Name of Claimant MORISAWA, Naoe (Mrs.) Case 427

Custodian File 1534

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	
		1200	120.00	.00 12.50							132.50

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	
			46%	51.10	23.51			23.51

TOTAL RECOMMENDATION	156.01

1540

CASE NO: 427

JAPANESE PROPERTY CLAIMS COMMISSION

New Denver, B.C.

June 24, 1948

IN THE MATTER OF THE CLAIM OF

(MRS) NAOE MORISAWA

PROCEEDINGS AT HEARING

Original

CASE NO: 427

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

(HIS HONOUR, JUDGE H.W. COLGAN, SUB-COMMISSIONER)

New Denver, B.C.

June 25, 1948

IN THE MATTER OF THE CLAIM OF

(MRS) NAOE MORISAWA

PROCEEDINGS AT HEARING

APPEARANCES:

DONALD MACDONALD, Esq.,	appearing for the Dominion Government
A.E. COBUS, Esq.,	appearing for the Claimant.
W.J. STURGEON, Esq.,	Secretary to New Denver Sub-Commission
MRS. I.C. SMITH,	Official Interpreter
G. HAMBLETON, Esq.,	Official Reporter.

MR. COBUS: The claim, your honour, of Naoe Morisawa, case number 427.

(MRS) NAOE MORISAWA, the claimant herein, being first duly sworn, testified through the official interpreter as follows:

MR.COBUS: I would ask leave, your honour, to amend the claim with respect to the real estate which was originally submitted as a total of $2000.00. We now show the total value for real estate as $1750.00, crediting the Custodian with $1200.00, leaving a real estate claim of $550.00. With respect to the claim for personal property under 5 (e), the itemized list there remains, but we have altered the estimated values. Item 1 is now $20,00; item 2 is $4.00; item 3 is $50.00; item 4 is $6.00; item five remains at $5.00; item 6 remains at $150.00, and item 7 is now $51.10; a total of $286.10. The credit to the Custodian is $5.00, which leaves a net personal property claim of $281.10, and a total claim, therefore, of $831.10.

DIRECT EXAMINATION BY MR. COBUS:

Q: Witness, I produce to you a statement concerning the real estate for which you have --

THE COMMISSIONER: Mr. Cobus, you might inquire from this witness when you get to item 6 if she is claiming for $200 feet of lumber or whether

it should be 2000 feet of lumber.

MR. COBUS: Mine reads 2000. That must have been an error.

THE COMMISSIONER: You had better ask her first.

MR. MACDONALD: In your statement that is 2000.

MR. COBUS: Q: Witness, I produce to you a claim form which appears to have been signed by Naoe Morisawa. Is that your signature?

A: Yes.

Q: And in your claim, under 5 (e) for personal property, item 6 on the form I am showing you now, you show 2000 feet of lumber. Is it 2000 feet you are claiming?

A: Yes, it is.

MR. COBUS: I would ask leave, your honour, to amend the claim form to read 2000 feet of lumber.

THE COMMISSIONER: Yes, all right.

MR. COBUS: Q: Now, witness, I produce to you a statement concerning the real estate for which you have submitted a claim. Did you instruct Mr. Leckie to prepare this statement for you and is that your signature? A: Yes.

Q: Is the information contained therein true to the best of your knowledge and recollection?

A: Yes.

MR. COBUS: I would ask that the statement be filed, your honour.

THE COMMISSIONER: That is Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. COBUS: Referring to the statement, your honour, the subject matter of the claim was a dwelling located in Victoria, B.C. The legal description of the property is Lot B, Block 3 Map 1228, and the house is on a city lot in Victoria, B.C. in the Saanich area. It was known as 3217 Shelley Street, Victoria. It was located in the suburban and residential area and was a four room bungalow 24 feet by 16 feet with a bath and a toilet only -- a bathroom containing a toilet only, I should say. It was connected with the city sewerage system. The building was of frame siding construction with a cement basement, the basement having cement floors. The interior was half V-jointed and half shiplap painted. The floors were of fir. The roof was shingled.

The lot upon whichthe dwelling was erected was one and three quarters of an acre in area and had a four hundred foot frontage on Shelley Street. It was purchased by the claimant in 1936 as vacant land, uncleared, at a cost of $500.00 at a tax sale from the Municipality of Saanich.

The improvements listed show clearing of the one and three quarter acres and the erection of a house. The total cost of these improvements is shown to be approximately $1000.00. She shows, too, that 900 feet of drainage ditches were built with tile and cedar covers at a cost of $200.00. They also erected a chicken house in 1936, ten by 16 at a cost of approximately

$100.00. I take it that half of this chicken house was a greenhouse.

With respect to the appraiser's report, the claimant says that the appraiser is wrong in stating that the tenant made installations of bath and toilet bowl, hotwater tank and electric wiring and fixtures at his expense. The claimant says that she installed the toilet as required by municipal regulations and paid for it herself. She says the tenant did the electric wiring and installations, but he was allowed for this by a rent credit. The tenant installed the bath and the hot water tank. She believes the valuation at $1000.00 to be materially below a fair market value. With respect to the partition walls, she says they were of the same construction as the side walls, namely, V-joint half way up and shiplap papered above that. She says that the appraiser fails to mention the chicken house on the premises and points out that in the lease the tenant was given "first opportunity to purchase the property" but no price was stated and she considers that the sale to the tenant by the Custodian in July, 1944 at $1200.00 was not a fair value and that the property was worth at least $1750.00.

Would my friend admit that the property was sold by the Custodian to one C.E. Raaflaub for $1200.00?

MR. MACDONALD: Yes, your honour.

MR. COBUS: Q: Now, witness, I produce to you a document headed "Agreement" which bears at the foot two signature, C.E. Raaflaub and K. Morisawa. Do you recognize that document?

A: Yes, I can recognize it.

Q: This, I understand, is supposed to represent a lease of your property, the property which is the subject matter of this claim, from you or your husband as your agent to C.E. Raaflaub, is that correct?

A: Yes.

MR. COBUS: Your honour, I would ask leave to file this.

THE COMMISSIONER: Yes. That will be Exhibit 2.

