

Custodian File

| <u>REAL PROPERTY</u> | | | | | | | | | | |
|--------------------------------------|-------------------------------------|--|-----------------------------------|---|--|--|------------------------|--|--------------------------------------|---------|
| Greater Vancouver | | Rural (except V.L.A.) | | | V.L.A. (except Mission Village) | | V.L.A. Mission Village | | Total | |
| Sale Price | 5% thereof & 12.50 | Sale Price | 10% thereof | Charges 12.50 & Comm. | Sale Price | Total Award 80% of all Sale Prices | | Sale Price | Total Award 125% of all Sale Prices: | |
| | | | | | | % of Total | Amount | | % of Total | Amount |
| | | | | | 1080 | | 1018.07 | | | 1018.07 |
| <u>PERSONAL PROPERTY</u> | | | | | | | | | | |
| Motor Vehicles | | Boats and Boat Gear | | | | | | | | |
| Sale Price | 25% thereof | Sale Price | Nelson Bros. 23.5% of Sale Price | Other Sales 28.5% of Sale Price | Equipment charges paid to purchasers in error. Repay to owners | Amount of Claims for Boat Gear Declared & Recorded Now Missing | | 45% of amount in next preceding column | | |
| | | | | | | % of Total | Amount | | | |
| 525 | 131.25 | | | | | | | | 131.25 | |
| <u>NETS</u> | | | | | | | | | | |
| Total award for Nets plus Sale Price | | Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing | | Percentage Total Award to Total Claim | | Claim for Nets Sold Declared Not Found, & Recorded Now Missing | | Apply % ratio to Claim | Deduct Custodian Sale Price | |
| | | | | | | | | | | |
| <u>MISCELLANEOUS CHATTELS</u> | | | | | | | | | | |
| Claim for goods Sold By Auction | Sale Price of Goods Sold By Auction | Rebates of charges 30% of Sale Price | Ratio in % of Sale Price to Claim | Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid | Applica-tion of % ratio to amount in next preceding column | Sale Price of goods Sold by Tender | 12% of Sale Price | | | |
| | | | | | | | | | | |
| | | | | | | | | | | |
| TOTAL RECOMMENDATION | | | | | | | | | 1149.32 | |

CASE NO: 532.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 5th, 1948.

IN THE MATTER OF THE CLAIM OF
TAMOTSU MATSUNE

PROCEEDINGS AT HEARING.

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR JUDGE R.M. EDMANSON, SUB-COMMISSIONER).

10

Lethbridge, Alberta,
 August 5th, 1948.

IN THE MATTER OF THE CLAIM OF
TAMOTSU MATSUNE.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

G.E.A. RICE, Esq., K.C., appearing for the
 Dominion Government.

W.E. HUCKVALE, Esq., appearing for the
 Claimant.

MISS LILLIE THOMAS, Secretary.
 MRS. LUCIE HANDFORD, Official Interpreter.
 S.R. HOWARD, Esq., Official Reporter.

30

T. Matsune,
In Chief.

THE SECRETARY: Case No. 532, Tamotsu Matsune.

TAMOTSU MATSUNE, the claimant herein,
being first duly sworn through the
Interpreter, testified as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Matsune, you have a claim for farm land, is
that correct? A: Yes.

Q Do you want to get along in English or Japanese?

MR. RICE: Try it in English.

10 A I will try my best to talk English.

MR. HUCKVALE: Q: Well, if you want an interpreter,
just say so. A: Yes.

Q And that farm land was described as Lot No. 4,
of the East Half of the Southeast Quarter of
Section 22, Township 12, New Westminster District,
Map 3151, is that right?

A That is correct.

Q Now with respect to that farmland, I want to show
you this form (indicating). Will you take a look
20 at it, please? A: Yes.

Q Have you read it over? A: Yes.

Q And have you signed it? A: Yes.

Q And is it true and correct to the best of your
knowledge, information and belief?

A Yes.

MR. HUCKVALE: I will submit that, sir, as an exhibit.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Q: Now, Mr. Matsune, you alleged that
you paid a thousand dollars for that land, is
30 that right?

T. Matsune,
In Chief.

A That is right.

Q In its raw state? A: Yes.

Q Is this the agreement under which you purchased that land? A: Yes.

MR. HUCKVALE: I will tender that, sir.

(AGREEMENT MARKED EXHIBIT NO. 2).

MR. HUCKVALE: And I would ask my friend if he would be good enough to file the appraisal on behalf of that property at the present time.

10 (APPRAISAL REPORT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: Now, Mr. Matsune, what was the condition of your land so far as weeds were concerned at the time you left it?

A It was quite clean when I left there. There wasn't very much weeds.

Q Well in 1942 had you done anything to remove the weeds? A: Yes.

Q Had you cropped the land before you left it; or was there any crop growing on it when you left it? A: Oh yes.

20 Q Now you had been on that land since 1924, is that correct? A: That is correct.

Q I show you this statement. Is that one that you prepared yourself? A: Yes.

