Name of Claimant HIROWATARI, Hideski Case 69

Custodian File 7000

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
					1650		1353.56				1353.56

PERSONAL PROPERTY

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

NETS

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

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
143.00	32.00	9.60	22.35%	40.00	8.94			18.54

TOTAL RECOMMENDATION	1372.10

CASE NO: 69.

JAPANESE PROPERTY CLAIMS COMMISSION

Kamloops, B.C.,

February 11th, 1948.

IN THE MATTER OF THE CLAIM OF

HIDEAKI HIROWATARI.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 69.

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)

Kamloops, B.C.,

February 11th, 1948.

IN THE MATTER OF THE CLAIM OF

HIDEAKI HIROWATARI.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

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

A. WATSON, Esq., Secretary.

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

T.P. HORROBIN, Esq., Official Reporter.

MR. McMASTER: I would like to call Case No. 21 on the list, my lord, Hideaki Hirowatari. This will be case No. 69.

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

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

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

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

MR. HUNTER: No, my lord.

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

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

THE COMMISSIONER: It is now $4,025.00.

MR. McMASTER: That is correct, my lord.

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

DIRECT EXAMINATION BY MR. McMASTER:

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

Q And do you recognize the signature below it?

A Yes, this is my brother's signature.

Q Did you both swear this declaration?

A Yes, that is right.

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

A Yes, that is my brother's signature.

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

(POWER OF ATTORNEY MARKED EXHIBIT NO. 1)

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

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 2).

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

A Yes, sir, that is right.

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

A Yes.

Q Are the statements contained therein true to the

best of your knowledge and recollection?

A That is right.

(STATEMENT MARKED EXHIBIT NO. 3).

Q Witness, this land of yours was situated about one and one-half miles from Haney, B.C., is that correct? A: That is right.

MR. McMASTER: I draw your attention, my lord, to Exhibit 3. The property is 8½ acres. It was purchased by his father in 1918 for $1200.00 with one acre cleared and some apple trees on the property and a dwelling which subsequently wasn't occupied. That dwelling appears down below, showing it as an old abandoned house. No claim is made in respect of it. It shows some of the improvements that were made aside from buildings on the land and also it shows the various buildings, their size, age, and approximate cost of material. The labour on those structures as shown was done entirely by the claimant, or I presume possibly his father and brother assisting him. The claimant discloses that he has no special knowledge of the value but states that it maintained their family, which was a rather large one, and most of the information which he has obtained, he obtained from his father, he himself being at school at the time the property was transferred to him and before evacuation. He points out a few things which the appraiser apparently neglected to observe, or was mistaken about. Now, my lord, in view of your Lordship's comment this morning I don't think I ought to put this

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

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

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

(ANALYSIS MARKED EXHIBIT NO. 4).

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

A Yes, I did.

Q Would you be good enough to sign it? Are the statements therein true, to the best of your knowledge and recollection? A: That is right.

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

(STATEMENT MARKED EXHIBIT NO. 5).

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

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

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

THE COMMISSIONER: A written statement from the father

will be sufficient for Government purposes.

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

THE COMMISSIONER: Don't make it too difficult for him. I should think a letter ought to be adequate.

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

MR. McMASTER: Now the claimant has shown on that statement certain items, and then he says below (reading). Perhaps my learned friend would either admit or produce the document on his file which states that.

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

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

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

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

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

THE COMMISSIONER: Yes.

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

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

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

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

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

to the attention of the Commission.

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

MR. McMASTER: That is correct, my lord.

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

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

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

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

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

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

the matters than we have.

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

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

THE COMMISSIONER: You say this document establishes that fact?

MR. McMASTER: At least it substantiates it.

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

MR. HUNTER: I say it has no evidenciary value, my lord. Surely if Mr. McMaster is quick enough to object to departmental communications and reports from people in the Custodian's office and suggest to us that we call the witness—

MR. McMASTER: Well, my lord--

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

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

Expressions ofopinion have no evidenciary value. These people are not experts. They have gone throughthe file and we often find their opinions andstatements of fact are wrong.

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

MR. McMASTER: Yes, my lord.