(LEASE MARKED EXHIBIT NO. 2)

MR. COBUS: I would like to make reference to certain portions of this document, your honour. It is headed "Agreement." It gives the legal description of the property and describes it as the property of Mrs. N. Morisawa at 3217 Shelley Street, Victoria, B.C. as at March 26, 1942. The first paragraph is headed "Agreed that," and it is to set out the rental. The second is not relevant to this issue. The third paragraph is headed "Agreed that," and reads: "Mr. C.E. Rafflaub be given first opportunity to purchase above property." That is all.

THE COMMISSIONER: There is no purchase price set out?

MR. COBUS: No purchase price mentioned whatsoever, your honour, and I would point out that the term

of the agreement is set out in the last paragraph in this form: "Agreed that rent of the above mentioned property to commence April 1, 1942, and to continue for the duration of above owner's evacuation."

Now, that purports to be a lease.

Would my friend produce a letter from the tenant Raaflaub to the Custodian dated May 2, 1944?

(Handed to Mr. Cobus)

MR. COBUS: I have had produced a letter dated May 2, 1944 at Victoria, B.C. addressed to the office of the Custodian and signed by, or purportedly signed by C.E. Raaflaub. It appears to be an offer to purchase the subject realty, and I would read the second-to-last paragraph: "As we have occupied said property since the Japanese evacuation, we are very desirous of purchasing same at above figure or any other reasonable price." The offer was for "1200.00 and there was an enclosure of $120.00 as a down payment with the letter.

(LETTER MARKED EXHIBIT NO. 3)

MR. COBUS: Would my friend produce anything from the Custodian's file dealing with this offer.

MR. MACDONALD: I just have the appraisal, your honour, but I presume it should be filed.

MR. COBUS: Yes, I will file that. O f course, that has nothing to do with the offer itself. However, my friend has produced what appears to be an

appraisal by P.R. Brown and Sons, Limited, Victoria, B.C., dated May 11, 1944.

MR. MACDONALD: What was the date of that other letter?

MR. COBUS: May 2 -- Exhibit 3, I take it you mean -- May 2, 1944.

The date on this appraisal is May 11, 1944, and the appraised value is $1000.00.

(APPRAISAL MARKED EXHIBIT NO. 4)

MR. COBUS: Would my friend advise whether any other tenders were sought, received or invited.

MR. MACDONALD: No record.

MR. COBUS: Q: Witness, I produce to you a statement concerning the personal chattels for which you have submitted a claim. Did you instruct Mr. Leckie to prepare this statement for you and is that your signature?

A: Yes.

Q: You make reference in your statement to 2000 feet of lumber, "see itemized list attached," and an estimated value of $150.00, and an item of farming equipment which is also followed by the words, "see itemized list attached." I produce to you a list which shows certain lumber and certain farm equipment listed thereon. Is that the list to which your statement makes reference?

A: Yes.

Q: Is the information contained in your statement and the list attached true to the best of your knowledge and recollection?

A: Yes.

MR. COBUS: I would ask leave to file the statement and list as one exhibit, your honour.

THE COMMISSIONER: That is Exhibit 5.

(STATEMENT MARKED EXHIBIT NO. 5)

MR. COBUS: Referring to Exhibit 5, your honour, the claimant shows certain items separately and then makes reference to an itemized list attached to the exhibit. The total claim is shown to be $286.10. The claimant says that all goods claimed were left in her house at 3217 Shelly Street, Victoria, B.C. Everything that she is claiming for constituted the contents of her four room house as declared. The lumber, unused, and farm equipment, that is, garden tools, etc., were left in the basement. She says that she has allowed for depreciation on used articles, unused articles are put in at cost, that is the lumber.

Would my friend produce the Analysis of personal property claim?

(Handed to Mr. Cobus)

MR. COBUS: The Analysis is filed on behalf of the Crown, your honour.

(ANALYSIS MARKED EXHIBIT NO. 6)

MR. COBUS: The Analysis, now marked Exhibit 6, your honour, is not very enlightening.

THE COMMISSIONER: There doesn't seem to be anything on there but just the list, that is all. It is a duplicate of the other list.

MR. COBUS: That is all, your honour. The $5.00 credit that we allowed the Custodian --

MR. MACDONALD: There is another copy here, your honour. Perhaps I handed you the wrong one.

THE COMMISSIONER: This is a copy I have here.

MR. MACDONALD: Yes, I just picked up the wrong one.

MR. COBUS: Perhaps, then, the copy should be replaced by the original. My copy hasn't the ink notations on the form, but as I was just about to explain, there are no credits shown the Custodian for sales of any sort, but the file copy indicates $6.09 were sold. Well, that is in keeping with the credit which have have already given the Custodian of $5.00 for all the furniture, that is, the claim here, in fact, covers more than furniture, but from the yellow auction sheets we were able to derive a credit of $5.00. I believe that ink notation comprises $1.09 for --

THE COMMISSIONER: That is auction charges.

MR. COBUS: Yes, I see, your honour. I thought that was another $1.09, but I see it is a reduction.

THE COMMISSIONER: The net is $3.91.

MR. COBUS: I have no complaint to make about it.

MR. MACDONALD: That is set out here in the auction sheets which you have seen.

MR. COBUS: Yes, I have seen those. Your witness.

MR. MACDONALD: I submit, your honour, that the real property was sold at its fair market value, and the personal property that was sold was sold at its fair market value, and that the personal property claimed is claimed at an exhorbitant value.

CROSS EXAMINATION BY MR. MACDONALD:

Q: Witness, did you receive a letter from the Custodian's office dated March 8, 1945, advising you of the sale of the property to the tenant at $1200.00? Did you receive a letter of which that is a copy?

A: I never received it.

Q: Where were you living in 1945?

A: I was at New Denver.

Q: You were living at New Denver.

THE COMMISSIONER: Where was it addressed to, Mr. MacDonald?

MR. MACDONALD: It is addressed to New Denver.

Q: What is your registration number?

A: 10052.

Q: Did you ever receive a statement of account from the Custodian's office?

A: On February 28, 1947, I and the family, without the husband, moved to Slocan and I received, then, the account of the sale of the house.

Q: Have you got that account, that statement you received?

A: I think I have it at home, but I didn't bring it with me.