Q And does that represent the earnings from this land in 1941? A: Well, this includes earnings from my other place, too.

Q What other place was that?

A That is the 12 acres piece I rented.

30 Q Which has got nothing to do with this land?

T. Matsune,
In Chief.

A No.

Q And this has only partly to do with this land,
this statement? A: Yes, just
a part.

Q Never mind then. We won't put it in. Can you
tell us approximately what you made in 1941 out
of this land alone?

A Out of that land alone?

Q Yes. A: Oh, I would say about--

10 I had two acres there and I had 10 acres on the
other place and that means about one-sixth of that
amount there.

Q That would be one-sixth of \$5100.00?

A Yes.

Q Out of this land alone? A: Yes, that is
pretty close, I think.

MR. RICE: One-sixth of how much?

MR. HUCKVALE: \$5100.00.

20 Q Now, Mr. Matsune, this notice that I show you now
(indicating), is that the assessment notice for
this particular land? A: Yes.

MR. HUCKVALE: I will put it in, sir. It shows the
improvements assessed at \$750.00, or the land
assessed at \$750.00 and the improvements at
\$900.00.

(ASSESSMENT NOTICE MARKED EXHIBIT NO. 4).

30 MR. HUCKVALE: Now I am going to go on to chattels,
sir, but before I do, I would like to point out
that we claim two items only. One was a Ford
truck and the other was a Remington rifle.

T. Matsune,
In Chief.

THE SUB-COMMISSIONER: Yes.

MR. HUCKVALE: The Remington rifle has been returned to the claimant since the claim was filed, so that only leaves the Ford truck that we are interested in.

Q You owned a Ford truck?, A: Yes.

Q And is it described in this form that I show you?

A Yes.

Q And is that form true and correct?

10 A Yes.

Q Have you signed it? A: Yes.

MR. HUCKVALE: I tender it, sir.

(STATEMENT MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Q: I want to show you another document, Mr. Matsune. Will you take a look at that and tell me what it is?

A Yes, that is a receipt from the company I bought my truck.

Q That is a receipt? A: Yes.

20 Q And that shows that you paid how much for it?

A \$950.00.

MR. HUCKVALE: I will tender that, sir.

(RECEIPT MARKED EXHIBIT NO. 6).

MR. RICE: What date is that?

MR. HUCKVALE: December 2nd, 1940.

Q Did you have a '42 licence for that truck?

A I don't remember.

Q You do not remember?

A No.

30 Q All right, will you answer Mr. Rice, please.

T. Matsune,
Cross-Exam.

MR. RICE: I am submitting, your Honour, that the land was sold for its fair value, and I am submitting that the truck was sold for its fair value.

It might be well, perhaps, if I were to tender the real property analysis with regard to the disposition of the truck, which I will do.

MR. HUCKVALE: I think it would be helpful, sir, if my learned friend would submit from his files evidence as to the sale of this particular truck, the date
10 of sale of this particular truck. It does not appear, as far as I can see, on the analysis.

(ANALYSIS MARKED EXHIBIT NO. 7).

MR. SHEARS: December 28th, 1942, is when the credit was made so that it would be approximately that date.

THE SUB-COMMISSIONER: I think you said that it was the real property analysis, Mr. Rice, and it happens to be the personal property analysis.

MR. RICE: Yes, excuse me. The real property valuation
20 went in.

THE SUB-COMMISSIONER: I was just wondering if the Court Reporter had got it in correctly.

CROSS-EXAMINATION BY MR. RICE:

Q All you paid for your Ford truck was \$935.00, wasn't it? A: Yes.

Q And then you bought a licence for \$15.00?

A Yes.

Q And you bought your truck in 1940?

30 A That is right.

T. Matsune,
Cross-Exam.

Q And did the licence run out in 1940; when did the licence run out?

A The end of March of next year, I think, 1941.

Q The licence ran out in March, 1941?

A Yes. However, I do not remember whether I got the licence for '42 or not.

Q Was it a new or secondhand truck?

A It was a new truck.

Q A new truck? A: Yes, a new truck.

10 Q But this statement of yours that you paid \$955.00 for it is not correct, is it?

A \$955.00?

Q Yes. I mean you paid \$935.00 for the truck and \$15.00 for the licence which made the truck and licence \$950.00. I will show you that (indicating).

A Yes, that is right, \$950.00.

Q \$950.00 is what you paid for the truck and licence?

A Yes, that is right.

Q That is right? A: Yes.

20 MR. RICE: I take it that my learned friend is not changing the claim for the value of the land as it was filed for \$2500.00 and the improvements and land makes it \$2750.00. You are filing your claim for \$2500.00.

MR. HUCKVALE: That is right.

MR. RICE: Q: You say that your property produced \$5100.00 in 1941?

MR. HUCKVALE: Not this property.

MR. RICE: Q: This and other property?

30 A That is my both places, that is the amount from

them.

Q But that wouldn't be net, would it? There would be a lot of expense on it?

A Yes.