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

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

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

THE COMMISSIONER: Let me see that.

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

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

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

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

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

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

(DOCUMENTS MARKED EXHIBIT NO. 6).

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

A Yes, that is.

MR. McMASTER: This purports to be, my lord, a copy of a lease dated the 29th day of August, 1942, between the two claimants herein and Harry Gee. Clause 3 of it provides that the lessee shall have the use of the farm tools according to the inventory attached and that he will store the household effects left in the residence in one room, and look after the same to the best of his ability. Then at the end of the lease there is an inventory of various, not only tools, but certain one or two household effects, such as a kitchen range and two heaters and a clock, and some chairs and tables.

THE COMMISSIONER: What is the date of the lease?

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

(LEASE MARKED EXHIBIT NO. 7).

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

A Yes, I got them from my father.

MR. McMASTER: Your witness, Mr. Hunter.

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

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

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

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

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

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

THE COMMISSIONER: Yes.

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

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

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

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

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

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

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

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

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

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

The person who has put them there apparently has no definite information as to what happened,

a and the same thing with the wood, hay, etc.; they are just shown as probably used by the tenants. All we can say about that is it wasn't there or wasn't included in the inventory made by J. Morrison.

THE COMMISSIONER: Yes.

CROSS-EXAMINATION BY MR. HUNTER:

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

A That is one 20 x 60.

Q 21 x 62? A: Yes.

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

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

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

A Yes, built with lumber.

Q Yes, but I mean was it old lumber?

A No, it was new lumber.

Q Right from the mill? A: Yes, that is right.

Q Was it painted? A: No, it wasn't painted.

Q What kind of lumber, do you know?

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

Q Did it look new? A: Yes.

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

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

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

Q You knew he was there, though?

A Yes.

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

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

Q It is a form which you signed before.
What is your name, Hideaki?

A Yes, Hideaki.

Q This is the form here, and under the statement of personal property you show none. At least I presume that is your signature, isn it?

A Yes.

Q Do you remember signing that?

A Yes, I do.

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

was considered your father's property?

A Yes.

Q That is the reason, was it? A: Yes.

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

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

THE COMMISSIONER: The top half only?

MR. HUNTER: That is all he did declare.

THE COMMISSIONER: Yes, that is all he did declare. That is what I was asking, yes.

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

THE COMMISSIONER: I think I have it now.

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: Thank you, Mr. Hirowatari.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

Case 69 DEC - 2 1947 Kamloops

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 k

7000 NOTIFIED k

21

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

(1) NAME HIROWATARI (Print) Surname HIDEAKI Given Name (RCMP) Reg. No. 13748
and Toshikuni Hirowatari.

(2) Pre-Evacuation Address R. R. #1, Haney, B. C.

(3) Present Address R. R. #1. Kamloops, B. C.

(4) REAL ESTATE

(a) Street Address (if any) Haney, B. C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Municipality of Maple Ridge- The west half of Lot 5 of the south west quarter of Sec. 21, Township 12, Map 1023, as shown outlined red on sketch No. 4815, District of New Westminster, C. of E. 50785.

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

(i) Farm
(ii) Residence Type of business Mixed Farming
(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.) owner of one half -- Joint Owner: Toshikuni HIROWATARI'S Power of Attorney attached

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

(i) Land (8½ acres--part orchards) - - $ ~~4,025.00~~ 2000-
(ii) Buildings residence, chicken houses - $ 3,980.00
Barn, garage, incubator and brooder houses 5980.
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $
(v) Amount at which Custodian sold property and credited your account - - $1,647.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ ~~5,980~~ 00

amend HTB

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
Left on above premises
(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
House, garage and shed.
(c) How stored or packed at time of evacuation
Left loose and locked on above premises

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care") Left in care of Harry Gee, legal agreement drawn up but subsequently taken over by Custodian in 1943. (Harry Gee since deceased.)