MR. MACDONALD: The reason I am concerned about this your honour, is that my learned friend referred to the Custodian's office accepting an offer of $1200.00 for the purchase price of this property in the face of an alleged lease that he was to rent it for the duration. This letter

which I propose to file subject to proof later, sets out why the property was sold. It is dated March 8, 1945 to the claimant at New Denver, and it is re Lot B, Block 3, of Section 34, Victoria District, Plan 1228, and reads in part: "The rental agreement made by you with Mr. C.E. Raaflaub, the tenant, included a clause giving him the first opportunity to purchase the property.

"In conformity with the Government's policy of liquidation of properties in the protected areas of British Columbia, this option has been extended to, and exercised by, Mr. Raaflaub, whose offer of $1200.00, a price in excess of the value placed on the property by a qualified independent appraiser, was accepted as of the 24th of July, 1944."

The reason it was sold was because it was the policy of the government to sell the properties in the protected areas.

THE COMMISSIONER: Ask her if she received that letter when she was in Slocan.

MR. MACDONALD: The last paragraph, your honour, sets out they were sending a statement showing the amounts to her credit, but she says she didn't get the statement.

Q: Did you get this letter when you were in Slocan City?

A: No, I didn't get it.

MR. COBUS: Mr. MacDonald, what is the date of that

letter of explanation?

MR. MACDONALD: March 8, 1945.

MR. COBUS: '45?

MR. MACDONALD: Yes.

Q: Did you receive that statement of account of which that is a copy?

A: Yes.

THE COMMISSIONER: That will be Exhibit 7.

(LETTER AND ACCOUNT MARKED EXHIBIT 7)

MR. MACDONALD: There is attached here, your honour, a statement which she admits receiving, and it is dated the same date as the letter.

Q: Now, when you bought this property, it was at a tax sale. How much did you pay down on it?

A: I don't know very well because my husband paid it.

Q: Well, whose name was the property in -- yours?

A: Yes.

Q: According to the agreement that you had with the District of Saanich, this property was bought for $500.00, and $100.00 was paid down and the balance in eight quarterly installments.

A: I think it was.

Q: That would be a copy of the agreement, would it, that you had?

A: Yes.

MR. COBUS: May I see that, Mr. MacDonald?

(Handed to Mr. Cobus)

MR. COBUS: I think my friend will agree that it is not an executed document.

MR. MACDONALD: It is just a copy, yes. I would like to file this agreement, your honour, it shows the purchase price and the terms of the purchase.

(AGREEMENT MARKED EXHIBIT NO. 8)

MR. MACDONALD: In this connection, your honour, I should like to draw attention to the description of the property as set out in the appraiser's letter, Exhibit 4:

"The dwelling is of frame construction with shingle roof, concrete foundation and basement with concrete floor; this is of a very inferior type of construction, single flooring and wooden partitions, the exterior has never been painted; two of the rooms only have facilities for electric light; there is a two piece bathroom.

"We understand from the tenant that the bath, toilet bowl, hot water tank and electric wiring and fixtures were installed at his own expense.

"It is my considered opinion that the property in its present condition is worth $1000.00."

Q: Now, as regards your claim for lumber --

MR. MACDONALD: Before that, your honour, I should like to file the J.P. form.

(J.P. FORM MARKED EXHIBIT NO. 9)

MR. MACDONALD: Is this your signature on this J.P. form? A: Yes.

MR. MACDONALD: The J.P. form is dated the 28th of

March, your honour.

Q: Now, in your J.P. form, you did not say anything about lumber. Just look at that.

MR. COBUS: Your honour, I think my friend should read to the witness what she did say and have it translated to her.

MR. MACDONALD: I just placed it before her there.

A: I must have forgotten to put the lumber down, but I put it in a letter form that I filed.

Q: When? A: In the claim form.

Q: Well, that was just recently. That is the claim form there; is that the document that you refer to in which you mentioned the lumber?

A: Yes.

Q: And is that the first time that you declared the lumber? A: Yes.

Q: And that is dated the 19th of November, 1947.

A: Yes.

THE COMMISSIONER: Ask her the reason why she didn't declare the lumber before.

MR. COBUS: Your honour, before that question is put, I would ask that my friend read into the record the declaration on the J.P. form.

THE COMMISSIONER: Well, the J.P. form is in as an exhibit.

MR. COBUS: Yes, but I would like the wording under the statement of personal property owned on page two read into the record, if my friend will. These questions have no meaning unless those words are on the record.

MR. MACDONALD: I will be very pleased to do that for my learned friend. "Contents of four room house including garden tools, stove, etc. at 3217 Shelley Street, Victoria, B.C." Under the heading of remarks: "Contents of house to be stored in basement by agreement with Raaflaub (prospective tenant) during evacuation." Now, there isn't any mention of lumber, and the "contents of a four room house" could not, by any stretch of the imagination, be interpreted to include 2000 feet of lumber in the basement.

MR. COBUS: The basement is part of the house.

MR. MACDONALD: Well, we will let the Commissioner decide on that point.

Q: Now, how do you arrive at a price of $150.00 for 2000 feet of lumber?

A: The lumber differs in price, in quality, and this was bought for the purpose of building a greenhouse, so the prices differ.

Q: Building a greenhouse. That would be ordinary lumber, wouldn't it?

A: There is some rather high in price and some quite cheap.

Q: Included in this 2000 feet of lumber were certain amounts of good and cheap lumber?

A: Yes.

MR. MACDONALD: That is all, your honour.

THE COMMISSIONER: Anything else, Mr. Cobus?

MR. COBUS: Your honour, part of Exhibit 7 filed by the Crown is the statement concerning the sale of the

real estate. Will my friend admit that the date of the sale of the property was July 24th, 1944?

MR. MACDONALD: Yes. I should like to see the date of that letter of the tenant's. I have just forgotten it.

THE SECRETARY: Exhibit 3.

MR. MACDONALD: I would like to draw attention to the fact that this letter was dated the 7th of May, 1944, and the property was appraised on the 11th of May, after this letter was received, and apparently was not sold until July. So it wouldn't seem to have been sold in any rush.

MR. COBUS: Now, will my friend admit that on the statement of account with respect to this claimant, that the claimant was charged for certain installations, that is, by means of an allowance towards rent?

MR. MACDONALD: I have no record of that at all -- unless that statement that I filed shows rents charged, and I think it does.