Q How much expense? A: Well, I gave the piece of paper to Mr. Huckvale.

MR. HUCKVALE: I will show you if you want it. This was taken from the actual figures from the particular Co-Operative to which he sold.

10 THE SUB-COMMISSIONER: Does it include the expenses?

MR. HUCKVALE: Yes, sir, includes the expenses and they are detailed but as the major part arises from than other than this, I did not put it in.

THE SUB-COMMISSIONER: Well, I understood what he said before was that there were 10 acres in the rented piece and something like 2 acres in his own property, is that right?

MR. HUCKVALE: Yes, sir.

THE SUB-COMMISSIONER: Is that all, Mr. Rice?

20 MR. RICE: That is all, sir.

THE SUB-COMMISSIONER: That is all, Mr. Matsune.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

S.R. Howard
"S.R. HOWARD"
OFFICIAL REPORTER.

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

M. Mansory
SUB-COMMISSIONER.

File 5-28

NOV 24 1947 *Case No. 532*

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

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

ACKNOWLEDGED
[Signature]

Lethbridge

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

(1) NAME : MATSUNE TAMOTSU (RCMP) Reg. No. 13691
(Print) Surname Given Name

(2) Pre-Evacuation Address R. R. #1, Warnock, British Columbia.

(3) Present Address P. O. Box 229, Lethbridge, Alberta.

(4) REAL ESTATE

(a) Street Address (if any) R. R. #1, Warnock, British Columbia.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Lot No. 4 of the E. 1/2 of the S. E. 1/4 of Section 22, Township 12, New Westminster District, Map 3151.

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

- (i) Farm
- (ii) ~~Residence~~ Type of business Farming
- (iii) ~~Business~~
- (iv) ~~Any other type of property (describe)~~

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.)... Sole owner (subject to Mortgage to Nettie May Hampton)

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

- (i) Land - - - - - \$ _____
- (ii) Buildings - - - - - \$ _____
- (iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$ _____
- (iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 2500.00
- (v) Amount at which Custodian sold property and credited your account - - - \$ 1080.00
- (f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 1420.00

(5) PERSONAL PROPERTY

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

Truck delivered to R.C.M.P. on orders of Custodian
(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) _____

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

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

Custodian

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

| | | |
|-----|---------------------------------|--------------------------------------|
| 1. | 1941 Ford 1/2 Ton Pick-up-Truck | Estimated Value \$ 850.00 |
| 2. | Sold for | Estimated Value \$ 505.00 |
| 3. | | Estimated Value \$ |
| 4. | Remington Tom Rifle | Estimated Value \$ 30.00 |
| 5. | | Estimated Value \$ |
| 6. | | Estimated Value \$ |
| 7. | | Estimated Value \$ |
| 8. | | Estimated Value \$ |
| 9. | | Estimated Value \$ |
| 10. | | Estimated Value \$ 375.00 |

TOTAL CLAIM FOR PROPERTY LOSS \$ 345.00

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - \$ 1775.00

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

Lethbridge

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

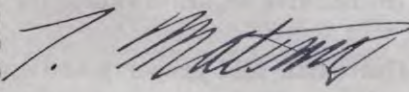
DOMINION OF CANADA)
of)
TO WIT:)

I, Tamotsu Matsune of the City of Lethbridge, in the Province of Alberta,

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at the City of Lethbridge, in the Province of Alberta, this 24th day of November, A.D. 1947.



A Commissioner &c.

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

JAPANESE PROPERTY CLAIMS COMMISSION
COURT HOUSE
VANCOUVER, B.C.

If not called for in 10 days
return to 15 Victoria Mansions,
Lethbridge, Alberta.



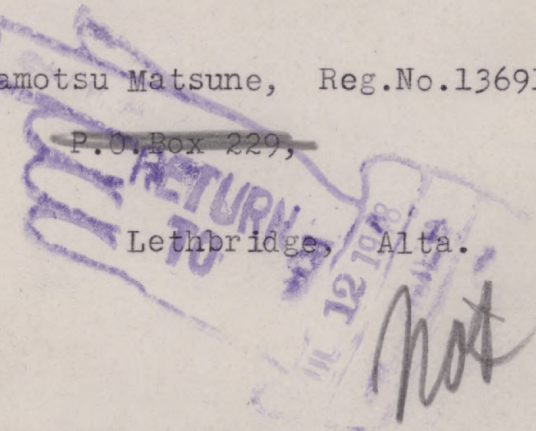
*W.R.H.
70*

*Box 109
Cardale*

Mr. Tamotsu Matsune, Reg.No.13691,

~~P.O.Box 229,~~

Lethbridge, Alta.



