Name of Claimant INABA, Masanobu Case 468

Custodian File 4602

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	
		7500	750.00	.00 12.50							762.50

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	
266.00	170.65	51.19	64.15%	600.00	383.46			434.65

TOTAL RECOMMENDATION	1197.15

CASE NO: 468.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
March 24th, 1948.

IN THE MATTER OF THE CLAIM OF
MASANOBU INABA.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 468.

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).

Lethbridge, Alberta,

March 24th, 1948.

IN THE MATTER OF THE CLAIM OF

MASANOBU INABA

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
A.G. VIRTUE, Esq., K.C.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

MR. HUNTER: My lord, before we proceed with this case, I have one preliminary objection to make and that is in connection with the chattels. On the statement of personal property which I presume my friend will be filing, he says the claimant has listed these goods and is prepared to explain, but we haven't been furnished with details. It is a fairly large claim, for $1150.00, and as a result we have had no opportunity to make an analysis.

THE COMMISSIONER: It puts us in the same difficulty as we found ourselves in one of these other claims, Mr. Virtue.

MR. VIRTUE: I see the proof of loss form shows furniture, $600.00; farm equipment, $300.00; sprayer equipment, $150.00; and household only $100.00. My learned friend didn't call it to my attention until this moment. Had I know of it earlier, I could have furnished him with a complete list, but since that has happened, if my friend wants an adjournment, it is all right.

MR. HUNTER: It isn't a question of an adjournment, my lord, it is simply that there is no method of dealing with it.

THE COMMISSIONER: I appreciate that. Suppose you proceed with the proof of the claim and we will have to hold it over so counsel may prepare for cross-examination.

While we are on this page of the claim form, Mr. Virtue, I observe that there is a claim made for several shares of the Pacific Co-Operative Union.

That will have to be disallowed.

MR. VIRTUE: I have advised these men that your Lordship will not deal with those shares.

THE COMMISSIONER: Well I will disallow the claim made in respect of the shares.

MR. VIRTUE: Will I go ahead to the extent that I can?

THE COMMISSIONER: Yes, if you will.

MASANOBU INABA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q I show you a statement of your real estate with the improvements thereon. Was that prepared by you with the assistance of your Interpreter?

A Yes.

Q Is that a true statement? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Now, I show you a statement of your personal chattels, and as already stated to his Lordship you say you have a list but we haven't furnished Crown counsel with the list, but, subject to furnishing that list, is that prepared by you and is it a true statement?

A Yes.

MR. VIRTUE: I will offer it as the next exhibit.

(STATEMENT MARKED EXHIBIT NO. 2).

Q And this brief statement of evidence required, was that prepared by you in the same way with the assistance of your Interpreter, and is it a true statement? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 3).

Q I am showing you a group of photographs. Will you explain carefully to his Lordship what each of these photographs show? Take the top one first and explain it to his Lordship, what the photograph shows, what part of your land it shows, if it is part of your land? A: This first picture is a picture taken from the south corner near the bridge on my property at Matsqui.

MR. HUNTER: Q: Which property?

A The property at Matsqui.

THE COMMISSIONER: Apparently there are two parcels.

MR. HUNTER: There are three, my lord.

THE INTERPRETER: A: The Matsqui property. This is a picture of the Matsqui property taken from the south corner near the bridge.

THE COMMISSIONER: We will mark this, Mr. Secretary, as Exhibit 4-A. That is the Matsqui property.

(PHOTOGRAPH MARKED EXHIBIT NO. 4-A).

THE INTERPRETER: A: This is a picture of the Matsqui strawberry bed.

THE COMMISSIONER: The second photograph we will attach to 4-A.

THE INTERPRETER: A: The third one is also a picture of the strawberry beds in Matsqui taken from a different angle and showing the hop plants in the background.

THE COMMISSIONER: That can be marked 4-A as well.

THE INTERPRETER: A: This is a closer view of the hop plants in Matsqui.

THE COMMISSIONER: That will be part of 4-A.

THE INTERPRETER: A: This picture shows the raspberry

canes at Mission.

THE COMMISSIONER: Mark this 5 4-B.

(PHOTOGRAPH MARKED EXHIBIT NO. 4-B).

MR. HUNTER: Have you the dates of these photographs?

THE COMMISSIONER: It has not been brought out yet.

THE INTERPRETER: A: The last two photographs are also pictures of the hop plants at Matsqui.

THE COMMISSIONER: They can be part of 4-A as well.

MR. HUNTER: These are all 4-A?

THE COMMISSIONER: There is only one 4-B, the photograph of the Mission property.

MR. VIRTUE: Q: Now, do you remember about when the pictures of the land were taken?

A About one or two years before my evacuation.

Q And was the land in the same condition or better condition or worse condition when you were evacuated as at the time the pictures were taken?

A The same condition.

Q I am going to show you a list of chattels. Look it over carefully because I don't know whether it is correct or not, but you will know. Does that contain a list of your household furniture and farm equipment, and so on, for which you are making your claim? A: This is a copy of a list which I made before I evacuated.

Q Is it a true list of the goods you left on the place? A: Yes.

MR. VIRTUE: I will put this in, sir, and my learned friend, if he wishes time to reply to it, of course will have that opportunity.

MR. HUNTER: I presume my learned friend will supply me with a copy of it.

MR. VIRTUE: As far as I am concerned.

MR. HUNTER: In Exhibit 2 it says the claimant has a list of these goods and is prepared to explain. I don't see how he can say he was ignorant of the fact the list wasn't filed. I think it is only fair to supply me with a copy of it.

THE COMMISSI ONER: Is there any difficulty in doing that, Mr. Virtue?

MR. VIRTUE: No, we would be glad to supply a copy. There is only one thing I would like to ask him about, if the Secretary will let me have the photographs, please.

Q This instrument that is shown in the photograph where it is marked, "spraying hops", what is that?

A This is a gasoline engine spray used for spraying hops.

Q Is that the sprayer for which you claim in your statement? You claim sprayer equipment and supplies, $150.00. Is that the one?

A Yes.

Q Now when did you buy that? A: 1941.

Q What did you pay for it? A: $175.00.

Q And was it in as good condition when you left the place as when you bought it?

A I only usdd it a little for the hops during one season, and it was in good condition.

MR. VIRTUE: Do you wish that marked again, sir, or does that identify it sufficiently?

THE COMMISSIONER: I think it is sufficiently identified.

Mr. VIRTUE: Very well.

Q I show you one of the photographs here. Is that someone picking fruit on your place?

A Yes. This is a picture of somebody picking hops.

Q So that your hops were to the extent where they were bearing and could be picked?

A Yes, there was a very good crop.

Q Now, you know now that two pieces of your property were sold to Mr. Towes in December, 1945?

A No, I don't know.

Q Tell him now that I am giving him that information. Now, it was sold to Mr. Towes, apparently, for $7500.00. Before you left British Columbia, did Towes attempt to buy or try to buy that property from you? A: No, there was no talk from him.

Q There was what? A: There was no suggestion of purchase by Mr. Towes.

Q Before he left? A: Before he left.

Q By the way, the ten acre parcel that you bought, the parcel in Mission containing 10 acres, that you bought from Shinakouro, is that the agreement for it (producing)? A: Yes, that is it.

Q This shows that the price that you paid was $3500.00--that you paid Shinakouro for that ten acres was $3500.00? A: Yes.

Q That is correct? A: $3500.00.

Q Is that correct? A: He was in the process of paying.

Q The total price he agreed to pay was $3500.00?

A Yes, that was agreed.

THE COMMISSIONER: Now just one moment. That relates to the ten acres at Mission.

MR. VIRTUE: The 10 acres at Mission. The agreement is dated the 1st of blank, 1938. I am putting it in.

Q In your summary of evidence you thought you paid $4000.00 for that property at Matsqui; that is Lots 15 and 16. I am just correcting what seems to have been an error, that is all. The correct price was $3500.00, not $4000.00.

A Yes, that is correct.

MR. VIRTUE: All right, I will put that in as the next exhibit, my lord. That is an agreement for sale.

(DOCUMENT MARKED EXHIBIT NO. 5).

Q And the other parcel at Matsqui, is this the agreement covering that? A:? Yes.

THE COMMISSIONER: What is the acreage of the Matsqui property?

MR. VIRTUE: That is an agreement dated the 1st of October, 1938.

THE COMMISSIONER: What is the acreage of the Matsqui property?

MR. VIRTUE: 21.73, sir.

