

<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
					1194		837.82			837.82
<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	% of Total	Amount	% of Total
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
							% of Total	Amount	% of Total	Amount
TOTAL RECOMMENDATION										837.82

CASE NO. 540.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,  
August 6th, 1948.

IN THE MATTER OF THE CLAIM OF  
YAOZO NOMURA.

PROCEEDINGS AT HEARING.

Original.

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 6th, 1948.

IN THE MATTER OF THE CLAIM OF  
YAOZO NOMURA.

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.

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MIS LILLIE THOMAS, Secretary.  
 D.J. HANDFORD, Esq., Official Interpreter.  
 S.R. HOWARD, Esq., Official Reporter.

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Y. Nomura,  
In Chief.

THE SECRETARY: Case No. 540, Yoazo Nomura.

YOAZO NOMURA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Nomura, you have a claim for farmland, is that correct? A: Yes.

Q And you describe that land as Blocks 12, 13 and 18 and Lots 1 to 10 inclusive of Block 19 of Block "A" of Lot 165, Group 3, Map 2632, save and except part .34 of an acre more or less of Block 13 as shown and outlined in red on Sketch deposited as No. 5279 in the District of New Westminster?

A Yes.

Q Now with respect to that farmland, I want to show you that form (indicating) and ask you to look at it, please? A: Yes.

Q Have you read that over or had it read over to you?

A Yes.

20 Q Will you sign it, please?

A (Witness complies).

Q Are the particulars that you have given in that form true and correct to the best of your knowledge, information and belief?

A Yes.

MR. HUCKVALE: I will tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Q: Now you say in that form that you purchased this land from a man named Endo?

30 A Yes.

Y. Nomura,  
In Chief.

Q As a matter of fact, there were two Messrs. Endo, were there not?

A Including Mrs. Endo.

Q And you say that you paid \$1113.20?

A Yes.

Q I want to show you this agreement (indicating). Is that the agreement under which you purchased the land in 1919?

A Yes.

10 MR. HUCKVALE: I will tender that, sir.

(AGREEMENT MARKED EXHIBIT NO. 2).

Q Did you finish paying up for it together with all the interest?

A: Yes.

MR. HUCKVALE: I take it my friend will admit we paid for it as we have got the title here (indicating).

Q Now, Mr. Nomura, in 1930 part of your land was expropriated, was it not?

A Yes, I think it was for building a highway.

Q I show you a letter from the Department of Public Works as well as a receipt (indicating). Is that  
20 a receipt of the money paid to you as the result of that expropriation of part of these lands?

A Yes.

MR. HUCKVALE: I will tender that, sir.

(DOCUMENT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Perhaps my friend will file on behalf of the Crown the farm appraisal report.

(APPRAISAL REPORT MARKED EXHIBIT NO. 4).

MR. HUCKVALE: Q: Now I take it, Mr. Nomura, that  
30 with respect to the dwelling house that you lived in,

Yl Nomura,  
In Chief.

I take it that it is the first one described on this form (indicating); is that right?

A Yes.

Q That is the first one described in Exhibit 1?

A Yes.

Q Did you insure that house?

A Yes, but I think it expired about the year I came here to Alberta.

MR. HUCKVALE: Q: Is this the insurance policy  
10 (indicating)?

MR. RICE: Is it on the house?

MR. HUCKVALE: H ouse and contents.

A Yes.

Q And that shows you had a thousand dollars on the house and <sup>\$500.00</sup> \$500.00 on the contents? *ooh*

A Yes, that is correct.

Q The insurance was for a term of 36 months from the 11th of March, '39, until the 11th of March, 1942?

A: Yes.

20 Q Did any agent of the insurance company inspect your house before taking the policy?

A Yes.

MR. HUCKVALE: I will tender that, sir.

(INSURANCE POLICY MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Q: Now, Mr. Nomura, I want to show you a photograph (indicating). Will you look at it and tell me what it is?

A On the extreme right there is the roothouse.

30 Q That building on the extremexright of the photograph in the foreground is the roothouse that you

Y. Nomura,  
In Chief.

describe in your claim, is that right?