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

1.	3 Incubators and brooder stoves	Estimated Value $ 330.00
2.	~~Household goods--kitchen range, 2 heaters~~	Estimated Value $
3.	bed, chairs	Estimated Value $ 97.00
4.	~~Supplies--5 bucking saws, 3cords wood,~~	Estimated Value $
5.	~~2 tons hay, 1000 M lumber,~~	Estimated Value $ 92.00
6.	~~Farming equipment--shovels, hoes, rakes,~~	Estimated Value $
7.	scythes,	Estimated Value $ 9.00
8.	~~Miscellaneous equipment--peavives, wedges,~~	Estimated Value $
9.	hammers, house jack.	Estimated Value $ 25.00
10.	~~Cultivator and scales~~	Estimated Value $ 47.00
		TOTAL CLAIM FOR PROPERTY LOSS $ 600.00

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) - $ ~~695~~ 00

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

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

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.) no power of attorney attached
TO WIT:)

I, Hideake Hirowatari and Toshikuni Hirowatari of the R.R.I. Kamloops in the Province of British Columbia

of

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of ~~my~~ our 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 15th day of November) H. Hirowatari
A.D. 1947.) T. Hirowatari
A Commissioner &c. ~~A Commissioner &c~~ Notary Public

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.

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

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

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

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

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

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

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

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

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

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

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

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

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature of Witness R. Truman
Address Kamloops B.C.
Occupation Notary Public

H. Hirowatari

CANADA,
PROVINCE OF BRITISH COLUMBIA,
TO WIT:

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

1. I am the Attorney appointed by the foregoing Power of Attorney.
2. At the time of such appointment, namely, on the* 15th day of November 1947, I was of the full age of twenty-one years.

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

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

H. Hirowatari

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

*(Fill in date of Power of Attorney here)

FOR MAKER (INCLUDING MARRIED WOMAN)

I Hereby Certify that, on the Fifteenth day of November 1947, at the city of Kamloops, in the Province of British Columbia, Toshikuni Hirowatari (whose identity has been proved by the evidence on ~~oath of~~ , who is) personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that he knows 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 city of Kamloops in the Province of British Columbia, this 15th day of November in the year of our Lord one thousand nine hundred and ~~twenty~~ forty-seven

[signature]

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.

Dated Nov. 15 1947

T. Hirowatari

—TO—

H. Hirowatari

Power of Attorney

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

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

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

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

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at
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 192

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

BC-30-P
BC-1551-B

BC/30-P Page 1
BC/1551-B

S.S. Form No. 43
(Sheet 1)

7000

Farm Appraisal Report

File No. JL-213

Land Description W½ of Lot 5, of S.W.¼ of Sec.21, Tp.12, Map 1023.

Containing 8.30 Acres

Owner's ~~Settler's~~ Name T. & H. HIROWATARI Post Office Address Haney, B.C.

Nearest Rail Point Haney, B.C. Distance 1½ miles

Market Town New Westminster, also local facilities Distance 24 "

Church (give denomination) Haney - all denominations Distance 1½ "

Nearest School Haney Distance 1½ "

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

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

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

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

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

Predominating Nationality and religion: Immediate vicinity - Japanese.

Describe Fencing and its condition: Fenced on East side. Value $

Water supply: Domestic supply from well. Value $

BUILDINGS ON FARM

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

Total present day value $ 1420.00

Total Value Buildings add to farm $ 985.00

Is dwelling habitable without repairs? Yes.

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

Buildings generally poor structures, but serviceable.

$

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

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

Are buildings painted? None. Condition of paint -

Distance from nearest bush Approximately 300 yards.

EXHIBIT NO. 69-2
DATE 11 Feb. 1978
FILED BY R. J. McMaster

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

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
7.65	Level	Clay loam 12"to 18"	Clay	Small fruit & sod	90.00	688.50

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

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

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	TOTAL
.65	Level	Clay lm. 12"-18"	Clay	Scrub - bush - a few large stumps	75.00 to $125.00	10.00	6.50

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

Total value of Land $ 695.00

Total added by buildings to value of farm $ 985.00

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

Total value of farm $ 1680.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Farm occupied by owner-indications are that little actual land operations have been carried out this year.
~~What is the average yield per acre of this farm?~~

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

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

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

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:
Maple Ridge Municipal Assessment.
Assessed - Improvements-$1500.00
Land -$ 750.00 -1942 Taxes-$40.95.