Q And for that property you agreed to pay $5000.00?

A Yes.

MR. VIRTUE: This is a copy I am putting in, sir.

THE COMMISSIONER: Was it bought in 1938 as well?

MR. VIRTUE: The second one, sir, is dated the 2nd of

October, 1938. Apparently they were both bought from the same vendor.

(DOCUMENT MARKED EXHIBIT NO. 6).

Q Now, I just want to ask you about one other article among your chattels, that is a washing machine. Do you remember the washing machine?

A Yes.

Q When did you buy the washing machine and what did you pay for it? A: I bought it in 1941, $166.60, or 90 cents.

Q And what condition was it in when you were evacuated?

A We only used it a little, once a week, and took great care of it, so it was in good condition.

Q Did you buy it new or secondhand?

A Yes, bought new.

MR. VIRTUE: Now, I ask to put in on behalf of my learned friend his analysis of personal property claim which seems to indicate that at any rate there was a very complete declaration of all this stuff and an inventory.

MR. HUNTER: I have no particular objection to that, my lord, but I don't think it serves any particular purpose at the present time because we have to have a new analysis.

THE COMMISSIONER: Do you wish to put it in now? I take it it will be put in by Government counsel after he has had an opportunity of analyzing it.

MR. VIRTUE: It is all right if it goes in now for identification. Perhaps it might be better for me not to put it in. I might want to use it.

I was just indicating that my learned friend has that information. However, I must take the blame for that.

The interpreter, sir, calls my attention to the fact, and I may say that the Official Interpreter has been very nice about suggesting that if any question has not been properly understood he would be glad to call it to our attention.

THE COMMISSIONER: That has been the attitude of the Interpreters throughout.

MR. VIRTUE: It has been suggested to us by our private Interpreter that one of the earlier questions I asked Mr. Inaba, whether an attempt had been made by Towes to buy these two properties from him while he was still in British Columbia, that is while Inaba was still in British Columbia -- I think probably that question wasn't understood by the witness.

THE COMMISSIONER: You got a very direct non-equivocal answer to it. However, you can put it again.

MR. VIRTUE: Q:. What I will ask him, Mr. Interpreter, is this; with regard to the two pieces of property which were apparently sold to Mr. Towes in 1945, -- I am not referring to any earlier transaction which took place, which I understand related to a third property, but with regard to the two remaining properties--did Mr. Towes approach or communicate with him in an attempt or effort to buy the two properties from him before he left British Columbia? That is what I wanted to ask.

A There was no suggestion on his part of buying it before I left.

MR. VIRTUE: That is quite all right.

THE COMMISSIONER: Mr. Hunter, would you prefer to leave your declaration of defence and cross-examination until after you have had a chance to examine this list?

MR. HUNTER: I think I would prefer to do what I have to do with the real property.

THE COMMISSIONER: And leave the chattel property until after lunch?

MR. HUNTER: It will have to be longer than that, my lord.

THE COMMISSIONER: How long do you want?

MR. HUNTER: I haven't seen the inventory, my lord.

THE COMMISSIONER: I repeat, how long do you want?

MR. HUNTER: If I could see the inventory I might have some idea.

MR. VIRTUE: As far as I am concerned, if the Secretary and your Lordship have no objection to my friend taking the exhibit, I have no objection to him taking it and using it.

THE COMMISSIONER: That might be better.

MR. VIRTUE: And if my learned friend would take my copy of the analysis, so when he is completing his own he might complete mine, it will be of assistance to me later.

MR. HUNTER: I will if I have time, but I have to do it in longhand. If I haven't time, I shan't be able to do it.

THE COMMISSIONER: Q: How far away do you live?

A About 60 or 70 miles.

MR. HUNTER: This might take anywhere up to a day to analyze. We would have to leave it over until some time next week.

THE COMMISSIONER: That is unfortunate.

Q Can you return on Monday or Tuesday?

A The roads are very bad. I could stay over tonight, but it would be very difficult to come down on Monday or Tuesday.

MR. VIRTUE: We will ask him to come in on Tuesday.

THE COMMISSIONER: Perhaps Government counsel will endeavour to be ready tomorrow. Would that be putting too heavy an onus on you, Mr. Hunter?

MR. HUNTER: I couldn't possibly do it. Even with the ones I get a complete list on, it takes two hours to go over them.

MR. VIRTUE: The reason I say Tuesday is we have already one or two hang-overs on Monday.

THE COMMISSIONER: I will leave it for you to arrange.

MR. VIRTUE: Yes, we will arrange it.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. The two properties for which claim is made, my lord, were sold for $7500.00. I will get the date of sale.

MR. VIRTUE: The 11th of December, 1945, Mr. Hunter. That is the note I have.

MR. HUNTER: I don't know where my friend gets that date.

MR. VIRTUE: I found the date I think in your file, the 11th of December, 1945. If you will just give me

a moment, I think I can tell you where I got that.

THE COMMISSIONER: Q: While we are waiting, Mr. Interpreter, would you put this question to the witness: I notice from Exhibits 6 and 7 that you had undertaken to make annual payments on the purchase of these properties. Up until what time did you make the payments? A: I paid $500.00 cash down.

Q It is $450.00 cash down, according to the document.

A I had three properties, but I sold one.

Q Then did you meet the payment in 1939?

A I paid a thousand dollars in 1939. Shinakouro returned to Japan in the fall of 1939, so I was unable to make any payment to anyone in 1940.

THE COMMISSIONER: It would appear from that, Mr. Virtue, that this man had an equity of only $1450.00 in these two properties.

MR. VIRTUE: Your Lordship means he has only paid that much on account of it?

THE COMMISSIONER: Yes.

MR. VIRTUE: That might not mean his equity wouldn't be greater than that. He improved the property after he bought it.

THE COMMISSIONER: That is a possibility.

MR. VIRTUE: Infact there were substantial improvements.

THE COMMISSIONER: You agree the total paid on the purchase price for the two properties was $1450.00?

MR. VIRTUE: I haven't asked him that.

THE COMMISSIONER: That is what I get from him. He paid $450.00 on these two properties in cash when he

bought them. The $50.00 he also paid was applied on another property which he later sold.

MR. HUNTER: If you could get this thing straightened out, my lord, you will be doing something that the Custodian's office never could get straight. They never paid him a cent because he has never given them an account of what he paid. There are three properties and I can read to you what I have and possibly you can extract the information from him.

THE COMMISSIONER: Go ahead.

MR. HUNTER: It says, parcel "A", agreement for sale, dated the 1st of October, 1938, Shinakoura to Inaba at a price of $5000.00, payable $300.00 on the 1st of November, 1938, and $940.00 on the 1st of November of each year, the final payment being in 1943. Parcel "B", an agreement for sale, dated the 1st of October, 1938, Shinakouro to Inaba, at a price of $3500.00, payable $150.00 on the 1st of November, 1938, and $670.00 on the 1st of November each year, the final payment being in 1943. Parcel "C", the agreement for sale, dated --

THE COMMISSIONER: Well he says now he sold that one.

MR. HUNTER: I don't think he sold it. I think we sold it.

MR. VIRTUE: No, apparently from your file, he sold it.

THE COMMISSIONER: Q: Did you sell the third property that you paid $50.00 cash on account?

MR. HUNTER: There is no question about it, my lord, we

A sold it.

A I sold that myself.

MR. HUNTER: It must have been sold afterwards then because

we sold it and got $550.00 for it.

MR. VIRTUE: There is something either in your file or in my own with regard to that particular property.

THE COMMISSIONER: Mr. Virtue, I am going to suggest to you that you take this claimant, together with your own Interpreter, and see what you can work out because according to Mr. Hunter's instructions, the Custodian sold it and got the money.

MR. VIRTUE: This covers the third property here. This is a letter from the Custodian's office to advise him that subject to receiving the purchase price of $550.00, "It is our intention to complete the sale of the above-mentioned property arranged between you and Mr. Towes", and it says when this transaction is complete, credit will be given him. Apparently he made the sale and the Custodian completed it.

THE COMMISSIONER: We are getting close to one o'clock now. I think we might adjourn at this stage. Do you wish to go on with your cross-examination of this man, Mr. Hunter, say at 2:30?

MR. HUNTER: I did want to try to get from him what happened on this deal so that the Custodian will be straightened out on it.

THE COMMISSIONER: Suppose we leave it to Mr. Virtue to see what he can get from him.