A Yes. The small building in the centre of the picture is the house referred to, 20 x 26.

Q Yes. A: And just behind that not shown is another place that I built.

Q Are the trees shown in front of the dwelling house yours? A: Yes.

Q And is the land in the foreground of the picture your land?

10 A Yes.

Q And whose fence is it? A: Yes.

Q That is your fence? A: Yes.

Q And you owned the fence?

A This is the fence that is around my property here but it belonged, that was built, and is the property of the Government.

Q I see, but all that land in the foreground of the picture is yours; is that correct?

A Yes.

20 Q And what crop is growing there, can you tell me?

A Strawberries.

Q Strawberries? A: Yes.

Q Can you tell me roughly when that picture was taken? A: About 1933 or '4.

MR. HUCKVALE: I will tender that, sir.

(PHOTOGRAPH MARKED EXHIBIT NO. 6).

MR. HUCKVALE: Q: Now in your real property form, Exhibit No. 1, Mr. Nomura, you say that you built an addition to your house in 1937?

30 A Yes.

Y. Nomura,  
In Chief.

Q And you say that consisted of a kitchen, bedroom  
and a pantry? A: Yes.

Q I want to show you a picture. Will you tell me  
what that is a picture of (indicating)?

A This is a picture of the improvements just referred  
to.

MR. HUCKVALE: I tender that, sir.

(PHOTOGRAPH MARKED EXHIBIT NO. 7).

MR. HUCKVALE: Now you say that you have been on that  
10 place a long time? Or you were on it a long time,  
weren't you?

A Yes, about 24 years.

Q I want to show you that picture, and will you look  
at the back of it and the front of it and tell me  
what it is? A: This is all

the foreground there, the farmland is all mine,  
but this house on the left belongs to somebody  
else; that is not my house.

Q Well what crop is shown there?

20 A Strawberries.

Q And in your opinion is that a good example of  
your strawberry crop? A: Yes.

Q Can you tell me what year that picture was taken  
in? A: I think it must have  
been taken as it is dated on the back, 1936,  
but I am not sure.

MR. HUCKVALE: I will tender that, sir.

(PHOTOGRAPH MARKED EXHIBIT NO. 8).

MR. HUCKVALE: Q: I want to show you one more picture,  
30 Mr. Nomura. Will you tell me what that is a picture



Y. Nomura,  
In Chief.

of (indicating)? A: That is also a picture of some of my strawberries being hoed.

Q Is that an example of the way that your strawberries were cultivated when you were on this place?

A Yes.

Q Was your whole farm kept up in that shape?

A Yes.

MR. HUCKVALE: I will tender that, sir.

(PHOTOGRAPH MARKED EXHIBIT NO. 9).

10 MR. HUCKVALE: Will you answer Mr. Rice, please?

MR. RICE: I submit, your Honour, that this land was sold for its fair value. I am tendering as an exhibit an analysis of claim on real property.

(ANALYSIS MARKED EXHIBIT NO. 10).

MR. RICE: For the purpose of clearing up the record I observe that the claim was filed for land \$5000.00 and the buildings \$3300.00. That is the original claim as filed and the statement submitted as Exhibit 1 by my learned friend shows the improvements at \$2405.00. I take it that this will make the claim the difference between that and \$3300.00 and it will make his claim \$7400.00 instead of \$8300.00. I take it the claim is being reduced.

20

MR. HUCKVALE: Yes, on the buildings only.

MR. RICE: I would also point out, Your Honour, that the property was sold for \$1194.00 and not \$1157.38 as credited by the Custodian.

THE SUB-COMMISSIONER: Yes, all right.

Y. Nomura,  
Cross-Exam.

CROSS-EXAMINATION BY MR. RICE:

Q In the statement which you filed as Exhibit 1, you say that you cleared  $10\frac{1}{2}$  acres at a cost of \$4300.00?

A: Yes.

Q And you cropped that  $10\frac{1}{2}$  acres for about 20 years, did you not?