RE-DIRECT EXAMINATION BY MR. COBUS:

Q: Witness, you have said that certain rent allowance was made to your tenant C.E. Raaflaub for certain improvements made on the property. How did you know that that was so?

A: When I was evacuating there was only electric light in the house, and the tenant asked if they could put in a little more improvement, so I

allowed two or three months rent for the work.

Q: You say you allowed it? A: Yes.

Q: Who collected your rents? A: I don't know.

Q: Who do you think collected your rents?

MR. MACDONALD: Well, your honour.

MR. COBUS: Will my friend admit that the Custodian in fact did collect the rents.

MR. MACDONALD: All I will admit, your honour, is that the Custodian collected the rents as per the statement which is filed as Exhibit 7; that is all the information I have. That statement does not show any contra account for electrical improvements.

MR. COBUS: Then perhaps my friend will undertake, on behalf of the Crown, to indicate in greater detail the amount of rent collected, the month for which the rent was collected --

MR. MACDONALD: I presume the Crown will do that.

MR. COBUS: As long as he will do that, I shall be satisfied.

MR. MACDONALD: When does that start from?

MR. COBUS: I don't know.

THE COMMISSIONER: It is one of those statements there that will give you that information.

MR. MACDONALD: It is with Exhibit 7.

THE COMMISSIONER: How many months does that cover?

MR. MACDONALD: Twelve months rent. I would take it, your honour, that this would be a correct statement of all rents collected by the Custodian.

THE COMMISSIONER: That is what it is.

MR. COBUS: Well, can my friend explain from the ledger sheet what the $99.20 is?

MR. MACDONALD: Well, it shows rents collected, agent's commission, etc.

MR. COBUS: Now, surely, "rents collected" means nothing.

MR. MACDONALD: Rents collected, $99.20.

MR. COBUS: For what months is that, that is what I am interested in. I will let it go on the undertaking my friend has given.

THE COMMISSIONER: Well, it would be in the Custodian's records, anyway.

MR. MACDONALD: Yes.

MR. COBUS: Yes. I just wanted to clear the point raised in the appraisal which my friend read into the record.

I submit, your honour, that the J.P. declaration -- and I am reading from page two under "Statement of Personal Property Owned: Give brief description and state location of furniture, fixtures, equipment and machinery, stock in trade, and personal effects", and the answer by the witness, "Contents of four room house including garden tools, stove, etc. at 3217 Shelley St. Victoria, B.C." -- contained a good description.

Q: Witness, is this your declaration?

A: Yes.

Q: Now, these words, "contents of four room house," what did you intend that to include?

A: Things that were left in the house.

Q: Everything that was left in the house?

A: Yes.

MR. MACDONALD: Well, Your honour, I think the statement speaks for itself.

MR. COBUS: Of course it does; that is what I am calling to the attention of the Commissioner. I have a right to do that. You raised the point.

MR. MACDONALD: Yes, I did raise the point, and properly so. The statement sets out certain goods, furniture and chattels that you would expect to find in a house, but there was no mention made of 2000 feet of lumber or any lumber.

MR. COBUS: You force me to go further.

Q: Witness, when you made out that J.P. form and they asked you what you had left in your house, did you attempt to give them a detailed list, item after item, of the goods that you had left in your house?

A: When I was leaving they said that they didn't want the details, I only wrote roughly those things.

MR. MACDONALD: Your honour, my friend seems to be labouring this question and trying to get it to include the lumber. The statement made by the claimant when filing her J.P. form is a very clear one "The contents of a four room house including garden tools, stove, etc. at 3217 Shelley Street, Victoria, B.C." I think that speaks for itself.

THE COMMISSIONER: All right, that is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gudon Hambleton

G. Hambleton
Official Reporter

I hereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.

10

H.W. Colgan
Sub-Commissioner

20

30

427

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

ACKNOWLEDGED

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

NOV 20 1947

File No 1534

New Denver
Nelson

41

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

(1) NAME (Mrs) MORISAWA Naoe (RCMP) Reg. No. 10052
(Print) Surname Given Name

(2) Pre-Evacuation Address 3217 Shelley St Victoria. BC

(3) Present Address Silverton Slocan BC

(4) REAL ESTATE

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

(b) Legal description (lot number, block number, section number, etc.)
Lot B. Block 3 Map 1228.

(c) Type of Real Property (cross out words which do not apply):
(i) Farm
(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 - - - - - - - - - - - - - - - - - - $ 800.00
(ii) Buildings - - - - - - - - - - - - - - - - $ 1200.00
(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) - $ 2000.00 1750
(v) Amount at which Custodian sold property and credited your account - - $ 1200 1200
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 800.00 550

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
3217 Shelley St Victoria B.C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
3217 Shelley St Victoria B C

(c) How stored or packed at time of evacuation own house, above place

(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") Mr. C. E. Raaflaub

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

1.	1 only range	Estimated Value $ 30.00	20
2.	1 " table	Estimated Value $ 5.00	4
3.	3 " Beds, Springs & Mattresses	Estimated Value $ 75.00	50
4.	1 " Dining Table	Estimated Value $ 10.00	6
5.	5 " Chairs	Estimated Value $ 5.00	
6.	2000 ft Lumber	Estimated Value $ 150.00	
7.	Farming equipment	Estimated Value $ 100.00	51.10
8.		Estimated Value $	
9.		Estimated Value $	
10.		Estimated Value $	
	TOTAL CLAIM FOR PROPERTY LOSS	$ 375.00	286.10

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) - $ 1175.00 831.10

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

I, Nade Morisawa of the City
of Slocan 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 Slocan)
in the Province of British Columbia)
this 18th day of November)
A.D. 1947. Howard Parker) Nade Morisawa

A ~~Commissioner &c.~~ 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.