MR. VIRTUE: Does my friend mean the third parcel?

MR. HUNTER: No, the money in connection with the three of them is all mixed up. Apparently he paid something like $2000.00 for it, and it has never been too

clear how this was allocated between the properties, and the Custodian isn't in a position to pay out the money until it is clarified. I will leave the memo with Mr. Virtue. Before we adjourn, may I file two appraisals, that is the original appraisal on both properties, and an amendment of one by the appraiser, December 8th, 1943, and December 24th, 1943.

THE COMMISSIONER: Which is which, Mr. Hunter?

MR. HUNTER: The original or earlier one is the original appraisal.

THE COMMISSIONRR: That is on both properties?

MR. HUNTER: Yes, and the second one is an amendment or a change in the appraisal just on one of the properties. This is all the Matsqui property, my lord. We reduced the appraisal by $750.00.

THE COMMISSIONER: Do you wish this claimant to return at 2:30 for cross-examination?

MR. HUNTER: I have no cross-examination on the actual property. The only thing I would like to clean up is that question.

THE COMMISSIONER: All right. You better return at 2:30, Inaba. In the meantime your counsel wishes to discuss the property with you. We will adjourn, Mr. Secretary, until 2:30.

(PROCEEDINGS ADJOURNED UNTIL 2:30 P.M.)

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

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

Lethbridge, Alberta,

March 24th, 1948. 2:30 P.M.

(BROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

MR. VIRTUE: Now with regard, sir, to Masanobu Inaba, which was the last case you were dealing with before you adjourned at the lunch hour.

THE COMMISSIONER: Yes.

MR. VIRTUE: We thought we had those figures straightened out, but when we came to look at the endorsements which I hadn't noticed previously on the back of the two agreements that we filed with you, we found there was still a discrepancy so that we will have to work on that after the adjournment this afternoon, and I will give the information to my learned friend and then possibly we could take Mr. Inaba as originally agreed on Tuesday, the first case Tuesday, the 30th. And if the Secretary wouldn't mind lending us the two exhibits, they are only copies, anyway, my learned friend has the originals which were filed as Exhibits 6 and 7 respectively this morning, that would enable us to straighten that matter up.

THE COMMISSIONER: Well if you will let counsel have those documents, Mr. Secretary.

THE SECRETARY: Yes, my lord.

MR. VIRTUE: Thank you, sir. They were just copies that w were furnished by the Custodian but we will be responsible for them.

MR. HUNTER: In checking those, while the date was in '45, the property was sold some time in '44 under

the agreement for sale, and I haven't yet been able to find the precise date, but we will try to have that for you at the next hearing.

THE COMMISSIONER: That is in relation to claim No. 468, is it?

MR. HUNTER: Yes, sir, Inaba.

THE COMMISSIONER: Very well.

(PROCEEDINGS ADJOURNED UNTIL MARCH 30/48).

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

"S.R. HOWARD"
Official Reporter.

Discussion.
M. Inaba,
Recalled.

Lethbridge, Alberta,

March 30th, 1948.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

THE COMMISSIONER: With which claim are you proceeding?

MR. VIRTUE: With the Inaba case. You remember that is the one we were going to finish up.

THE COMMISSIONER: That is right.

MR. VIRTUE: This man has already been sworn.

MASANOBU INABA, the claimant herein, recalled, testified further asfollows:

EXAMINATION CONTINUED BY MR. VIRTUE:

Q Now, you will remember that some questions were asked about the payments you had made on your land?

A Yes.

Q And since that time you have prepared a statement with the help of your Interpreter showing what payments you have made and how they were to be applied?

A Yes.

Q Is this statement, including the pencilled memorandum on it, a correct statement of the payments you made and the way you wanted them applied?

A Yes.

MR. VIRTUE: I will put that in, sir, as an exhibit, because after the statement was handed in a couple of days ago, I discovered there was another payment of $500.00, and I have told my learned friend about it.

THE COMMISSIONER: We have it already. Let me see it, Mr. Secretary. This has already been filed as Exhibit 10.

MR. VIRTUE: Yes, except there is the pencilled memorandum about the additional payment of $500.00.

THE COMMISSIONER: That relates to properties "A" and "B", I take it?

MR. VIRTUE: That is "A" and "B", sir.

THE COMMISSIONER: And he requests that of the $500.00 paid, $300.00 shall be applied on "A" and $200.00 on "B".

MR. VIRTUE: That is what he says now, sir, but at the time the payment was made, he simply made the payment and they didn't discuss it.

THE COMMISSIONER: There was no apportionment then.

MR. VIRTUE: No, sir. I want to file that.

THE COMMISSIONER: No, I have made the addition to Exhibit 10.

MR. VIRTUE: Q: Now you have seen a letter dated February 23rd, 1944, written by the Custodian to you -- an airmail letter? A: Yes, I received this and I know all about it.

Q Did you answer that letter? A: Yes.

Q And what did you say to the Custodian about the proposed sale to Mr. Towes?

THE COMMISSIONER: Has the Custodian got the letter?

MR. HUNTER: I think we have a copy of it. Is it dated February 23rd, 1944?

MR. VIRTUE: If you have the original I would like to have it.

MR. HUNTER: We wouldn't have the original, he would have it.

THE COMMISSIONER: No, it is his letter to the Custodian.

MR. HUNTER: Oh, I am sorry. I don't appear to have it, unless it is in the master file.

MR. VIRTUE: Well I will ask him about it, sir, and if the letter itself can be produced later on, I have no objection to that.

THE COMMISSIONER: You better put the original letter in now.

MR. VIRTUE: I will offer that as the next exhibit.

(LETTER MARKED EXHIBIT NO. 11).

Q Now, what did you say in answer to that letter, that is with regard to the proposal that your land be sold to Towes for $7500.00?

A The price of $7500.00 was far too low, and if they would sell it at $12,500.00 or $12,000.00, I would be agreeable.

MR. VIRTUE: Thank you.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that the personal property which was sold was sold for its fair market value. It is submitted that the claims made for property which was not found, abandoned or lost, destroyed or stolen, are exorbitant. I would file a new analysis, my lord.

(ANALYSIS MARKED EXHIBIT NO. 12).

MR. HUNTER: Has the lease been filed as an exhibit, my lord?

THE COMMISSIONER: Apparently not.

MR. HUNTER: Haveyou a copy of the lease, Mr. Virtue?

MR. VIRTUE: No, we don't seem to have the lease here, Mr. Hunter, I am sorry.

MR. HUNTER: Or the agreement for sale of the growing crop.

MR. VIRTUE: I think you put in the two original agreements for sale, didn't you? I just have copies which were furnished by you.

MR. HUNTER: Those were the ones that were produced by the claimant originally.

MR. VIRTUE: I beg your pardon?

MR. HUNTER: We will ask the claimant about it.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Inaba, you made some kind of a deal with Mr. Towes before you left, I believe? What was that deal? A: The first year's crop was to be sold to Towesk at $1500.00.

Q You also sold certain things to Mr. Towes for $75.00, didn't you? A: Yes, I did. I sold a horse for $75.00.

Q According to our information, you also sold these other things (indicating), is that correct?

A I bought the horse for $125.00 and I couldn't have put in these other things, too. I definitely didn't sell those things to Towes. It was only the horse.

THE COMMISSIONER: What are those things?

MR. HUNTER: They are on page 2 of the analysis, my lord.

THE COMMISSIONER: That is of the analysis marked Exhibit 12, is that it?

MR. HUNTER: Yes, my lord. Are you sure we haven't that lease? I was sure that lease was filed.

THE COMMISSIONER: Here are the exhibits, Mr. Secretary.

MR. VIRTUE: May I ask what it is you are looking for?

MR. HUNTER: The agreement for selling the crop.

MR. VIRTUE: Oh yes. No, we don't seem to have it, unless it was put in.

MR. HUNTER: It may be, my lord. It is on the master file. Mr. Shears has gone over to get it. I think it will be found that what is in the analysis here is in accordance with the documents, anyway.

THE COMMISSIONER: Is there anything further you wish to cross-examine this man on; if not, we might stand him down until you get the lease.

MR. HUNTER: I don't think there is anything further.

MR. VIRTUE: As far as that goes, if my learned friend produces the lease with his signature on it, I would be glad to admit it.

THE COMMISSIONER: We can stand it down in the meantime and proceed with another claim.