MR. HUCKVALE: My friend is misreading the form. The clearing was done up to 1932. He didn't clear  $10\frac{1}{2}$  acres just before he left.

10 MR. RICE: 1919 to 1932.

MR. HUCKVALE: How could he crop  $10\frac{1}{2}$  acres in 1919 when he didn't even have it cleared then?

MR. RICE: Part of it was. He started it from 1919 to 1932.

Q You cropped all of it for 10 years at least, did you not?

A The last ground that was cleared would be something less than 10 years.

Q Well, I am just taking your sworn statement. Is this sworn statement that you filed incorrect?

A It is 9 years.

Q Well the statement says 1919, between 1919 and 1932?

MR. HUCKVALE: Well that would give him nine years, 1932 to 1942.

A In 1932 the land was cleared but there was no crop. The last year that was cleared.

MR. RICE: Q: I say how much was cleared in 1932,

10 acres?

A: The last year that I cleared, I cleared about one acre so that there would be something over nine acres in 1932.

Q And then you had a crop on something over nine acres for ten years, is that right?

A Yes.

Q And I observe that you have given no credit for the use of that land nor the crops that you have taken over that period, have you?

A No.

Q Why not? A: The quality of this land of mine in Mission was very, very good and had a good reputation throughout the area.

10

Q That hardly answers my question, though, does it?

A The development and maintenance of the land took a great deal of work and labour.

Q Yes, but you had the use of this land, as you say, yourself for nine years, got the crops off it and isn't that worth something and shouldn't it go for a credit for this?

MR. HUCKVALE: Who are we supposed to credit? I haven't got it yet.

20 MR. RICE: I don't know. I can go out and bring up some land in this country, break it up and take the crop to market from it, and be allowed for five crops.

MR. HUCKVALE: Who are we supposed to take this or give this as a credit to?

MR. RICE: You have charged it to value. I say there should be something for the crops taken off. This is your computation.

THE SUB-COMMISSIONER: I don't see how there would be any element of credit by reason of the crop being

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Y. Nomura,  
Cross-Exam.  
Discussion.

taken off. Here is the land taken and sold to him and this man says, "I did such and such work on it and it gives me so much, or cost me so much to start with, and the improvements cost me so much"; that question will enter into the determination of value but it doesn't necessarily mean that it could be a credit.

10 MR. RICE: I am going to suggest that that is going to or could have gone to the land and it could have been charged up, the first five crops.

THE SUB-COMMISSIONER: I don't know anything about that, but it does occur to me that it is a straight question of what is the value of this land as improved, and if they didn't give him enough money or they didn't get enough money, it seems to me that there is some responsibility.

MR. RICE: But the fact that he spent \$4300.00 on it shouldn't enter into it.

20 THE SUB-COMMISSIONER: That doesn't necessarily mean that that has got to be a factor in what he is going to be paid. In other words, he is not going to get \$4300.00 back but he is going to get back some value because he improved it.

MR. RICE: He says that he broke it up in clearing it, and that it cost \$4300.00. I say there is no reason whatever to give him that \$4300.00 for that. It may have been that much.

THE SUB-COMMISSIONER: The whole question is as to what the value of this land is as improved.

30 MR. RICE: Its value, what it was at the time of

Y. Nomura,  
Discussion.

evacuation.

THE SUB-COMMISSIONER: If he had made no money at all or made a hundred thousand dollars, it wouldn't matter, it is only the question of the value of this land as improved.

MR. RICE: Q: Could you have sold this land at \$7400.00 when you left there? It takes you a long time to answer that one.

A Well I think it was fully worth \$7,400.00 but whether I could find a purchaser at that price, I don't know.

RE-DIRECT EXAMINATION BY MR. HUCKVALE:

Q Did you ever try to sell it or were you anxious to sell it?

A No, I had never intended to sellit.

Q Did you ever make any attempt to sell it?

A No.

Q All right, that is all, thank you.

20

(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.

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

30

*[Signature]*  
SUB-COMMISSIONER.