Mrs Nave Morisawa
(Claimant's Name)

EXHIBIT No. 427-1
DATE June 24/48
FILED BY Cobus

REAL ESTATE
(Other than farm)

10052
Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
Lot B, Bl 3 Map 1228 - house on city Lot Victoria BC - (Saanich) Known as # 3217 Shelley St Victoria	4 room bungalow 24 x 16 - with bath (~~[illegible]~~ toilet only) - city sewer connection	Frame siding - cement basement (full) - cement floors - ½ V-joint + ½ ship lap (painted) inside - fir floors - shingle roof	dwelling	1¾ ac 400' front on Shelley St	1936	as vacant land (uncleared)

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Suburban residential area -	$500.00 at tax sale from municipality of Saanich	① cleared 1¾ acres of land and erected house (see details above) - hired carp. - enter and bought materials - cost of clearing and house appx - $1000.00 also put in 900' of drainage ditches (tile & cedar covers) cost 200.00	$1750.00 (land + improvements)

Comments re upkeep of premises:
Repairs were attended to as required -

½ with glass for greenhouse

② erected chicken house 1936 - 10 x 16 - frame - shingle roof - papered inside - cost appx $100.00

Comments re Appraiser's report not covered above:
The appraiser is wrong in stating that the tenant made installations of bath, toilet bowl, hot water tank & electric wiring & fixtures, at his expense. I installed the toilet as required by municipal regulations and paid for it myself. The tenant did the electric wiring and installations but he was allowed for this by a rent credit. The tenant did instate himself the bath and hot water tank. I believe the valuation at $1000.00 to be materially below a fair market value. The partition walls were of the same construction as the side walls - viz V joint ½ way up + ship lap papered (above). The appraiser fails to mention the chicken house on the premises.

N. Morisawa
SIGNATURE

Comment - In lease the tenant was given "first opportunity to purchase the ~~property~~" but no price was stated - I consider the sale to the tenant by the custodian in July 1944 at 1200.00 was not a fair value - worth at least 1750.00

EXHIBIT No. 427-2
DATE June 24/48
FILED BY Cobua

AGREEMENT

LOT"B" BLOCK 3 MAP 1228 SAANICH, B.C.

Property of Mrs.N.Morisawa, 3217 Shelly St., VICTORIA, B.C.
as at March 26, 1942

EVACUATION SECTION
Rec'd APR 27 1944
File No. 1534
Ans.
Referred Bell

AGREED THAT:
Rental of above mentioned property (house, land, and chicken house) to C.E.Raaflaub, for $12.00 per month payable to.....

AGREED THAT:
In event of above owner returning to above mentiored property, Mr.C.E.Raaflaub be given (1) month notice to vacate said property.

AGREED THAT:
Mr.C.E.Raaflaub be given first opportunity to purchase above property.

AGREED THAT:
In event of any change of occupancy of above property while rented by Mr.C.E.Raaflaub, that any crops planted on said property, be the property of Mr.C.E.Raaflaub and harvested by him.

AGREED THAT:
In the event of Mr.C.E.Raaflaub installing or having installed electricity into house on said property,(house, buildings, and land,.) Not becoming the property of Mr.C.E.Raaflaub, that Mr.Raaflaub be paid all and any costs connected with installing same.

AGREED THAT:
Rent of above mentioned property to commence April 1,1942, and to continue for the duration of above owners evacuation..

C E Raaflaub K. Morisawa

original
"file this"

EXHIBIT No. 427 - 3
DATE June 24/48
FILED BY Crown

FILE NO. 1534

3217 Shelley Street,
VICTORIA, B. C.
May 2, 1944.

Mr. R. G. Bell,
Administration Department,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Hastings and Granville,
VANCOUVER, B. C.

Dear Sir:

Re: Naoe (Mrs. Kanekichi) MORISAWA - Reg. 10052.

With reference to your letter of April 27th, inviting me to submit my offer for the property which I occupy.

Lot "B" in Bolck 3 of Section 34, Victoria District, Plan 1228, otherwise known as 3217 Shelley Street, Corporation of the District of Saanich.

I submit my offer at $1200.00 Cash and would be willing to assume any and all costs incurred in the instalation of the electricity into the house, bathroom plumbing, and any and all repairs done by me.

Enclosed please find $120.00 One Hundred and Twenty Dollars as 10 % down payment as required.

As we have occupied said property since the Japanese evacuation, we are very desirous of purchasing same at above figure or any otherwise reasonable price.

I await your decission.

Yours truly,

"C.E. Raaflaub"

C.E. Raaflaub.

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

Date: September 21, 1948.

C. McE. LeBas

EXHIBIT No. June 24/48
DATE
FILED BY Crown.

P. R. BROWN & SONS LIMITED
Real Estate, Financial and Insurance Agents
Loans effected - Estates Managed
Business Opportunities

Victoria, B. C. May 11th, 1944.

Office of the Custodian,
506 Royal Bank Building,
Hastings & Granville Streets,
VANCOUVER, B. C.

Attention of Mr. F. G. Shears.

re: Lot "B" in Block 3 of Section 34, Victoria Dist., Plan 1228 - Your file #1534.

Dear Sirs:

Replying to your inquiry of the 10th instant requesing an appraisal of the above mentioned property which is known as #3217 Shelley Street, Municipality of Saanich, B. C.

This parcel comprises approximately 1.35 acres of cleared land having a frontage of 400' on Shelley Street by an irregular depth ranging from 111' to 222'.

The land and land improvements for the current year are assessed for $680.00 and building improvements at $300.00, while the taxes amount to approximately $26.76.

The dwelling is of frame construction with shingle roof, concrete foundation and basement with concrete floor; this is of a very inferior type of construction, single flooring and wooden partitions, the exterior has never been painted; two of the rooms only have facilities for electric light; there is a two piece bathroom.

We understand from the tenant that the bath, toilet bowl, hot water tank and electric wiring and fixtures were installed at his own expense.

It is my considered opinion that the property in its present condition is worth $1,000.00.

If any further particulars are required, same will be gladly furnished upon request.

Yours very truly,

"E. F. Burton"

E. F. BURTON.

EFB/M
Enc.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Date: September, 21, 1948.