MR. VIRTUE: I don't think anything has been said about the fire insurance. When my learned friend is finished with this witness, I want to ask him a question. Could I ask my learned friend about the fire insurance now? Probably he will admit it.

MR. HUNTER: I am afraid I can't, my lord. The description of the property here isn't adequate enough to allocate it to the property in question.

MR. VIRTUE: Then I will ask the witness about it.

Q I show you a policy of fire insurance. Was that fire insurance carried on the dwelling house which is in question here? A: Yes.

MR. VIRTUE: That is a policy, sir, for $2000.00 on the dwelling house only in question here.

THE COMMISSIONER: Yes. All right, you can stand down now, Inaba. Tell him we require him again.

(Witness aside)

MR. HUNTER: My lord, despite Mr. Shears' departure, I do find it now, attached to another document.

MR. VIRTUE: Perhaps if my friend doesn't want to cross-examine, he can show it to me and I will admit it and be done with it.

MR. HUNTER: This is only a typewritten copy.

MR. VIRTUE: Well, it isn't signed, sir, so I can't admit it.

MASANOBU INABA, the claimant herein, recalled, testified further as follows:

CROSS-EXAMINATION CONTINUED BY MR. HUNTER:

Q Mr. Inaba, is this a true copy of the agreement which you made with Towes? A: He says I can't identify this as I haven't signed it.

Q I see. Where is your copy of the lease?

A I can't reply definitely as there is no signature on that.

Q I asked you where your copy was.

A It is probably in Mr. Shimmick's or Shinnick's office. He made all the arrangements.

Q I understood Mr. James M. Campbell, yourlawyer, made these arrangements?

A The arrangements were made with Shimmick but I didn't use Campbell. I made these arrangements with Shimmick.

Q Did you not use Campbell asyour solicitor?

A Yes, I employed Campbell.

MR. HUNTER: We can't go any further with that, my lord. We will have to call Mr. Campbell and have him identify the lease.

THE COMMISSIONER: Do you wish to file the agreement now?

MR. HUNTER: Yes, we could.

MR. VIRTUE: This is simply --

THE COMMISSIONER: -- for identification, Mr. Virtue, not as an exhibit. It is simply to be marked for identification so we know later which document is being discussed now.

MR. HUNTER: Q: Where did you sign the agreement you made with Towes? A: In Campbell's office.

Q Did you leave your copy there or with Mr. Shimmick?

A I didn't receive a copy.

Q I see. Did you read the agreement before you signed it? A: I don't understand English so I couldn't read it.

Q Was it read to you? A: I think I might know it but I am not certain.

Q And how much did you say the terms were?

THE COMMISSIONER: What is your question?

MR. HUNTER: Q: How much were the terms? $1500.00, did you say? A: I think $1500.00.

Q I suggest it was $1700.00, is that right?

A I don't know. It may have been a mistake on my part.

MR. HUNTER: Yes. I file that letter for identification.

THE COMMISSIONER: Mr. Secretary, will you mark that document "A" for identification? It is not received

as an exhibit.

(DOCUMENT MARKED "A" FOR IDENTIFICATION).

THE COMMISSIONER: Is that all, Mr. Hunter?

MR. HUNTER: That is all, my lord.

THE COMMISSIONER: That is all, thank you, Inaba.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

10

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

20

30

Case 468 / 460

ACKNOWLEDGED

NOV 27 1947

Proof of Claim

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

1. Name of Claimant in full: Masanobu Inaba

   Registration No. 13636

2. Claimant's address at the time of his evacuation from the protected area:
   Mission City, B.C.

3. Claimant's present address:
   Vauxhall, Alberta.

4. Claim relating to real property:

   (a) Street address of real property: (i) Municipality of Mission (ii) Municipality of Matsqui

   (b) Legal description of property:

   (i) Lot 15 and 16 North half of South East quarter of section 29 Township 17, Map 2849. Municipality of Mission in the District of New Westminster.

   (ii) Lot 6 and 7, 118 Group 2 Map 3148 save and except Part O. 149 of an acre as shown in sketch deposited Nø. 6605 of said lot 7. Municipality of Matsqui in the District of New Westminster.

Buildings:-

(a) Located on the Lot 15 and 16 as described ~~avebe~~ in (i) in Mission City.

Residence - 2 storey building, full basement
was insured for $2,000.00
Garage
Rhubarb house , two buildings,
Bunk House , two buildings
Barn and wood shed

(b) Located on Lot 6 and 7 in Matsqui as described in (ii)
Two living house and one shack

VIRTUE & RUSSELL, Barristers, Lethbridge.

(c) Type of real property, i.e., farm, residence, commercial, etc., and short description of it:

Farm and Residence

(d) Title or interest held by Claimant in the real property:

Five year payment agreement

(e) Fair market value of real property at date of sale:

(I) Land— $ Mission land - $2,345.00, Matsqui - $6,800.00

(II) Buildings— $ Mission - $3,025.00, Matsqui - $ 450.00

Have not received any payment on above.

(f) Amount of loss alleged to have been sustained by the Claimant under the terms of reference:

$ $12,620.00

5. Claims relating to personal property, etc.

(a) Location at which property was left by Claimant at date of evacuation:

Mission City, B.C.

(b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

House basement and Garage

(c) In whose care was property left by the Claimant at date of evacuation?

Office of the Custodian

(d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

Share of the Pacific Co-oP Union	83 shares at 10.00 each	$830.00
Share of the Western Canada Hop Co-op Union	30 shares at $10.00 ---	$300.00
Share of Rhubarb of Pacific Fraser Co-op Union	8 shares at $1.00 ----	$ 8.00
Furniture--		$600.00
Farm equipment -		$300.00
Sprayer equipment and supply		$150.00
Household		$100.00
Total		$2,288.00

disallowed

2288.00

1150.00

Received from the Custodian $271.82

(e) Amount of loss alleged to have been sustained by Claimant under the terms of reference:

$2,017.08

6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

7. An Interpreter will be be required.

DATED this 18th day of ~~October~~ November, A.D. 1947.

Samson Sanderson
Witness to Signature of Claimant.

M. Iraba
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

I, Masanobu Inaba
(Full Name of Claimant)

of Vauxhall Alta. Farmer
(Present Address) *(Occupation)*

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.

2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.

3. The above Claim is true and correct.

4. I have not received any payment upon the above Claim other than the following:

Received from the Custodian $271.82

And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at Taber
in the Province of Alberta,
this 18th day of November
A.D. 1947.

M. Inaba

Samson Sanderson
A Commissioner for Oaths in and for the Province of Alberta.

VIRTUE & RUSSELL, Barristers, Lethbridge.

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapted 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

Proof of Claim

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

Masanobu Inaba
(Claimant's Name)

REAL ESTATE
(Farm Land)

I3636
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 Cultivated not planted Cultivated and not in crop List Crops Lot I5&I6 N.½ of S.E.¼ Sec. 29 Twp.I7Map2849 Mun. of Mission Lot 6&7 II8 Group 2 Map 3I48 except 0.I49 of an acreSketch 6605 of said lot 7 Mun. of Matsqui	3I	I938		$9000.00	All cleared	3 living houses and other Buildings	$I2620.00
Total							

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

Description	When Made	Cost	
Tillage and Drainage	year to year	$ 850.00	
Planting I3 acres to small fruits and moving half acre orchard --------		2I50.00	
Cost and labor of Manure		300.00	total $3400.00
Wood left on place		I00.00	----------

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Repair and Enlarge Garage				$ 30.00		30.00		
Repairing Living House				40.00				
" " other buildings				60.00		$70.00		
								$230.00

EXHIBIT No. 468-1
DATE 24 mar 1948
FILED BY
a.g. [illegible]

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

Claimant bought this place on time basis Purchase price $9000.00
Had paid at evacuation 2595.00

6405.00

Statement of sale
Correspondence
Agreements for sale

M. Inaba
Signature

Masanobu Inaba

(Claimant's Name)

PERSONAL CHATTELS

I3636

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
Claimant has list of this goods and is prepared to explain includes shares of the different Co-op Unions	I938	used	Higher than valued at evacuation	Good	$2288.00

EXHIBIT No. 468-2
DATE 24 mar 1948
FILED BY
a.g. Whitney

Description of Storage of Goods:

Goods left in the house basement, in the residence and in Garage

Claimant received amount of $27I.82 in payment

General Statement as to Chattels not Described above:

Additional Comments, if any:

M. Inaba

Signature

EXHIBIT NO. 468-3
DATE 24 mar 1948
FILED BY a.g. Irvine

CANADIAN-JAPANESE CLAIMS FOR LOSSES

BRIEF STATEMENT OF EVIDENCE REQUIRED

Each Claimant should be prepared to answer the following questions clearly, carefully and accurately:-

1. Name: Masanobu Inaba

2. Present residence, Vauxhall, Alta.

3. Residence at date of evacuation. Mission City, B.C.

4. How long had you lived on property from which you were evacuated? 3½ Years

REAL ESTATE

1. When did you buy property in question? October 1938

2. What price did you pay? Municipality of Mission $4000.00 ~~4000.00~~ 3500
Municipality of Matsqui $5000.00

3. What was the exact condition of the property then?

(a) The land itself. Mission City Land Plowed 2 acres, Raspberries, 2½ acres, Rubarb 3/4 acres Loganberries, 1 acre, Blackberries 1/4 acre. Asparagus 2 acres
Matsqui Land. 6 acres Strawberries, 4 acres Aspargus, 3 acres Rubarb, 7 acres stubble

(b) The buildings. Mission City: 2 Storey Building w. full basement, Garage, 2 Rubarb houses, 2 Bunk Houses, Barn, Wood Shed, Packing House f. berries.
Matsqui Buildings: 2 Living Houses, 3 Packing houses f. berries..

4. What improvements did you make upon the property in question? Give full particulars with the value of each and give the value of your own work separately from the money you paid out of your own pocket.)

(a) Buildings. Mission City: Repair and enlarge Garage, $20.00 Spent $10.00 on ~~living house~~ material. Living House $40.00 material, $30.00 work. Change all tables in Rhubarb house. $70.00 work, $60.00 material.

Matsqui, Nil.

(b) ~~Fencing~~ Drainage, Mission City: From Basement to Barn. Spent $3o.oo work $7o.oo
Matsqui. Nil.

(c) Tillage. Mission City. All crops hoed once Spent $25o.oo work for $15o.oo
Matsqui: Spent $2oo.oo, $15o.oo work

(d) Drainage.

(e) Clearing. included in c.

(f) Weed eradication. included in c.

(g) Planting. Mission City: ~~included in~~ 1½ Acres Strawberries, ½ acre Raspberries, 1 acre Rhubarb. Spent $3oo.o Work $15o.oo
Matsqui: 4 acres strawberries, 2 acres Rhubarb, ~~3 acres~~ Hops 4 acres $8oo.oo Orchard Moved ½acre. Spent $6oo.oo Work $3oo.oo

$850.00 + $2550.00 = Total $3400.00

(h) Hauled manure from Abbotsford Spent $2oo.oo Work, $1oo.oo

(i) ~~Woods~~ $1oo.oo

5. Have you the assessed value at date of evacuation? If possible bring your assessment notice. Nil

6. What is your age? 31 Years

7. Did you make a living on the above property? Yes

8. Did you make a profit from your work on the above property? If so about how much over and above your living? $5ooo.oo

9. If you had rented the above property to someone else what annual rental could you have obtained? $15oo.oo

10. What was the fair market value of this property at the date of your evacuation? Mission Land $2345.00 Matsqui Land $6800.00
Bldgs. 3025.00 Bldgs. 450.00
TOTAL $12,620.00 5370.00 7250.00

11. What was the fair market value of the property at the date when the sale was made by the Custodian?

$12,620.00

12. Do you know of any sales of adjoining or close-by property which were made shortly before evacuation? If so give particulars.

No.

13. Did you carry any Fire Insurance on your property? If so, give particulars and try to produce any policies or documents of that kind. Yes. Mission City: Canadian Surety Co. No. 4529 on two story Bldg. $2000.00

Matsqui: New England No. 6255534 $200.00
New England No. 6255533 for $200.00

14. At what price did the Custodian sell your property?

I believe $7500.00

15. Did you receive a cheque and if so, for how much? No.

16. What did you do with the cheque?

n/a

17. What actual loss do you consider you suffered by sale of your property?

$12,620.00

18. Bring in any correspondence you have had with Custodian.

PERSONAL PROPERTY

1. You have already given a list of the articles in respect of which you are making a claim so you need not repeat this but be sure you are familiar with it.

2. Was this property taken over by the Custodian? Yes.

3. What became of the property? Some was sold through Custodian

4. Where was the property actually left when you were evacuated? House, basement and Garage.

5. If it was left in charge of anyone give the name and circumstances. Office of Custodian Mr.Towes was living on place, so must have used all the farm implements.

6. Was this property covered by Fire Insurance? If so, try to produce Fire Policy and any other documents which would show the value. Furniture was insured for $750.00. Society Ltd. No.101173 to May 1943.

7. Did you receive a cheque from the Custodian? Yes

8. For how much? $~~71~~ 271.82

9. What did you do with the cheque? Could not live on beets.

10. Any correspondence? If so, produce it. Cashed
Miss Betty Jacob, Mission City, B.C.
Mr.Shepherd, Mission City, B.C.

GENERAL INFORMATION.

Give name and address of any persons who can corroborate your evidence as toownership, value and loss. Opposite the name of each witness show briefly what evidence the witness is expected to give.

1. Name. Miss Betty Jacobs,

2. Address. Mission City, B.C.

3. Evidence expected.

1. Name. Mr.Shepherd,
Mission City, B.C.

2. Address.

3. Evidence expected.

If there are any special facts applying to your case please state them clearly.

Five Years Payment Agreement
$5oo.oo cash when agreement signed
$1ooo.oo cash on land after first crop
Interest $63o.oo
Next Year $5oo.oo to Mr.Matsuyama as Mr.Shinakouro borrowed and wants me to pay.
Had Agreement, but Custodian wanted it and has it now.
Leased the land to Mr.Toews for one year for $15oo.oo before Evacuation.

The following was missed on sheet No.2
Work to dig up 3/4 acre Loganberries,cut old raspberry cane and loganberry $15o.oo at Mission.

Dig out Rgubarb, 3 acres, 2 acres strawberries,plow 5 acres. $1oo.oo at Matsqui.

LETTERS AND DOCUMENTS

If you have any Agreements for Sale, Transfers, Titles, Insurance Policies, Leases, letters or other writings of any kind shedding any light on any of the above matters, please be sure to bring them in with you and give a list of them below.

EX. 4

PHOTOS



picking
strawberrie

and ~~there~~ where the posts are
standing is were the hops are

M. Sneba

266



EXHIBIT No. 466-HB

DATE 24 mar 1948

FILED BY

af Nuhn

Mission raspberrie
Pickers standing
beside the rows

M. Inaba



Taken from the corner

705 the view of whole

Motsqui

EXHIBIT No. M. Anaba 468-4(a)

DATE 24 Mar 1948

FILED BY

A.J. Vintine



Malaguti

Hops

M. Sneba



spraying hops

M. Snebe

510



244 picking hops

M. Anabe



Botsqui
strawberrie patch

M. Anabe

244

657.50
329.30
204.70
101.50
130.50

Furniture & wood lumber

		custodian Price	set Price	
	Electric Washing Machine (Royal Family)	125.00	159.00	$1.90 cost 166 in 1941
2	heater stove	1 for 7.50	1 for 15.00 1 for 7.00	
	dinning room table	5.00	20.00	
	gramaphone	4.00	10.00	
21	record		9.00	
	mantle clock	4.50	14.00	
	writing table	11.00	17.00	
6	double bed & 1 single bed, matress	1 for 11.00	6 D - 35.00 1 S - 8.00	
2	dresser	1 for 6.00	1 for 15.00 1 for 7.00	
	rocking chair	1 for 1.60 2.50	5.00	
16	kitchen chair	8 for 6.00	16.00	8 8
	couch		4.00	
	Bureau		4.00	
2	white small table with drawers		6.00	
	baby crib		5.00	
	roll of building paper		1.00	
3	suit case, straw (clothes in)		15.00	
	Electric pump & tank (Beatty)		180.00	
	childrens trycicle		2.00	
	childrens wagon		3.00	
	Lumber board 500 feet		20.00	
	2×4 = 200 feet		10.00	
	5 cord woods		70.00	
			657.00	

EXHIBIT No. 468-5
DATE 24 Mar 1948
FILED BY
A.G. Vivine

Farm equipment [illegible]