Date: June 5th, 1942.
Place: New Westminster, B.C.

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

Inspector's Signature
"D. DODDING"

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

S.S. Form No. 43
(Sheet 2)

JL-213 - HIROWATARI, T. & H.

Farm Appraisal Report

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

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

(FOR ORCHARD LANDS ONLY)

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

Nil

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

Nil

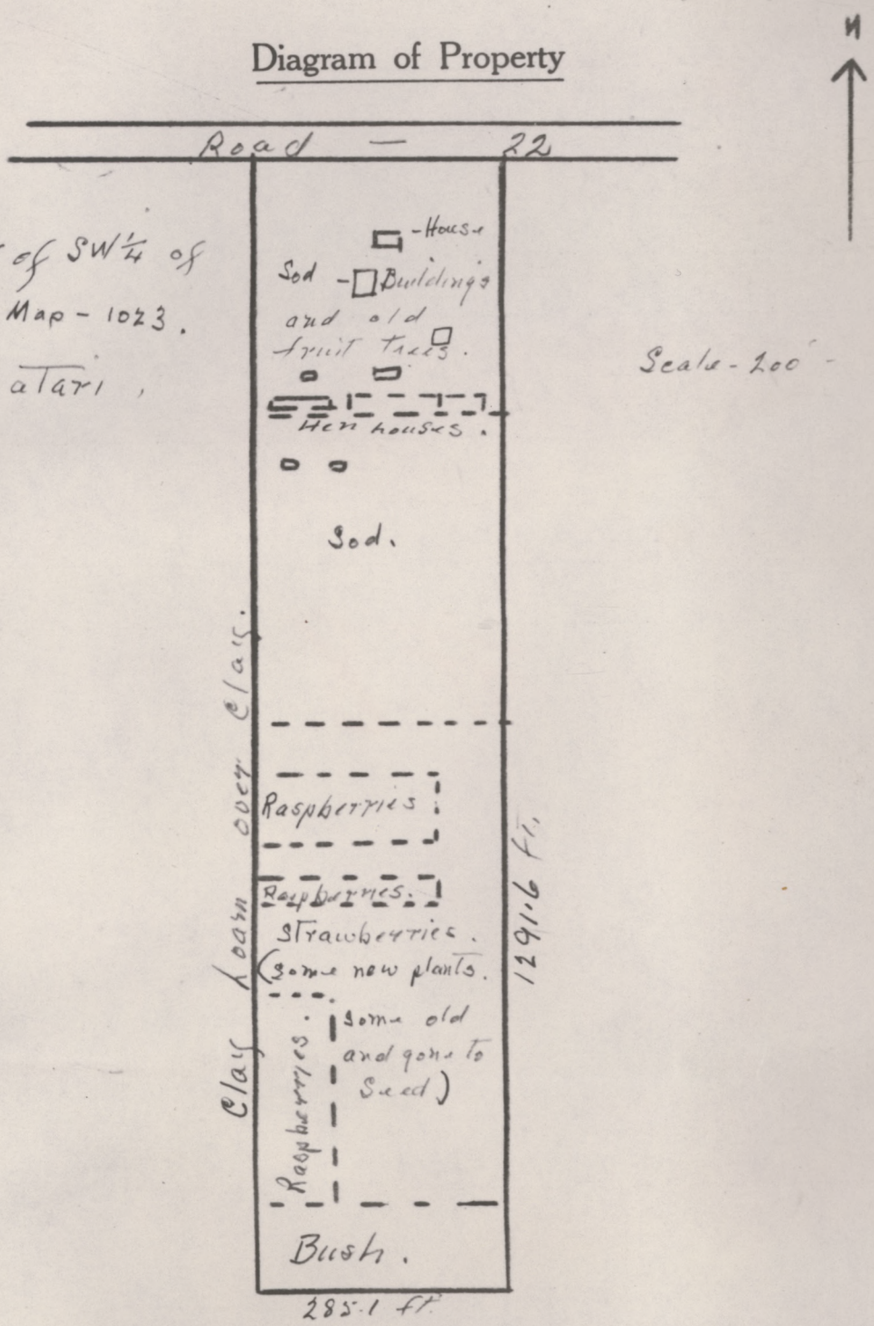
ORCHARDS, SMALL FRUITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