Not here

REAL ESTATE
(Farm Land)

MATSUNE T.
(Claimant's Name)

13691

Reg. No.

| LAND | Acres | Date of Purchase | From Whom | Cost Price | Cleared or cultivated at date of Purchase | Improvements at date of Purchase | Estimated value at Date of Sale |
|---|-------------|------------------|-----------|------------|---|----------------------------------|---------------------------------|
| Uncleared Cultivated not planted Cultivated and not in crop List Crops | 7 1/3 acres | 1924 | S. Yano | \$1000. | All bush | Nil | |
| Strawberries, 2 acres 60 fruit trees | | | | | | | |

Total

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

| Description | When Made | Cost |
|-----------------------------|-----------|-----------------|
| Clearing 2 3/4 acres | 1925-41 | \$300. per acre |
| Well 24 ft. cribbed halfway | 1930 | \$100. |

| BUILDINGS | Type | Size | Finish | Date Built | Cost Material | Paid for Labour | Value of Own Labour | Allowance for Depreciation | Estimated Value |
|-----------|--------------------|-------|-------------|------------|---------------|-----------------|---------------------|----------------------------|-----------------|
| House | 26 x 30 | Frame | 1930 | \$1600. | \$50. | \$250. | \$300. | \$1500.00 | |
| Garage | 12 x 18 | " | 1935 | 50.00 | | 50.00 | 50.00 | 50.00 | |
| 2 sheds | 12 x 24 21 x 27 | " | 1925 & 1930 | 200.00 | | 100.00 | 100.00 | 200.00 | |

EXHIBIT No. 532-1.
DATE Aug 5/48
FILLED BY W. Stechale

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

~~Exshem~~ I started house in 1930, but improved it every year since in my spare time. It had 6 rooms and a full basement but no cement floor. House had electricity. I had a good crop of strawberries when I left and fruit trees were in good shape. All young trees, planted in 1939. I paid \$100.00 cash per acre for this land in its raw state. Water supply from well was good. I farmed part time and worked for the Co-op. balance of year.

T. Matsune

Signature

This Agreement,

made in duplicate this

1st.

day of *October* in the year of Our Lord one thousand nine hundred and twenty-*four*

BETWEEN

Seiji Yano, Farmer of the Town of Port Haney in the Province of British Columbia.

Name, Address, and Occupation of Parties

hereinafter called the "Vendor" of the one part

Tamotsu Matsune, Farmer of the aforesaid Town and Province

AND

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

Lot number Four (4) of the east half of the South east quarter of Section Twenty-two, Township Twelve New Westminster district.

EXHIBIT No. 592-2
DATE Aug 5/1924
FILLED BY W. R. Hackwell

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Ten hundred Dollars (\$1000.00) of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Five hundred (\$500.00) Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

Five hundred dollars (\$500.00), April 1st 1925

April 13th 1925

Paid in full for Principal Five hundred Dollars (\$500.00)

Paid in full for Interest up to date eight dollars Ten cent (\$8.10)

S. J. J. J.

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 of Seven per cent. per annum 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.

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 local improvement assessments or taxes and sewer rates, 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

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-fulfillment 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 PURCHASER shall and will 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 and other erections 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.

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.

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:

*Tamotsu Matsune
Port Haney, B.C.*

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

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

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

SIGNED, SEALED AND DELIVERED

in the Presence of:

Signature of Witness *Shiguro Yano*
Street Address *R.R. no. 1*
City *Port Haney B.C.*
Occupation *Farmer*

S. Yano
T. Matsune



FOR ATTORNEY

I Herely Certify that, on the _____ day of _____ 192____, at _____ in the Province of British Columbia (whose identity _____, who is)

has been proved by the evidence on oath of personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of _____ 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 _____, this _____ day of _____, in the year of our Lord one thousand nine hundred and twenty-

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

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

For the Secretary (or other Officer) of a Corporation

I Herby Certify that, on the ... day of ... 192... at ... in the Province of British Columbia ... (whose identity has been proved by the evidence on ... , who is) personally known to me, ... of ... , and that he is the person ... 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 twenty-

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

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

FOR SALE OF LAND Agreement The Clarke & Stuart Co., Ltd., Law Printers and Stationers Vancouver, B.C. Form No. 27

Handwritten signatures and the word 'AND' between them.

Filed October 1st 1924

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA } To Wit:

I, ... of the ... in the Province of British Columbia,

make oath and say:

- 1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at
3. I know the said part, and that ... of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at ... in the Province of British Columbia, this ... day of ... 192...

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

FOR MAKER (INCLUDING MARRIED WOMAN)

I Herby Certify that, on the ... day of ... 192... at ... in the Province of British Columbia, ... (whose identity has been proved by the evidence on ... , who is) personally known to me, appeared ... the person mentioned in the annexed instrument as ... subscribed thereto as part ... that know the contents thereof, and that ... executed the same voluntarily, and is of the full age of twenty-one years.

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

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

BC 76-1
BC 3025.6

Farm Appraisal Report

File No. J.L.285

Land Description Lot 4 of E $\frac{1}{2}$ of SE $\frac{1}{4}$ Sec.22 Tp.12 Map 3151.

Containing 10.088 Acres

Owner's Name MATSUME, Tomotsu, Post Office Address Haney, B.C.

Nearest Rail Point Haney, B.C. Distance 3 mi.