		Custodian Price	Set price
	240 lb scale		$15.00
	hop scale		5.00
	hand plow (new)		18.00
2	hand cultivator		10.00
	spike cultivator		10.00
	harrow (1 set)		10.00
3	cross cut saw		8.00
20	hop basket		29.00 ✓
20	hops basket (bottom (sack)		12.00 ✓
400	empty strawberrie boxes		90.00
	wheel barrow		4.00
2	grass scythe		1.50
2	axe		2.50
3	manure fork		3.00
	hay fork		1.00
	potatoe fork		1.00
3	garden 5-teeth hook		3.00
18	hoe		9.00
3	square shovel		3.00
6	rhubarb shovel		4.00
2	nail hammer		1.00
	thregg hammer		1.50
2	wages		1.00
2	planning cut		2.00
	big hops prior		3.00
			247.50

Spraying equipment and supply

		Custodian price	set price	
KD 2	hand water sprayer 1 new 1938 1 old		10.00	
			3.00	
D	hand dust sprayer (1938)		4.00	
	Engine power sprayer (1941)	105.00	166.60	cost $175 in 1941.
4 lbs	spray soap		1.00	
2 lbs	black leaf 40		1.50	
1 gal	sulphur		.60	
200 lbs	go west		8.00	
500 lbs	copper lime		7.50	
1 lb	perinox		.90	
7 lbs	bluestone		.70	30 to ✓
10 lbs	copper Bordiimixture		4.00	
4 lbs	Rotox		2.50	
200 lbs	quick lime		4.00	
			214.30	

Household

		custodian price	set price
2	Japanese blackpot (1 large, 1 small)		2.00 / 1.25
3 doz	chop sticks		1.00
	food chopper		1.20
2	fruit bowl (large)		.75
3	miging bowl		1.00
2 doz	Japanese bowl		2.00
1 doz	cups		1.00
1 doz	glass cup		1.00
10	big plate		2.00
6 doz	small plate		4.00
2	kettle		1.00
4	fry pan		1.00
1	roast pan		1.00
2 doz	canning jar		2.00
	Kitchen range ✓	14.00	35.00

Pickers cabin

4	kitchen range		40.00
1	heater stove (old)		4.50
			101.70

farm equipment (continue) 247.50

		Custodian price	set price
	fence stretcher		2.00
2	iron bar		3.00
	pee wee		1.00
2	jack		2.00
	logging chain		1.50
1	25' garden hose ½"		1.00
1	25' garden hose 1		1.50
2	tires (good year HD. 32 x 6		10.00
200	raspberrie post		15.00
1	hop wire ½ ton		20.00
1	raspberrie wire 250#		5.00
1	twine 1 ton		5.00
2	boiler stove		10.00
	old harness	✓ 2.05	5.00
			82.00
			247.50
			82.00
			329.50

Form No. 27. Agreement for Sale of Land. 5-44. The Clarke & Stuart Co. Limited, Law Printers and Stationers, Vancouver, B.C.

This Agreement,

made in triplicate this First day of (October?) in the year of Our Lord one thousand nine hundred and ~~forty~~ thirty-eight

BETWEEN TADAICHI SHILAKAWA of Mission in the Province of British Columbia, Farmer,

Name, Address, and Occupation of Parties

hereinafter called the "Vendor" of the one part

AND

MASANOBU INABA of Mission in the said Province, Farmer,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Mission in the District of New Westminster Province of British Columbia, and more particularly known and described as:- Lots Fifteen (15) and Sixteen (16) of the North Half of the South East quarter of Section Twenty-nine (29) Township Seventeen (17) Map No. 2849.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Thirty-five hundred ($3500.00.)----------~~XX~~ Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of -------- ----------XX Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of One hundred and fifty ($150.00) dollars on the 1st day of November 1938, and

$670.00 on the 1st day of November 1939,
$670.00 " " " " " " 1940,
$670.00 " " " " " " 1941,
$670.00 " " " " " " 1942,
$670.00 " " " " " " 1943.

EXHIBIT No. 468-6
DATE 24 mar 1948
FILED BY af Virtue

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Seven (7%) per cent. per annum, payable on the days and dates aforesaid.

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED
BY THE VENDOR
in the Presence of:

Signature of Witness F. S. Taylor
Street Address Main St.
City Mission City, B.C.
Occupation Notary Public

T. Shilakawa

M. Inaba

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER
in the Presence of:

Signature of Witness .....
Street Address .....
City .....
Occupation .....

FOR ATTORNEY

I HEREBY CERTIFY that, on the day of , 194 , at , in the Province of British Columbia, (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of to the annexed Instrument as the maker thereof, that the said is the same person mentioned in the said Instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said knows the contents of said Instrument, and subscribed the name of the said thereto voluntarily as the free act and deed of the said under authority of a power of attorney which has not been revoked.

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

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

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

DECLARATION BY ATTORNEY

I, of the
of , in the Province of British Columbia,
DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
2. At the time of the execution of the within instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at
in the Province of
this day of A.D. 194

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

.....

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the day of , 194 , at , in the Province of British Columbia, (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that he is the of , and that he is the person who subscribed his name to the annexed instrument as of the said and affixed the seal of the to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

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

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
To Wit:

I, of 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 of , 194

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

Dated October 1st 194 38

TADAICHI SHILAKAWA

AND

MASANOBU INABA

Agreement FOR SALE OF LAND

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C.
Form No. 27

Lots 15 & 16 Sub of N ½
of S.E. ¼ of Sec 29 Twp 17,
Map 2849, Mission. N.W.D.

F.S.Taylor
Real Estate & Insurance
Mission City, B.C.

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the First day of October , 194 38 at
Mission City , in the Province of British Columbia,
Tadaichi Shilakawa (~~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 Mission City in the Province of
British Columbia, this 1st day of October
in the year of our Lord one thousand nine hundred and ~~forty~~ thirty-eight

F S. Taylor

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.

DATE PAID	PRINCIPAL	INTEREST	PAID TO
Oct. 1 (1939)	300.00	234.50	

Form No. 27. Agreement for Sale of Land. 5-44. The Clarke & Stuart Co. Limited, Law Printers and Stationers, Vancouver, B.C.

This Agreement,

made in triplicate this First day of October in the year of Our Lord one thousand nine hundred and ~~forty~~thirty-eight

BETWEEN TADAICHI SHIRAKAWA of Mission in the Province of British Columbia, Farmer

Name, Address, and Occupation of Parties

hereinafter called the "Vendor" of the one part

AND

MASANOBU INABA of Mission in the said Province, Farmer,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Matsqui in the Province of British Columbia and more particularly known and described as Lots Six (6) and Seven (7) of a subdivision of Lot One hundred and eighteen (118) Group Two (2) and a portion of Lot Forty-three (43) West of the Canadian Pacific Railway Right of Way, Group Two (2), and containing 21.73 acres, more or less, according to Map No. 3148.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Five thousand ($5000.00.) ----------XX Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of ---------- Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of Three hundred ($300.00.) dollars on the 1st day of November 1938.

$940.00 on the first day of November 1939.
$940.00 on the first day of November 1940.
$940.00 " " " " " " 1941.
$940.00 " " " " " " 1942.
$940.00 " " " " " " 1943.

EXHIBIT NO. 468-7
DATE 24 mar 1948
FILED BY alg. Virtue

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Seven (7%) per cent. per annum, payable on the days and dates aforesaid.

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

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

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

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

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

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

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

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

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

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

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

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

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

SIGNED, SEALED AND DELIVERED
BY THE VENDOR
in the Presence of:

Signature of Witness F. S. Taylor
Street Address Main St.,
City Mission City, B.C.
Occupation Notary Public

T. Shirakawa

M. Inaba

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER
in the Presence of:

Signature of Witness .....
Street Address .....
City .....
Occupation .....

FOR ATTORNEY

I HEREBY CERTIFY that, on the day of , 194 , at , in the Province of British Columbia, (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of to the annexed Instrument as the maker thereof, that the said is the same person mentioned in the said Instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said knows the contents of said Instrument, and subscribed the name of the said thereto voluntarily as the free act and deed of the said under authority of a power of attorney which has not been revoked.

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

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

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

DECLARATION BY ATTORNEY

I, of the of , in the Province of British Columbia,
DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
2. At the time of the execution of the within instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at
in the Province of
this day of A.D. 194

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

.....