Mrs Rose Morisawa
(Claimant's Name)

EXHIBIT No 427-5
DATE June 24/48
FILED BY Cobus

PERSONAL CHATTELS

10052
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 Kitchen range —	1937	used -	30 00	good	20 00
1 " table —	may 1937	new	cost 6 00	"	4 00
3 double steel beds (complete) —	1937	new	75-00	"	50 00
1 dining table —	1936	used	10 00	"	6 00
5 kitchen chairs —	1936	new	10 00	"	5-00
2000' lumber —	see itemized list attached				150 00
Farming equipment (tools &c)	"	"			57 10
		Total claim —			$286.10

Description of Storage of Goods:

all goods claimed were left in my house at 3217 Shelley St, Victoria BC — every thing I am claiming constituted "contents" of my four-room house (as declared) the lumber (unused) and farm equipment (garden tools &c) were left in the basement —

General Statement as to Chattels not Described above:

all goods claimed are as noted above —

Additional Comments, if any: I have allowed for depreciation on used articles. Unused articles are put in at cost (ie lumber) —

M. Morisawa
SIGNATURE

List (a) Lumber
(b) Farm equipment (tools etc)

NAOE MORISAWA
Claimant's Name

PERSONAL CHATTELS

Reg. No.

ITEMS	DATE PURCHASED	NEW OR USED	PRICE	CONDITION	ESTIMATED VALUE
2 ~~Garden Hoses~~					
2000 ft. Lumber			$150.00		$150.00
500 ft. Greenhouse bars					
500 ft. 2" x 4"					
300 ft. 2" x 6"					
200 ft. shipla p					
100 ft. 1" x 12"					
200 ft. 2" x 3"					
200 ft. 1x4, 1x6, 1x10 mixed					
2 Garden Hoses	1937-1942	New	8.50	Good	5.00
2 Shovels		"	2.50	Good	1.50
6 Water Taps		"	7.50	Good	4.50
2 Pipe wrenches		"	6.50	Good	4.00
1 Plane		"	5.00	Good	2.50
2 Hose		"	2.00	Good	1.50
2 Pitch forks		"	7.00	Good	4.00
1 Ra ke		"	1.50	Good	1.00
½ case Greenhouse glass 10x10		"	5.50	not used	5.50
2 cla w Ha mmers		"	2.50	Good	1.50
2 Rip & Crosscut Saws		"	10.00	Good	6.00
1 Square		"	3.50	Good	2.00
4 Chisels		New	2.50	Good	1660
3 sprinklers		"	12.00	Good	7.50
1 Wheelba rrow		"	5.00	Good	3.00

TOTAL $51.10

PERSONAL PROPERTY

(Claimant's Name)

Type of BUSINESS	Location	Gross Turnover 1941	Average Mark Up	Net Income 1941	Es

Description of Stock-in-trade at evacuation: (Attach inventory with cost prices)

Whether prices mentioned are wholesale or retail:

I PURCHASED THE BUSINESS

Date of Purchase	Price	Value Stock Date of purchase	Valu equi ture purc

Furniture equipment and fixtures acquired after purchases:

Description	Date Acquired	New or Used at Date Acquired	Price Paid	Condition when Evacuated:

List of Accounts Receivable and Accounts collected by Custodian Attached:

Method of Storage and arrangements made at time of evacuation:

List (a) Number
(b) Farm equipment
(Coals) to

Additional comments, if any:

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 1534 EXHIBIT N

NAME Mrs. Naoe MORISAWA. REG. No. 10052

DATE	INVENTORY	DETAILS OF CLAIM		SALES		
DECLARATION 28/3/42	TAKEN BY H. G. Hinton			AUCTION	TENDER &c	SOLD WITH REAL PROP.
EVACUATION 24/9/42	DATE Apr. 28/42					
"Contents of four room house including garden tools, stove, etc. at 3217 Shelley St., Victoria, B. C."	Trunk containing clothes	Range	$ 30.00			
	Carton (old clothes)	Table	5.00			
	Double beds (2) with springs & mattresses	Beds (3) complete	75.00			
	Dining room table	Dining Table	10.00			
	Small tables (2)	Chairs (5)	5.00			
	Galvanized Tub	Lumber (2000')	150.00			
	Wicker basket	Farming Equipment	100.00			
	Kitchen utensils (2 bxs)		$375.00			
	Chairs (5)					
	Heater stove (small)					
	Carton (old clothes)					
	Spring cot					
	Kitchen cupboard					
	Lamp (broken)					
	Washboard					
	Roofing paper (1 roll)					

EXHIBIT No 427-6
DATE June 24/48
FI LEDBY

"Range, tables, bed, kitchen table, chairs etc." 5.—
Auction charges 1.09
Net Proceeds 3.91

Vancouver, B. C., 2nd Februayy, 1948.

RGB/P.

office copy

EXHIBIT No._____

CASE No._____

VENUE NELSON.

DER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO. RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD		REMARKS

Office copy

8/1534

Trunk containing clothes	Range		$ 30.00
Carton (old clothes)	Table		5.00
Double beds (2) with springs & mattresses	Beds (3) complete		75.00
Dining room table	Dining table		10.00
Small tables (2)	Chairs (5)		5.00
Galvanized tub	Lumber (2000#)		150.00
Nicker basket	Farming Equipment		300.00
Kitchen utensils (2 tns)			
Chairs (5)			$375.00
Heater stove (small)			
Carton (old clothes)			
Spring cot			
Kitchen cupboard			
Lamp (broken)			
Washboard			
Roofing paper (2 rolls)			

[illegible] 2nd February, 1918.

EXHIBIT No. 427 - 7
DATE June 24/48
FILED BY Crown

1534
Cat. No. (Option).

March 8th, 1945.

Mrs. Naoe MORISAWA,
Registration No. 10052,
New Denver, B. C.

Dear Madam:

Re: Lot "B" in Block 3 of Section 34, Victoria District, Plan 1228.

The rental agreement made by you with Mr. C. E. Raaflaub, the tenant, included a clause giving him the first opportunity to purchase the property.

In conformity with the Government's policy of liquidation of properties in the protected areas of British Columbia this option has been extended to, and exercised by, Mr. Raaflaub, whose offer of $1200.00, independent appraiser, was accepted as of the 24/7/1944.

Adjustments of rents, taxes, insurance, etc., having been completed we enclose a statement of the transaction showing the net proceeds ($843.62) passed to the credit of your account.

For your information we also enclose a statement of your account, showing a balance of $860.04 standing at your credit at the present time.

Yours truly,

R.G. Bell,
Administration Department.

RGB/P.
Encl.

c.c. to B. C. Security Commission,
Vancouver, B. C.

I hereby certify that the foregoingwords are a true copy of the original whereof they purport to be a copy.
Date: September 21, 1948.