Market Town New Westminster, B.C. Distance 24 "

Church (give denomination) All denominations, Haney, B.C. Distance 3 "

Nearest School Alex. Robinson School Distance 1 "

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

Roads: State whether property has access to main road, the kind of road and its condition.
Direct access to 21st Avenue; gravel road, fair condition.

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

Employment opportunity Limited in this vicinity.

Predominating Nationality and religion: Mixed, Japanese predominating.

Describe Fencing and its condition: No fences. Value \$

Water supply: Domestic supply from well. Value \$

BUILDINGS ON FARM

5282

| BUILDINGS | DIMENSIONS | MATERIAL | HEIGHT | ROOF | AGE ABOUT | Foundation | REPAIR | VALUATION |
|-----------|------------|---------------|---------------------|-------|-----------|------------|--------|-----------|
| HOUSE | 26 x 30 | Frame | 1 $\frac{1}{2}$ st. | Shgl. | 5 | Concrete | Fair | \$1300.00 |
| Garage | 12 x 18 | " | 7 | Bds. | - | Wood | Poor | - |
| BARN | X | | | | | | | |
| BARN | X | | | | | | | |
| Shed | 12 x 24 | poles & shake | 7' | Shke | - | Wood | Poor | - |
| GRANARY | X | | | | | | | |
| Shed | 21 x 27 | Frame & poles | 10' | " | - | " | " | 50.00 |
| | X | | | | | | | |
| | X | | | | | | | |
| | X | | | | | | | |

Total present day value \$ 1350.00

Total Value Buildings add to farm \$ 800.00

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

EXHIBIT NO. 532-3
DATE Aug 5/48
FILLED BY G. A. Rice

Describe the basement and chimneys: Cement foundation 2 ft. Brick chimney to ground.

No. rooms downstairs? 4 Upstairs? 2 How finished Not known.

Are buildings painted? No. Condition of paint Lath and paper outside.

Distance from nearest bush 220 feet.

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

| ACRES | LEVEL, UNDULATING, ROLLING OR HILLY | SOIL (State Depth) | SUB-SOIL | KIND AND QUALITY OF CROP | VALUE PER ACRE | TOTAL |
|---|---|----------------------|--|--|---------------------------|----------------|
| 2.72 | Level | Sandy loam 12 to 20" | Hardpan | Sod, grass & weeds; no crop. | \$70. | \$190.40 |
| Area which can be cultivated without cost other than for breaking. | | | | | | |
| | LEVEL, UNDULATING, ROLLING OR HILLY | SOIL (State Depth) | SUB-SOIL | | VALUE PER ACRE | |
| Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc. | | | | | | |
| | LEVEL, UNDULATING, ROLLING OR HILLY | SOIL (State Depth) | SUB-SOIL | NATURE OF RECLAMATION NECESSARY | RECLAMATION COST PER ACRE | VALUE PER ACRE |
| 7.36 | Level | Sandy loam 12-20" | Hard-pan. | Clearing, stumping, levelling, draining. | \$150. to \$175.00 | \$15. 110.40 |
| Area Unsuitable for Cultivation. | | | | | | |
| | CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY. | | NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE | | VALUE OF LAND PER ACRE | |

Total value of Land \$ 300.80

Total added by buildings to value of farm \$ 800.00

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

Total value of farm \$ 1100.80

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Cleared acreage in very poor condition. No evidence of having been cultivated or cropped this year.

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

Noxious weeds: Badly over-run with thistle.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:
 1942 taxes - \$34.35
 1941 " - 34.54
 1940 " - 35.70 District of Maple Ridge.

Date: 13th June, 1942.

Place: New Westminster, B.C. I certify that the above report is based on a personal examination of the whole farm made on the 11th day of June 19 42.

Inspector's Signature

"H. L. SINCLAIR"

Farm Appraisal Report

MATSUME, T.

Remarks: This is a fair property, well situated, but has a very limited acreage cleared. The cleared area is in sod and grass and badly infested with thistle. There is no evidence of crops and no portion of the cleared area has been cultivated this year.

The dwelling is of frame construction on concrete foundation, outside finish lath and tar paper. All windows and doors of this dwelling have been very well boarded and locked and I was unable to view the interior or basement. The value placed on this structure is on the assumption that first floor is wood lined and floors finished with fir flooring, as is the case in the majority of Japanese unfinished structures of this kind.

Electric light is installed in the dwelling.