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION

I HEREBY CERTIFY that, on the day of , 194 , at , in the Province of British Columbia, (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that he is the of , and that he is the person who subscribed his name to the annexed instrument as of the said and affixed the seal of the to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

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

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, of 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 of , 194

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

Dated October 1st 194 38

TADAICHI SHIRAKAWA

AND

MASANOBU INABA

Agreement FOR SALE OF LAND

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C.
Form No. 27

Lots 6 & 7, of Lot 118,
Group 2, and portion of
Lot 43, Gp. 2, Map 3148.
Municipality of Matsqui.
N.W.D.

F.S. Taylor
Real Estate and Insurance
Mission City, B.C.

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the First day of October , 194 38, at Mission City, in the Province of British Columbia, Tadaichi Shirakawa (~~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 Mission City in the Province of British Columbia, this 1st day of October in the year of our Lord one thousand nine hundred and ~~forty~~ thirty-eight

F. S. Taylor

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.

DATE PAID	PRINCIPAL	INTEREST	PAID TO
Oct. 1 (1938?)	600 00	329 00	

Hal Menzies,
Haney, B. C.
December 8, 1943

468 - 8

EXHIBIT No.
24 Mar 1948
DATE
FILED BY J.W.G. Hunter

Mr. K. W. Wright,
Council to the Custodian,
Office of the Custodian,
912 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir:

Re: File #713

In responce to your letter of December 6th asking for the valuation on the following described properties, I beg to report as follows:

1. Lots 6 and 7 of Lot 118, Group 2, Map 3148, except 0.149 of an acre, Sketch #6505, Matsqui.

This property consists of 21 acres of silty clay loam all cleared and cultivated and containing
$3\frac{1}{2}$ acres asparagus,
$4\frac{1}{2}$ acres raspberries, posted and wired, "Amended in ltr 27/11/43 to Hops instead of berries
$7\frac{1}{4}$ acres strawberries, poor condition
$2\frac{1}{4}$ acres rhubarb
2 acres ploughed ready for crop, all in a fair state of cultivation
$\frac{1}{2}$ acre of waste wet land.

Price of Land $4000.00.

Buildings:

2 packing sheds	Value	$50.00
1 small cabin 22'by 16'		100.00
Rough cabin 36' by 12'		50.00

All buildings in poor condition

This property is on the main Highway $\frac{1}{2}$ mile from Mission. "on South bank of Fraser River"
Total appraised value $4200.00

---

2. Lots 15 and 16, North $\frac{1}{2}$ of S.E.$\frac{1}{4}$, Section 29, Township 17, Map 2849, Mission Municipality.

10 acres chocolate loam, good quality, all cleared and cultivated containing:
3.50 acres raspberries
$\frac{1}{2}$ acre rhubarb
1 acres asparagus
2 acres strawberries
2 acres strawberries
2 acres fall ploughing
1 acre containing buildings and about 45 fruit trees.

Considerable couch grass and weeds especially in the raspberries. Value of land $2000.00

Buildings:

6-roomed house partly plastered, part shiplap and paper, foundation $\frac{1}{2}$ cement wall with basement with $\frac{1}{2}$ cement footings only. Value $1000.00 -- $1000.00

Garage 16' by 20'	$ 35.00
2 rhubarb forcing buildings 22'by 36' poor condition	75.00
Small frame barn 24' by 24'	35.00

The house is old and the outbuildings are in very poor condition.

Property lies well, on a paved road $1\frac{1}{2}$ miles from Mission. Total appraised value $3145.00

Yours truly,

HM:SP

"Hal Menzies"

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

April 28, 1948

M. Wanstall

HAL MENZIES
Real Estate and Insurance
Haney, B. C.

December 24, 1943

Mr. K. W. Wright,
Council of the Custodian,
Office of the Custodian,
912 Royal Bank Bldg.,
Vancouver, B. C.

468 - 9
EXHIBIT No. 24 Mar 1948
DATE
FILED BY J.W.G. Hunter

Dear Sir:

Re: Valuation of Todaichi Schirakawa Properties.
Lots 6 & 7 of Lot 118, Group 2, Map 3148, S&E Sk 6605 Matsqui

In reply to your letter of December 15th, in which you refer to the report of damage caused by seepage to the above property, I had seepage in mind when I inspected this property, but as the permanent crops showed no affect therefrom I concluded that damage from seepage was not serious. Since receiving your letter I have however, gone over the district and checked with the individuals and offices familiar with the seepage conditions in this area, and I am advised that although there has not been serious damage from this source since the present permanent crops were established, that some years the permanent crops are completely destroyed on 5 or 6 acres of this land. In view of the possibility of this damage I would like to amend my valuation of this property in the amount of $750.00. Viz - $3450.00

I would also like to call your attention to an error in description where I reported first of 4½ acres of raspberries, posted and wired, and should read 4½ acres of hops, posted and wired. There is no raspberries on this property.

Thanking you for your letter, and trusting the foregoing will be satisfactory, I remain

HM:SP

Yours truly,

"Hal Menzie"

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

April 28, 1948

per M. Macdonald

File No. 3212 - 44 27th March, 1948

RE: MASANOBU INABA, Registration No. 13636.

Hearing, 24th March, 1948

The following is a statement of the payments made by this man on his Agreements for Sale:

Parcel "A" Lots 6 and 7, Matsqui.

Agreement for Sale, total.....			$5,000.00
Paid 1938 October 1st.....	$300.00	Prin.	
" 1939 " 1st.....	600.00	"	
" 1939 " 1st.....	329.00	Int.	

Parcel "B" Lots 15 and 16, Mission.

Agreement for Sale, total.....			$3,500.00
Paid 1938 October 1st.....	$150.00	Prin.	
" 1939 October 1st.....	300.00	Prin.	
" 1939 October 1st.....	234.50	Int.	

Parcel "C" Lot 3, Mission.

Agreement for Sale, total.....			500.00
Paid 1938 October 1st.....	50.00	Prin.	
Paid 1939 October 1st.....	100.00	Prin.	
Paid 1939 October 1st.....	31.50	Int.	

General Statement.

The Claimant is the equitable owner of properties "A" and "B", but property "C" was subsequently re-sold by the Claimant.

May 5.1941 $500. paid on A and B - no special apportionment - request $300 be applied on A. and $200 on B.

V/L

DATED at Lethbridge, Alberta, this 27th day of March, A.D.1948.

VIRTUE & RUSSELL,
Solicitors for the Claimant.

EXHIBIT No. 468-10
DATE 29 mar 1948
FILED BY

VIA AIR MAIL

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

ADDRESS ALL COMMUNICATIONS TO THE CUSTODIAN'S OFFICE

PLEASE REFER TO

FILE No. 713 & 4602
Legal Department

EXHIBIT No. 468 - 11
DATE 30 mar 1948
FILED BY
A.G. Wilson

509-10 Royal Bank Bldg.,
Vancouver, B. C.
February 23rd, 1944.

REGISTERED AIRMAIL

Mr. Masanobu Inaba,
Registration #13636,
c/o John Knock, Jr.,
Nobleford, Alberta.

Dear Sir:

Re: Lot 3 of the South Half of the South East Quarter, Section 29, Township 17, Map 553.

We wrote you on January 25th, 1944, as follows:

"This is to advise you that subject to receiving the purchase price of $550.00, it is our intention to complete the sale of the above noted property, arranged between you and Mr. Toews. When this transaction is complete, the net sale price will be credited to your account with the Custodian.

Re: Lot 6 and 7 of Lot 118, Group 2, Map 3148, save and except part 0.149 of an acre, shown on sketch No. 6605, Lot 7, Municipality of Matsqui, and
Lots 15 and 16, of the North Half of the South East quarter, Section 29, Township 17, Map 2849, Municipality of Mission.

In regard to these two properties, Mr. Toews declared to us that a few days prior to March 30th, 1942, you agreed to sell and he agreed to purchase these properties. Mr. Toews states that the transaction was not completed owing to the title of the property being in Mr. Shirikawa's name. Mr. Toews now offers to purchase these two properties at a price of $7,500.00, payable $1,500.00 down and the balance payable $2,000.00 per annum, with interest on the unpaid balance at five percent. The first payment is to fall due on November 1st, 1944 and annually thereafter. The purchaser is to have the option of paying for the whole or any portion of the balance without notice or bonus.

Will you kindly let us know if you consider Mr. Toews' statements to be correct, and we would also like to have your comments regarding the proposed sale of the two last mentioned properties.

Kindly let us have a reply to this letter by return mail."

Please be good enough to let us hear from you immediately in this regard.

Yours truly,

K.W. WRIGHT
Counsel to the Custodian.