DEC 21 1947

Case No. 540

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

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

ACKNOWLEDGED

(Signature)

5430

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

(1) NAME NOMURA YAOZO (RCMP) Reg. No. 13016  
(Print) Surname Given Name

(2) Pre-Evacuation Address R. R. #1, Mission City, British Columbia. R+H

(3) Present Address Cranford, Alberta.

(4) REAL ESTATE

(a) Street Address (if any) Mission City, British Columbia  
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Blocks 12, 13 and 18 and Lots 1 to 10 (both inclusive) of Block 19, of Block "A", of Lot 165, Group 3, Map 2632, save and except part (.34) (of an acre more or less) of Block 13, as shown and outlined in red on sketch deposited No. 5279 in the District of New Westminster.

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

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

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

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

- (i) Land - - - - - \$ 5000.00
- (ii) Buildings - - - - - \$ 3300.00
- (iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$ \_\_\_\_\_
- (iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 8300.00
- (v) Amount at which Custodian sold property and credited your account - - \$ 1157.38
- (f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 7142.62

(5) PERSONAL PROPERTY

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

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

(c) How stored or packed at time of evacuation \_\_\_\_\_

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

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

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

TOTAL CLAIM FOR PROPERTY LOSS \$ \_\_\_\_\_

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e)) - - - - - \$ 7142.62

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

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

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

DOMINION OF CANADA,  
of  
TO WIT:

I, Yaozo Nomura of the  
of Cranford, 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 16th day of December, )  
A.D. 1947. W. B. Huestwaite )

Y. Nomura  
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.

NOMURA Y.  
(Claimant's Name)

**REAL ESTATE**  
(Farm Land)

13016

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared or Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Reg. No.	Estimated value at Date of Sale
Uncleared Cultivated not planted Cultivated and not in crop	10.65	May 23, 1919.	T. Endo	\$1,113.20				
List Crops	1 acre grazing							
Strawberries	2 1/2 acres	2 1/2 ac. in readiness for planting ever-bearing strawberries			nil	nil		\$8,300.00
Raspberries	1/2 "							
Rhubarb	1 "	Blueberries	1/4 ac.					
Asparagus	1/2 "	Hops	3/4 "					
Loganberries & 45 fruit trees	1/2 "	Vegetables	1/2 "					
	Total							

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

Description	When Made	Cost
Clearing 10 1/2 acres	1919-1932	\$4300.00
Drainage ditches 1600 ft.	1923	1000.00
Electricity	1938	250.00

**BUILDINGS**

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Dwelling house	20 x 26	Shingle siding	1919	Lbr. 9370' @ \$72.	-\$674.00	\$75.00		\$2000.00
"	38 x 12	" "	1937	Single 6000' @ 6.	36.00			
"	12 Windows & 11 doors			\$100.00 Lbr. 6740' @ \$60.	404.00	75.00		225.00
"	nails and hardware			100.00 Shingle 6000' @ \$6.	36.00			
Barn	22 x 28		1936	\$250.00	<del>75.00</del>	75.00		
Root House	34 x 36		1930	500.00	<del>15.00</del>	150.00		325.00
Packing House	12 x 24		1937	100.00	<del>30.00</del>	30.00		650.00
Washshed & Bath house			1939	50.00				130.00
" Garage	12 x 16		1939	50.00				50.00
							" Garage	50.00
								3205.00
								800.00
							Less allowance for depreciation	
							Total buildings.	\$2405.00

EXHIBIT No. 540-1  
DATE Aug. 6 / 48  
FILLED BY W. R. Huchvale

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

In December 1930, B.C. Government expropriated approximately 1 1/2 acres for roadway, and paid \$1100. for same. Valuation shows peas and onions planted. There were none of these when I evacuated and I presume some of my berry crops were dried up by tenant, who apparently knew nothing about small fruit farming. My crops were in excellent shape when I left (see Pictures of crop). An addition to house was built in 1937 consisting of kitchen, bedroom and pantry. This seems to have been overlooked entirely in the appraisal. Cost of same is shown above. A barn built in 1936 and a pack house built in 1937 were not covered by the appraisal. This farm has always supported my wife and family of 8 children. Since it has been cleared it has consistently ~~provided~~ produced a profit. In 1941 my gross crop was approximately \$2500. and even in hard times I never realized less than \$500. net after paying all expenses including living expenses for my family.