(FOR ORCHARD LANDS ONLY)

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

Nil.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

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

| | <u>Present Value</u> |
|-------------------------------|----------------------|
| 2.72 acres cleared, no crops. | \$ |
| 7.36 " bush. | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| | \$ |
| Total | \$ |

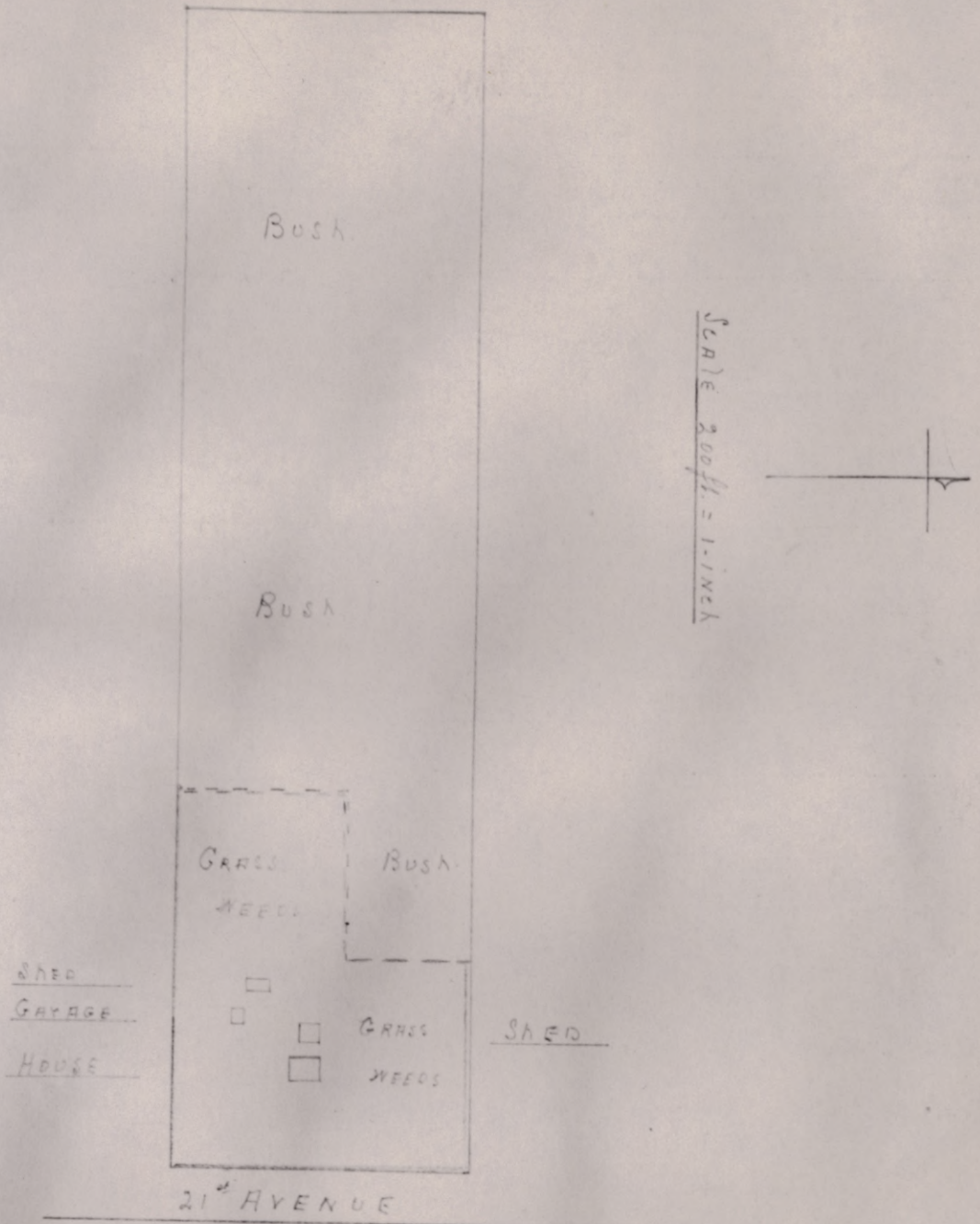
Amount fruit trees add to value of farm \$

Diagram of Property

LOT 4 - of E 1/2 of S.E 1/4 SECT-22-Tp. 12-M4P 3151.

10.088 Acs

TOMOTSU-MATSUME



Following careful review of this appraisal report, it is my opinion that the present value is \$ 1000.00

Date 16th June, 1942.

"I.T. BARNET"
District Superintendent.



Yamatsu Matsume,

R. R. 1. Whonnock.

Notice of Assessment, 1942.

Corporation of The District of Maple Ridge

| Roll No. | Lot | Block or Quarter | Section or D.L. | Twp. | Map | Acreage | Total Value of Land Exclusive of Improvements | | Value of Improvements |
|----------|------------|------------------|-----------------|------|------|---------|---|------|-----------------------|
| | | | | | | | Improved | Wild | |
| 2558 | 4 of E 1/2 | A.E. | 22 | 12 | 3151 | 10.089 | \$ 750 | \$ | \$ 900 |
| | | | | | | | | | |
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EXHIBIT No. 532-4.
 DATE Aug 5/48
 FILLED BY Mr. Hachvale

TAKE NOTICE that the above property is assessed as above for the year 1942. The first sitting of the Court of Revision will be held in the Municipal Hall, Haney, B. C., on the 9th day of February, 1942, at 10.00 a.m. Section 234 of the Municipal Act reads as follows:

"234. (1) If any person is of the opinion that an error or omission exists in or upon the assessment roll as prepared by the assessor, in that the name of any person has been wrongfully inserted in or omitted from the roll, or that any land or improvements within the municipality has or have been wrongfully entered upon or omitted from the roll, or that any land or improvements has or have been valued at too high or too low an amount, or that any land has been improperly classified, he may personally, or by means of a written communication over his signature, or by a solicitor, or by agent authorized by him in writing to appear on his behalf, come before the Court of Revision and make complaint of such error or omission, and may in general terms state his ground of complaint, and the Court shall either confirm the assessment or direct the alteration thereof.