C. M. E. LaCasse

STATEMENT RE SALE OF: Name: MORISAWA, Naoe,

Catalogue No: Exercise of Option File No: 1534

Street Address: 3217 Shelley Reg. 10052
Victoria
Legal Description: B/3/34/1228.

Date of Sale and Adjustments July 24/44.

Sale Price		$ 1200.00
~~Real Estate Agents Commission~~	$	
Charge for Valuation	5.00	
~~Charges for advertising~~		
Land Registry Office Transmission Fee	6.00	
Encumbrances:		
Unpaid vendor	359.05	
~~Mortgages~~		
~~Arrears of Taxes~~		
~~Other charges~~		
Adjustments:		
Fire Insurance		1.06
Taxes		12.61
~~Water~~		
	$370.05	$1213.67
Net Proceeds credited to your account		843.62

Date: March 8th, 1945

Compiled by: Mr. George Peters

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Date: September 21, 1948.

C. E. LeCasse

File No. 1534
Reg. No. 10052

Naoe MORISAWA

	Date	Particulars	Debit	Credit	Balance
1942	July 2	Taxes	$ 27.05		
	August 24	District of Saanich - payment on Agreement for Sale	15.00		
	September 24	District of Saanich - payment on A/S $5.00, Int $5.00	10.00		
	December 4	Rents collected		99.20	
		Agents' commission, etc.	4.60		
1943	February 22	District of Saanich - Interest on Agreement for Sale	40.00		
	December 14	Rents collected - 12 months @ 12.00		144.00	
		Agents commission	7.20		
1944	March 30	Royal Jubilee Hospital - claim paid	50.00		
		M. Furuya Co. - claim paid	6.24		
		Active Fuel Co. - claim paid	5.45		
		District Saanich - Int of A/S to 31/12/43	89.55		
	April 19	Copy of Agreement for Sale	1.00		
	July 9	Land Registry Office - Certificate of Encumbrance	1.00		
	July 18	Arrears of taxes	30.60		
		1944 taxes	31.63		
		Rents collected - 7 months @ $12.00		84.00	
		Agents commission	4.20		
	July 24	Balance rents to date (nett)		8.83	
		Credit re Sale of Property		843.62	
1945	February 21	Proceeds Auction Sale		3.91	
			$ 323.52	$1,183.56	
					CR $ 860.04

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
Date: Sept. 21, 1948.

W. E. LaCasse

EXHIBIT No. June 24/48
DATE
FILED BY Crown
101280

File 1534

THIS AGREEMENT made and entered into this 8th day of September 1936.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF SAANICH
hereinafter called "the Corporation"

Of the One Part,

AND:

NAOE MORISAWA
3217 Shelley St.,
Victoria, B. C.

hereinafter called "the Purchaser"

Of the Other Part:

WITNESSETH AS FOLLOWS -

1. The Corporation agrees to sell and the Purchaser agrees to purchase ALL AND SINGULAR that certain piece or parcel of land situate in the Municipality of Saanich in the Province of British Columbia and more particularly described as Lot "B"

Block Three (3) Section Thirty-four (34)

as shown upon the map or plan thereof deposited in the Land Registry Office at the City of Victoria, British Columbia, under No. 1228 ~~Amended~~

for the sum of FIVE HUNDRED ($500.00) Dollars payable as follows: the sum of One HUNDRED ($100.00) Dollars on the execution of these presents (the receipt whereof is hereby acknowledged), and the balance of the purchase price to be paid in eight (8) quarterly instalments.

All instalments to carry interest at the rate of six per cent (6%) per annum from the date of this Agreement as well after as before maturity, until the purchase price is fully paid, and the purchaser shall have the right at any time, so long as he is not in default in performance of any of the terms or conditions herein contained to pay the balance of principal moneys accruing due hereunder together with the interest to the date of such payment.

2. THE PURCHASER EXPRESSLY AGREES with the Corporation that the purchaser will within sixty days from the date of the execution of this agreement, satisfy himself as to the title and boundaries of the hereinbefore described land, and that the said Purchaser will give notice to the Corporation within thirty days after the expiration of the said sixty days of any claim which he the said Purchaser may have against the said Corporation or against any person acting for or on behalf of the said Corporation by reason of any defect in title or boundaries to the said lands, and that in the event of the said Purchaser not making such claim within the said period of thirty days, the said Purchaser shall have no claim against the said Corporation or against any person acting for or on behalf of the said Corporation for damages by reason of such defect in title or boundaries:

AND IT IS FURTHER EXPRESSLY AGREED between the said Corporation and the said Purchaser that any claim of the said Purchaser against the said Corporation or against any person acting for or on behalf of the said Corporation in respect of the sale of the said lands shall be limited to return of the purchase moneys and interest thereon at the legal rate of 5% per annum, or a proportionate part thereof in respect of the area of land to which the Purchaser shall be unable to obtain title, and upon return by the Corporation to the Purchaser of the said purchase moneys or a proportionate part thereof with interest at the said legal rate of five per cent per annum, all liability of the Corporation or of any person acting for or on behalf of the Corporation unto the Purchaser shall be thereby extinguished.

3. The Purchaser shall be entitled to exercise all powers the Corporation may have to the possession of the said lands and upon obtaining possession to retain possession so long as he shall not make default in any of his covenants or agreements herein contained in which event the Purchaser shall forthwith deliver possession of the said lands and premises to the Corporation and the Corporation shall upon default happening as aforesaid be at liberty to re-enter and re-possess the said lands.

4. All the rights, powers, privileges and remedies conferred upon the Corporation by virtue of Section 273 of the Municipal Act shall be exercisable by the Corporation at any time after default shall be made by the Purchaser in any of its covenants or aggreements herein contained, and for all purposes this agreement shall be read and construed as if the said section were incorporatioed herein.

5. In consideration whereof and on payment of the said sum of money with interest thereon as aforesaid the Corporation agrees to and with the Purchaser to convey and assure or cause to be conveyed and assured to the Purchaser by a good and sufficient deed in fee simple, all these the said lands, subject to the conditions and reservations on which the same are now held by the Corporation and subject also to any taxes, rates or assessments, including local improvement assessments payable during the current year and thereafter; and said deed shall be prepared by the Corporation at the expense of the Purchaser, and shall contain a covenant on the part of the Corporation that it has done no act to encumber said lands, excepting only taxes, rates and assessments levied or assessed subsequent to the current year and local improvement charges or assessments charged or assessed at any time, but in respect of which the Corporation shall discharge any payments due and payable up to and inclusive of the year prior to this Agreement.