KWW/W

Masanobu INABA — Analysis of revised claim

Claim for goods sold	Claim	Sold at Auction	Sold Tenant
Electric Washing machine	159-00	125-00	~~7-50~~
Heater Stove	15-00		7-50
Dining room table	20-00		5-00
Gramaphone	10-00	4-00	
Mantle clock	14-00	4-50	
Writing table	17-00	11-00	
2 Beds	13-00		12-00
Dressers 2	22-00	7-60	
Rocking chair	5-00	2-50	
Kitchen chairs 8	8-00		6-00
Old Harness	5-00	2-05	
Engine power sprayer	166-00		105-00
Kitchen range	35-00	14-00	
	489-00	170-65	135-50

Claim for goods not sold		x Items declared but not on Inventory
Heater stove	7-00xx	xx Items abandoned
21 records	9-00 x	8 on Inventory
5 Beds	30-00 xx	
Couch	4-00 xx	
2 small tables	6-00	
Baby crib	5-00 xx	
Roll building paper	1-00	
3 suit cases clothing	15-00	
Electric pump & tank	180-00	Fixture with Real Property
240# Scale	15-00 x	
Hop scale	5-00 x	
Hand plow new	18-00 x	
2 hand cultivators	10-00 x	
Spike cultivator	10-00 x	
Harrow	10-00 x	
3 cross cut saws	8-00 x	
400 empty strawberry boxes	90-00 x	Used by lessee
wheel barrow	4-00 x	
2 grass scythes	1-50 x	
2 Axes	2-50 x	
3 manure forks	3-00 x	
Hay fork	1-00 x	
Potato fork	1-00 x	
3 Garden hooks	3-00 x	
18 Hoes	9-00 x	
3 Square shovels	3-00 x	
6 Rhubarb shovels	4-00 x	
2 Nail hammers	1-00 x	
Sledge hammer	1-50 x	
2 Wedges	1-00 x	
2 Pruning cuts	2-00 x	
Big hop prior	3-00 x	
Peavey	1-00 x	
2 Jacks	2-00 x	
Logging chain	1-50 x	
50' garden hose	2-50	
200 Raspberry posts	15-00	Fixture with Real property
½ ton Hop wire	20-00	-do-
250# Raspberry wire	5-00	-do-
Ton Lime	5-00	Spoiled by weather
2 Hand water sprayers	13-00 x	
Hand dust sprayer	4-00 x	
Fertilizer- Spray soap Sulphur, Copper Lime Quick Lime &c	30-70	Used by Lessee
8 Kitchen chairs	8-00	
Lumber	30-00 x	
2 Tires	10-00 x	
4 Kitchen ranges (Pickers)	40-00 xx	
1 Heater old	4-50 xx	
	659-70	

468 - 12
EXHIBIT No.
DATE 30 Mar 1948
FILED BY
J.W.G. Hunter

Claim for goods not sold - (For which no record at any time)

Childrens Tricycle	2-00
" Wagon	3-00
5 Cords Wood	70-00
20 Hop Baskets	29-00
20 Hop baskets (Bottom sack	12-00
Fence streatcher	2-00
2 Iron bars	3-00
2 Boiler stoves	10-00
List of Household dishes	22-20
	153-20

Goods valued at	267-00	Sold at Auction for 170-65
" "	222-00	Sold to Tenant " 135-50
" "	90-50	Abandoned
" "	153-20	No record at any time
" "	191-60	Declared but not on Inventory & unsold
" "	37-50	Not declared but on Inventory & unsold
" "	220-00	Considered with Real Property
" "	120-70	Used by Purchaser of Crop $1700
Total	1302-50	

The agreement for ~~grx~~ sale of growing crop made by Inaba with Toews indicates that the following were sole to Toes.

1 Horse
1 Cultivator 10.00
12 Hoes 6.50
2 Axes 2.00
6 cords Firewood 10.00
1 Spring tooth harrow 10.00
5 Shovels 5.00
Assortment of miscellaneous tools 10.00

Most of these items are similar to those which did not appear on the Inventory or for which there was no record.

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

April 28, 1948 W. M. Lassalle

A. For identification

#4602.
Dobson?
Lethbridge

AGREEMENT FOR SALE OF GROWING CROP
****

THIS AGREEMENT made in duplicate this thirtieth day of March A.D. 1942

BETWEEN :-

MASANOBU INABA of Mission City
in the Province of British Columbia
Farmer
(hereinafter called the Vendor)

Of the First Part

- and -

HENRY TOEWS of Yarrow in the
said Province
Farmer
(hereinafter called the Purchaser)

Of the Second Part

WITNESSETH THAT :-

1. The Vendor agrees to sell and hereby sells and the Purchaser agrees to buy and hereby buys, all that certain crop of strawberries, raspberries, rhubarb, loganberries, asparagus and plums now growing on the cultivated portion of the following lands, namely :-

In the Municipality of Mission in the District of New Westminster and Province of British Columbia and more particularly described as :-
Lots Fifteen (15) and Sixteen (16) of the North half of the South East quarter of Section Twenty-nine (29) in Township seventeen (17) Map 2849, and
Lot Three (3) of the South half of the South East Quarter of Section Twenty-nine (29) Township Seventeen (17) Map 553

AND

In the Municipality of Matsqui in the District of New Westminster and Province of British Columbia and more particularly described as :-
Lots Six (6) and Seven (7) of a sub-division of Lot One hundred and eighteen (118) Group two (2) and a portion of Lot forty-three (43) West of the Canadian Pacific Right of Way Group two (2) containing twenty-one and 73/100 (21.73) acres more or less, Map 3148.

the said crops consisting of the following :-

Nine and one half (9.5) acres of strawberries
Three and one half (3.5) acres of raspberries
Five and one half (5.5) acres of asparagus
Three and one half (3.5) acres of rhubarb
One half (0.5) acre of loganberries
Four (4) acres of hops
One quarter (¼) acre of plum trees
Hayland or pasture

2. The Purchase price shall be the sum of Seventeen hundred ($1,700.00) Dollars payable on the execution of this agreement (the receipt whereof is hereby acknowledged)

3. It is understood and agreed that the Purchaser is purchasing only the 1942 crop and if the Vendor does not return to his land in the Spring of the year 1943 he hereby appoints Pacific Co-operative Union, an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City in the said Province, his Agent to deal with the said land and the said crops in the years 1943 and in each year thereafter until he returns to deal with the said lands and/or the said crops in whatsoever manner it shall deem advisable on behalf of the Vendor.

4. The Purchaser further covenants and agrees with the Vendor to market the entire crop aforesaid through the said Pacific Co-operative Union.

5. The Vendor agrees to assist the Purchaser to clear the lands in the Matsqui Municipality of weeds and to use his best and earnest endeavours in that respect.

6. The Purchaser covenants to cultivate properly the said crops and to market the same at his own expense and for that purpose shall have full license and authority to enter the said lands with workmen and implements until all of the said crops have been marketed during the season of the year A.D. 1942.

7. The Purchaser shall have the right to the use and occupation of whatsoever portion of the house located on Lots 15 and 16 aforesaid is not required by the Vendor and after the Vendor is evacuated the Purchaser shall have the right to the use and occupation of all of the said house during the year 1942.

8. The Purchaser agrees to buy from the vendor the following chattels for the sum of Seventy-five ($75.00) Dollars payable out of the proceeds of the aforesaid crops :-

One horse, one cultivator, 12 hoes, 2 axes, 6 cords of firewood, 1 spring tooth harrow, 5 shovels, one stand carrier and an assortment of miscellaneous tools,

for which the Purchaser shall give to the Vendor an order on the Pacific

Co-operative Union for the sum of Seventy-five ($75.00) Dollars.

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

Signed, Sealed and Delivered by MANASOBU INABA and HENRY TOEWS in the presence of

"M.M.Fletcher"

"M. INABA"

"H. TOEWS"

AFFIDAVIT OF EXECUTION

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

1. That I was personally present and did see the within instrument duly signed and executed by MANUSOBU INABA and HENRY TOEWS, both of the parties thereto, for the purposes therein named.

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

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

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

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

"M.M.Fletcher"

".J.M.Campbell"

A Commissioner for taking affidavits within British Columbia.

Dated March 30th A.D. 1942

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MANASOBU INABA

- to -

HENRY TOEWS

****

AGREEMENT FOR SALE OF GROWING CROPS

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James M.Campbell
Barristerv Soláditor
Mission City B.C.