"(2) The Municipal Council may, by its clerk, solicitor, or otherwise, make complaint against the said roll or any individual entry therein, and upon any ground whatever, and the Court of Revision shall deal with the matter of such complaint, and either confirm the assessment or direct the alteration thereof.

"(3) Every complaint shall be made in writing and shall be delivered to the assessor at least ten days prior to the first annual meeting of the Court of Revision."

"(4) Notwithstanding anything in this Act contained, no complaint to the Court of Revision as in this section provided, and no appeal to a Judge of the Supreme Court or to a County Court Judge as hereinafter provided, shall be sustained or allowed on the ground that any land has been valued at too high an amount in any case if the assessment of land complained of or appealed against is ten per centum or more less than the assessed value of the same land in and according to the revised assessment roll for the year immediately preceding, or on the ground that any improvements have been valued too high an amount in any case if the assessment of improvements complained of or appealed against is five per centum or more less than the assessment of the same improvements in and according to the revised assessment roll for the year immediately preceding.

R. W. G. Franklin, Assessor, Haney, B. C.

MATSUNE T.
(Claimant's Name)

PERSONAL CHATTELS

13691
Reg. No.

| <u>Description of Major Items (and particularly of goods lost, stolen or destroyed)</u> | <u>Approximate Date Purchase</u> | <u>New or Used When Purchased</u> | <u>Price Paid</u> | <u>Condition when Evacuated</u> | <u>Estimated value at Date of Evacuation</u> |
|---|--------------------------------------|---------------------------------------|--------------------|-------------------------------------|--|
| 1940 - Ford $\frac{1}{2}$ Ton Pick up Truck | Dec. 1940 | New | \$955. and license | New | \$850.00 |

Description of Storage of Goods:

Delivered to R.C.M.P.

General Statement as to Chattels not Described above:

Rifle claimed for has been returned to claimant.

Additional Comments, if any:

Truck was driven only one year and was kept in perfect mechanical shape.

EXHIBIT No. 532-5
DATE Aug 5/48
FILLED BY W. H. Huchvale

T. Matsune

Signature

TELEPHONE
MARINE 5211

1190 WEST GEORGIA STREET
VANCOUVER, B. C.

INVOICE

BALDERSTON MOTORS LTD.

FORD—MERCURY—LINCOLN

YOUR ORDER NO.

OUR INVOICE NO.

Mr. T. Matsume,
R. R. #1 Whonnock, B. C.

December 2nd, 1940

1940 Ford Pickup Blue Ser. No. 1B4982
license

935 00

15.00

950.00

trade-in allowance

485.00

\$ 465.00

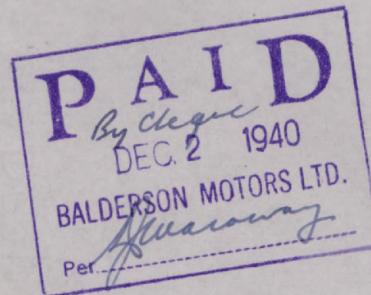


EXHIBIT No. 532-6.
DATE Aug 5/48
FILLED BY W. H. Huchvale

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 5282

EXHIBIT No. _____

NAME Tanetsu MATSUNE

REG. No. 13691

| DATE | INVENTORY | DETAILS OF CLAIM | SALES | | SOLD WITH REAL PROP. | DECL. NOT FOUND |
|----------------------------|----------------|------------------|---------|-----------|----------------------|-----------------|
| | | | AUCTION | TENDER &c | | |
| DECLARATION <u>23/4/42</u> | TAKEN BY _____ | | | | | |
| EVACUATION <u>30/4/42</u> | DATE _____ | | | | | |

1 Kitchen Stove
 1 Heater
 1 Table
 1 Bed
 Remainder of furnishings
 with neighbour (white).
 1 Kitchen Stove
 1 Bed
 400 Berry Crates
 2 Crosscut Saws

1941 Ford $\frac{1}{2}$ Ton Pick-up
 Truck \$850.00
 Remington Rifle 30.00
 Total: \$880.00
 Ack. Custodian Credit 505.00
 Amt. of Pers. Prop. Claim \$375.00

\$525.00

Gross proceeds sale of Truck:
 Less charges:
 Net proceeds sale of Truck:

\$525.00
22.40
\$502.60



Vancouver, B. C., May 29/48.

RGB/P.

E No 5282

EXHIBIT No.