		Present Value
Strawberries - very poor -	2.81 acs.	$
Raspberries - " "	.80 "	
Sod, old fruit trees, & buildings -	4.04	$
	7.65	
Bush - arable if cleared -	.65	$
	8.30	
~~Also:~~		$
About 50 fruit trees planted around buildings.		$
		$
		$
		$
		$

Total $

Amount fruit trees add to value of farm $

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present value is $ 1600.00

Date 9th June 19 42.

"I.T. BARNET"
District Superintendent.

#8

HIDEAKI HIROMATARI

(Claimant's Name)

(Act'd on behalf of Toshikuni Hiromatari)

REAL ESTATE
(Farm Land)

13748
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared	1						
Cultivated not planted	2 1/2	By father March 1918	Mr. T. NIIMI	$1200.00	1 acre cleared 1/2 mile d	50 apple trees planted + a dwelling subsequently not occupied	$2000.00
Cultivated and ~~not~~ in crop							
List Crops							
apple orchard	1						
strawbs.	2						
Raspberries	1 1/4						
Vegetables	3/4						
Total	8 1/2						

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

Description	When Made	Cost
47 additional apple trees	approx 1934	Cost of trees $31.20
3 cherry trees	" "	

Cleared + cultivated land + planted crops as indicated above. My father estimated it cost him $300 per acre to clear

BUILDINGS Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Dwelling	26' x 30' with 12' x 20' extention	Cedar siding	1933	approx $1500	entirely own labour don't know value			$2000.00
Chicken House	18' x 80'		1930	1200	"			1300.00
" "	20' x 60'		1941	1000	"			
Barn	16' x 16' extention on 3 sides		1936	300	"			300.00
Incubator House	12' x 16'		1931	180.	"			100.00
2 Brooder Houses	each 14' x 18'	both	1931	200	"			200.00
Garage	10' x 16'		1941	100	"			80.00
								3980.00

Old dwelling house abandoned (on premises when purchased) no value.

EXHIBIT No. 69-3
DATE 11 Oct. 1948
FILED BY R. J. McMaster

Comments re Appraiser's report not covered by above information: This land was purchased by my father in 1918. He developed it and made a living out of it sufficient to maintain our family (two adults and seven children). His income was derived from sale of tree fruits, small fruits and poultry + poultry produce. He transferred the land to my brother and myself in Dec. 1941 while I was still at school. Most of the information given above I obtained from him. I have no way of knowing the market value. I estimated the value of the lands having regard to the original cost and the work which my father had put upon it clearing, cultivating and planting.

The appraisal report fails to list the 12' x 12' extention on the dwelling + is incorrect in saying it is 20 years old. It states the hen house which was built in 1941 is 12 years old. He does not even mention the brooder houses.

Just prior to evacuation we insured the house, barn + hen house for $2500.00

H Hiromatari
SIGNATURE

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 7000 / 7001 EXHIBIT No.

NAME Hideaki HIROWATARI / Toshikuni HIROWATARI — Chattels declared and sold under father's File, Uso HIROWATARI, File 6956