6. It is further agreed that this Agreement shall forthwith be registered in the Land Registry Office at the City of Victoria aforesaid and the Purchaser hereby authorizes and empowers the Corporation or its Clerk to apply on his behalf to register the same accordingly.

7. PROVIDED AND IT IS HEREBY AGREED THAT, notwithstanding anything herein or in the "Line Fences Act" contained, the Corporation shall not be bound or under any obligation to make, keep up and repair any portion of any fence which is to mark such boundary.

AND the Purchaser doth hereby, for himself, his heirs,

executors, administrators and assigns, waive the provisions of the "Line Fences Act":

AND the Purchaser doth hereby for himself, his heirs, executors, adminstrators and assigns, covenant with the Corporation that the Purchaser, his heirs, executors, administrators or assigns, will at all times hereafter indemnify and save harmless the Corporation, its successors or assigns from and against any award that may be made under the "Line Fences Act" in respect of any such fence hereinbefore mentioned or referred to, and against the costs of any such award, and against the cost of making, repairing or maintaining any such fence in pursuance of such award, and against all actions, damages, costs, claims and demands in respect of any such award, and the making, repairing or maintaining any such fence.

8. AND it is further agreed that the words in this Indenture which import the singular number shall be read and construed as applied to each and every Purchaser, male or female, and to his or her heirs, executors, administrators and assigns, and in the case of the Corporation, to the Corporation its successors and assigns.

INT WITNESS WHEREOF the Corporation has caused its Corporate Seal to be hereunto affixed, and the Purchaser has hereunto set his hand and seal.

The Corporate Seal of the Corporation of the District of Saanich was hereunto affixed by its duly authorized officers:

SEAL

L. A. Passmore
Reeve

Wilfred A. Greene
Clerk

SIGNED, SEALED AND DELIVERED by the Purchaser in the presence of

J.B. Tribe
459 Obed Ave
Victoria B.C.
Office Assistant

Naoe. Morisawa

CORPORATION OF THE DISTRICT OF SAANICH

Royal Oak P.O.
Vancouver Island, B. C.

I hereby certify the following to be a true and correct copy of a resolution passed by the Saanich Municipal Council at a meeting held on June 13, 1929:-

"That in all cases where purchasers, either for cash or terms, offer to pay the list price for tax sale lots, the Reeve and Clerk be given authority to sign and seal a Conveyance or Agreement for sale as the case may be."

"Unanimously carried."

Wilfred A. Greene
Clerk to the Municipality
of Saanich

Royal Oak, B. C.

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

Date: Sept. 22, 1948.

C. M. E. W. Crease

LAND REGISTRY ACT.
Form Q (Section 59.)

For the Secretary (or other Officer) of a Corporation.

I HEREBY CERTIFY that, on the 8th day of November, 1941, at Victoria, in the Province of British Columbia, WILFRED A. GREENE (~~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 CLERK OF -- THE CORPORATION OF THE DISTRICT OF SAANICH, and that he is the person who subscribed his name to the annexed instrument as CLERK of the said CORPORATION OF THE DISTRICT OF SAANICH, and affixed the seal of the CORPORATION to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my hand ~~and Seal of Office~~ HEE at VICTORIA, B.C., this 8th day of November, in the year of our Lord one thousand nine hundred and Forty-One.

H.E. Elliott
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.

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

Date: Sept. 21, 1948.

C.M. E. LaCasse

FORM "JP" Victoria, B. C. FILE No. 1534

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

EXHIBIT No. 427 - 9
DATE June 24/45
FILED BY Crown

PERSONAL INFORMATION

NAME: MORISAWA, Naoe Mrs.

HOME ADDRESS: 3217 Shelley St., Victoria, B. C.

REGISTRATION NUMBER 10052 SEX: Female AGE: 33

OCCUPATION: Housewife

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

EMPLOYER: - -

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Kanekichi

ADDRESS OF WIFE OR HUSBAND: 3217 Shelley St., Victoria, B. C.

NAMES OF ANY LIVING CHILDREN: Diana (F) David (M) Kenneth (M) Emy (F) Sumi (F) George (2)

ADDRESS OF CHILDREN: 3217 Shelley St., Victoria, B. C.

AGE OF CHILDREN: 10 yrs, 9 yrs, 8 yrs, 6 yrs, 4 yrs, 2 yrs.

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

1. LOCATION AND DESCRIPTION: Lot "B" Blk 3, Map 1228, situate at 3217 Shelley St., Victoria, B. C.

2. BUILDINGS AND OTHER IMPROVEMENTS: 4 room bungalow - frame - full basement. Chicken house.

3. INSURANCE (Give particulars; state where policies are) Going to take insurance out at Home Insurance, Pemberton Bldg., Victoria, B. C.

4. TAXES (Amount and where payable) $27.80 - payable Saanich Mun. Royal Oak, B.C. Taxes paid for 1941.

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

6. OCCUPANCY AND LEASES (If vacant so state) To be rented to C. E. Raaflaub at $12.00 per month if agreeable to Custodian.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Saanich Municipality, Royal Oak, B.C.

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

9. IF FARM LAND STATE CROPS SOWN None Sown.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: None

2. LANDLORD'S NAME AND ADDRESS: -

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: -

4. STATE WHEREABOUTS OF LEASE: -

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) -

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: -

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Contents of four room house including garden tools, stove, etc.

at 3217 Shelley St., Victoria, B. C.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

None

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

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4. INSURANCE CARRIED ON ABOVE PROPERTY: Included in insurance on house. to be taken out.

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) $40.00 War Savings Certificates (Own Possession)

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS: Contents of house to be stored in basement by agreement with Raaflaub (prospective tenant) during evacuation.

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

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

Dated this 28 day of March 194 2.

(Signature) "N. Morisawa"

"A. G. McArthur"
Witness

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

Date: September 21, 1948.

C. M. E. LaCasse