CASE No.

G. No. 13691

VENUE Lethbridge.

| SALES | | SOLD WITH REAL PROP. | DECL. NOT FOUND | NO RECORD AT ANYTIME | ABANDONED | NO ACCOUNT. THEFT &c | UNSOLD | REMARKS |
|---------|-------------------|----------------------|-----------------|----------------------|-----------|----------------------|--------|---|
| AUCTION | TENDER &c | | | | | | | |
| | \$525.00 | | | ✓ | | | | All firearms have been retained by R.C.M.P., to whom owners can now apply direct. |
| | <u>\$525.00</u> | | | | | | | |
| | <u>22.40</u> | | | | | | | |
| | <u>\$502.60</u> | | | | | | | |
| | <u> </u> | | | | | | | |

[Handwritten signature]

EXHIBIT No. 532-7
 DATE Aug 5/48
 FILLED BY [Signature]

STATE OF TEXAS DEPARTMENT OF REAL ESTATE

Case No. _____

VENUE

No. _____

REMARKS

| INVENTORY | NO RECORD AT ANYTIME | DECL. NOT FOUND | SALES | |
|---|----------------------|-----------------|----------|--------|
| | | | NO. SOLD | AMOUNT |
| <p>1. 1970 Ford Mustang 2. 1970 Ford Mustang 3. 1970 Ford Mustang 4. 1970 Ford Mustang 5. 1970 Ford Mustang 6. 1970 Ford Mustang 7. 1970 Ford Mustang 8. 1970 Ford Mustang 9. 1970 Ford Mustang 10. 1970 Ford Mustang 11. 1970 Ford Mustang 12. 1970 Ford Mustang 13. 1970 Ford Mustang 14. 1970 Ford Mustang 15. 1970 Ford Mustang 16. 1970 Ford Mustang 17. 1970 Ford Mustang 18. 1970 Ford Mustang 19. 1970 Ford Mustang 20. 1970 Ford Mustang 21. 1970 Ford Mustang 22. 1970 Ford Mustang 23. 1970 Ford Mustang 24. 1970 Ford Mustang 25. 1970 Ford Mustang 26. 1970 Ford Mustang 27. 1970 Ford Mustang 28. 1970 Ford Mustang 29. 1970 Ford Mustang 30. 1970 Ford Mustang 31. 1970 Ford Mustang 32. 1970 Ford Mustang 33. 1970 Ford Mustang 34. 1970 Ford Mustang 35. 1970 Ford Mustang 36. 1970 Ford Mustang 37. 1970 Ford Mustang 38. 1970 Ford Mustang 39. 1970 Ford Mustang 40. 1970 Ford Mustang 41. 1970 Ford Mustang 42. 1970 Ford Mustang 43. 1970 Ford Mustang 44. 1970 Ford Mustang 45. 1970 Ford Mustang 46. 1970 Ford Mustang 47. 1970 Ford Mustang 48. 1970 Ford Mustang 49. 1970 Ford Mustang 50. 1970 Ford Mustang 51. 1970 Ford Mustang 52. 1970 Ford Mustang 53. 1970 Ford Mustang 54. 1970 Ford Mustang 55. 1970 Ford Mustang 56. 1970 Ford Mustang 57. 1970 Ford Mustang 58. 1970 Ford Mustang 59. 1970 Ford Mustang 60. 1970 Ford Mustang 61. 1970 Ford Mustang 62. 1970 Ford Mustang 63. 1970 Ford Mustang 64. 1970 Ford Mustang 65. 1970 Ford Mustang 66. 1970 Ford Mustang 67. 1970 Ford Mustang 68. 1970 Ford Mustang 69. 1970 Ford Mustang 70. 1970 Ford Mustang 71. 1970 Ford Mustang 72. 1970 Ford Mustang 73. 1970 Ford Mustang 74. 1970 Ford Mustang 75. 1970 Ford Mustang 76. 1970 Ford Mustang 77. 1970 Ford Mustang 78. 1970 Ford Mustang 79. 1970 Ford Mustang 80. 1970 Ford Mustang 81. 1970 Ford Mustang 82. 1970 Ford Mustang 83. 1970 Ford Mustang 84. 1970 Ford Mustang 85. 1970 Ford Mustang 86. 1970 Ford Mustang 87. 1970 Ford Mustang 88. 1970 Ford Mustang 89. 1970 Ford Mustang 90. 1970 Ford Mustang 91. 1970 Ford Mustang 92. 1970 Ford Mustang 93. 1970 Ford Mustang 94. 1970 Ford Mustang 95. 1970 Ford Mustang 96. 1970 Ford Mustang 97. 1970 Ford Mustang 98. 1970 Ford Mustang 99. 1970 Ford Mustang 100. 1970 Ford Mustang</p> | | | | |
| <p>Group proceeds sale of \$10,000.00 Less charges \$1,000.00 Net proceeds sale of \$9,000.00</p> | | | | |

2/5282

EXHIBIT _____
 DATE _____
 FILED _____