REG. No. 13748 / 07361

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
DECLARATION Apr. 30/42	TAKEN BY J. Moryson					
EVACUATION Oct. 13/42	DATE Nov. 10/42					
None	Kitchen table	Household goods:-				
	7 kitchen chairs (8)	1. Kitchen range)				
Declared by father, Uso HIROWATARI, Regn.14036 Apr. 30/42	1 bed & spring (2)	2. 2 heaters)	$97 00			
	1 Platform scale	3. Bed)				
	3 incubators (oil)	4. Chairs)				
	Kitchen range	Supplies:				
10 chairs	Heater	5. 5 bucking saws)		4 75		
Kitchen range	4 tables	6. 3 cords wood)	92 00			
Heater	Kitchen utensils	7. 2 tons hay)				
Gramaphone	3 incubators	8. 1000 ft. lumber)				
Tables 4	1 cultivator	Farming Equipment:				
5 beds	2 brooder stoves	9. Shovels)				
Kitchen utensils		10. Hoes)		T		
3 incubators		11. Rakes)	9 00	4 75		
2 brooder stoves		12. Scythes)				
1 cultivator		Miscellaneous Equipment:				
Shovels, rakes etc.		13. Peaveys)				
	Chattels included in lease to Harry Gee by Hideaki HIROWATARI & Toshikuni HIROWATARI 29th Aug. 1942	14. Wedges)	25 00			
		15. Hammers)				
		16. House Jack)				
		17. Cultivator)		4 00		
		18. Scales)	47 00	2 00		
	1 cultivator	19. 3 Incubators)		4 00		
	3 incubators	20. Brooder stoves)	330 00	12 00		
	1 kitchen range		$600.00	$31.50		
	2 heaters			Sundries .60		
	2 brooder stoves			$32.10		
	1 5' cross cut saw					
	2 shovels					
	6 hoes					
	2 rakes					
	1 peavey					
	3 scythes					
	1 clock					
	9 chairs					
	3 tables					
	2 square shovels					
	2 wedges					
	2 sledge hammers					

7000
7001

13748
07361

EXHIBIT No._____

CASE No._____

VENUE_____

SALES

TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO. RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
						X	Probably abandoned
						X	" "
						X	" "
						X	" "
75							
						X	Wood - probably used by tenant
						X	Hay - " " " "
						X	Lumber - " " " "
75							
00							
00							
00							
00							
50							
60							
10							

EXHIBIT No. 69-4
DATE 11 Dec 1948
FILED BY R. J. McMaster

HIDEAKI HIROWATARI
(Claimant's Name)
(Self and Tsuchikuni Hirowatari)

EXHIBIT No. 69-5
DATE 11 Dec. 1948
FILED BY R. J. McMaster.

PERSONAL CHATTELS

13748
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
1 Incubator	1931	new	$101.00	good working order	$270.00
2 "	1936	"	202.00	"	60.00
2 Brooder stoves	1931 + 1937	"	80.00		5.00
1 Kitchen Range	old	used	Don't recall	fair	10.00
1 Large heater (used as furnace)	1925	new	$50.00	Good working order	7.50
1 cast iron heater	1925	new	Don't recall	" " "	27.00
3 cords dry wood	cut ourselves	estimated cost price @ $9.00 per cord			20.00
2 tons of Hay	recently cut off our land	" " " @ $10.00 per ton			20.00
1000 m lumber - left over from chicken house built in 1941	@ $20 per m				25.00
5" Brush saws	acquired from time to time			Good condition	25.00
1 Bed + spring + mattress	1940	new	$40.00		469.50

Description of Storage of Goods:

Above goods were left in incubator houses, garage + chickenhouses. Tenant was given the right to use the tools and equipment. The rest of the household effects he was to store in one room.

Note: While my father showed these chattels on his J.P. form, it was his intention that the chattels should go to us when he conveyed the land. He has accounted to us for the money received from the custodian for chattels and is agreeable that we should make this claim.

General Statement as to Chattels not Described above: In addition to the above noted goods and chattels there were a number of tools and equipment left on the premises. The details appear in the lease. The fair sales value of these goods together with the one listed above I would estimate to be $600.00 Except for the bed listed above the furniture was fairly old.

Additional Comments, if any: I was evacuated early in Sept 1942. We arranged for a Mr. H. Gee to look after the place and he was to work the farm and have the use of the house and farm equipment but the household effects were to be stored in one room. As we were to have the right of possession at any time we were permitted to return subject to the tenant harvesting his crop and he was to care for the place the only rent he was to pay amounted to taxes, insurance and repairs. I understand the Custodian would not agree with this and Mr. Gee left the premises about Oct 1942 and the Custodian let the premises stand vacant until they were sold to Veterans Land Act Administration.

H. Hirowatari
SIGNATURE

EXHIBIT No. 69-6
DATE 11 Feb. 1948
FILED BY R. J. McMaster.

REAL PROPERTY SUMMARY

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

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

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

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

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

ENCUMBRANCES: None registered. No indication of any unregistered charges.

Vesting Order filed No. 25154, dated December 14th, 1942.

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

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

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

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

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

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

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

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

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

March 27th, 1946.

D. A. CRAMER.

DAC:JS

7000

October 17, 1942

Mr. Harry Gee
c/o U. C. Y. Jun, Esq.
231 East Pender Street
Vancouver, B. C.

Dear Sir:

Re: Hideaki HIROWATARI, #13748

We would advise that a representative from this office contacted the above Japanese at the time of his evacuation from the protected area of British Columbia, at which time he informed that he made an agreement with you to lease his property for the time being. As this office has no record of your agreement, we would request that you forward a copy of same as soon as possible. Thanking you in anticipation of an early reply, we are,

Yours very truly,

R. D. Richardson
Farm Department

HRC:MD

Noted on 18-11-42 HRG.

13/1/43
I am not interested in renting the property

Harry Gee

File Nos. 7000,7001 January 13th, 1943.

MEMORANDUM

TO: SOLDIER SETTLEMENT OF CANADA

FROM: MR. ANDERSON

Re: Hideaki and Toshikuni HIROWATARI

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

WEA/EM

EXHIBIT No. 69-7
DATE 11 Dec. 1948
FILED BY
R. J. McMaster.

THIS INDENTURE made the 29th day of August, A.D. 1942, pursuant to the "SHORT FORM OF LEASES ACT",

BETWEEN:

TOSHIKUNI & HIDEAKI HIROWATARI, Farmers, both of R.R. No. 1, Haney, B.C., JOINT TENANTS, hereinafter called "the Lessors" of the First Part

OF THE FIRST PART

AND:

HARRY GEE, Farmer, of 446 Keefer Street, Vancouver, B.C., hereinafter called "the Lessee" of the Second Part

OF THE SECOND PART

WHEREAS the Lessors are Japanese and their property is now being administered through the Custodian, 506 Royal Bank Building, Vancouver, B.C., under File No. _____:

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

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

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

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

2. That the Lessee covenants with the Lessors

(a) To pay rent and to insure in the name of the Custodian;

(b) And to repair;

(c) And to keep up the fences;

(d) And the Custodian may enter and view state of repair;

(e) And that the Lessee will repair according to notice;

(f) And will not assign without leave of the Custodian;

(g) And will not sublet;

(h) And that he will leave the premises in good repair;

(i) Proviso for re-entry by the Lessors or the Custodian on non-payment of rent or non-performance of covenants;

(j) The Lessors covenant with the Lessee for quiet enjoyment subject to the approval of the Custodian.

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

4. The Lessee covenants to cultivate the said farm in a good and husbandlike manner and that he will sow and plant the said farm with such crops as he shall see fit.

5. Should the Lessor return and demand possession of the said farm at a time when the annual crops have not been harvested, the Lessee shall be entitled to possession of the said farm until the said crops have been removed; any dispute in connection with this clause shall be settled by the Custodian who shall be the final authority.

6. This agreement shall be binding upon not only the parties hereto but their and each of their heirs, executors, administrators, successors and assigns.

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

SIGNED, SEALED AND DELIVERED
in the presence of
Louis Sherry

~~H. T. Hirowatari~~
Harry Gee
T. A. Hirowatari

INVENTORY

1 Cultivator
3 Incubators
1 Kitchen range
2 Heaters
2 Brooder stoves
1 5 Ft. Cross-cut saw
2 Shovels
6 Hoes
2 Rakes
1 Peaver
3 Scythes
1 Clock
9 Chairs
3 Tables

2 acres Strawberries
1 acre Raspberries
100 fruit trees
½ acres (napa) or cabbage
1 Barn
2 Chicken-houses
1 Garage
1 Packing-house
2 Brooder-houses
1 Incubator-house
1 Wood-shed
2 Square shovels
2 Wedges
2 Sledge hammers

DATED August 1942

Between:

TOSHIKUNI

&

HIDEAKI HIROWATARI

And:

HARRY GEE

L E A S E

A. J. Cowan, Esq.,
Barrister & Solicitor,
553 Granville Street,
Vancouver, B.C.