Y. Nomura  
Signature



# Articles of Agreement

made in the Twenty-third day of May, in the year of our Lord one thousand nine hundred and Nineteen.,

BETWEEN TORASHICHI ENDO, Farmer of Mission, in the Province of British Columbia, and HISA ENDO, Wife of the said TORASHICHI ENDO.,

hereinafter called the "Vendor" of the one part AND

YAOZO NOMURA, Laborer, of Port Moody, in the Province of British Columbia.,

hereinafter called the "Purchaser" of the other part

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and from the Vendor the land, hereinafter mentioned, that is to say: ALL AND SINGULAR that certain parcel or tract of land and premises situate in the Municipality of Mission, in the Province of British Columbia and more particularly known and described as ~~Lot~~ Blocks Twelve (12), Thirteen (13) and Eighteen (18); and Lots One (1) to Ten (10) inclusive in Block Nineteen (19);

~~of Block numbered~~

*V.E. of Block A.*

in subdivision of district Lot No. One hundred and sixty-five (165), Group Three (3), New Westminster District according to the registered map of the said sub-division deposited in the Land Registry Office, at the City of New Westminster, in the said Province and numbered 2632.

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum of One thousand One hundred Thirteen and 20/100 Dollars (\$1,113,20.) of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Three hundred seventy-three and 20/100

Dollars (\$373.20.) on the execution of this Agreement (the receipt whereof is hereby acknowledged by the Vendor), and the balance as follows:

Sum of One hundred and eighty-five Dollars (\$185.00) to be due and payable on the First day of December 1919., One hundred and eighty-five Dollars (\$185.00) to be due and payable on the First day of December 1920., One hundred and eighty <sup>/five</sup> Dollars (\$185.00) to be due and payable on the First of December 1921., and One hundred and ~~eighty~~ eighty-five Dollars (\$185.00) to be due and payable on the First day of June 1922;

EXHIBIT No. 540-2

DATE Aug 6/1918

FILLED BY W.R. Buckvale

TOGETHER with interest on the monies from time to time owing under this Agreement, at the rate of seven per cent. ( 7 %) per annum, payable together with the said princip-als.

ALWAYS PROVIDED, HOWEVER, that the Purchaser may at any time within the above mentioned period pay the balance of the purchase price and the interest thereon to the date of such payments unless this Agreement is rendered null and void as hereinafter provided.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: The Purchaser DOES COVENANT, to and with the Vendor that he shall well and truly pay to the Vendor, the sums of money above mentioned, together with the interest thereon at the rate as aforesaid, both before and after maturity, on the days and times in manner above mentioned:

AND also shall pay and discharge all taxes rates and assessments wherewith the said land may be rated or charged from and after this date, and all instalments of principal and interest of local improvements taxes and assessments now rated and charged, or hereafter rated and charged against the said lands including proportion of this year's taxes and charges from date of this Agreement:

AND will insure and keep insured in the name of the Vendor any buildings which may be on said lands at this date, in a Company to be approved by the Vendor, to their full insurable value; AND will pay the Vendor all sums of money that may be paid by him for insurance premiums in respect of fire insurance on buildings on said premises during the currency of this Agreement, and the Vendor shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this Agreement, at the rate of Seven per cent. per annum from the date of each payment.

AND it is further agreed that in the event of such insurance becoming payable through satisfaction of loss, the Vendor, upon receiving such insurance, shall treat the same as a payment on the property, which shall be credited to the Purchaser on this Agreement, and will pay or cause to be paid to the Purchaser that part of such insurance remaining after retaining only sufficient to satisfy the Vendor's claims under this Agreement.

IN CONSIDERATION WHEREOF, and on payment of the said sums of money, with interest thereon as aforesaid, the Vendor does COVENANT 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 the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL INCUMBRANCES, except rates, taxes and assessments from and after this date, and instalments of local improvements taxes and assessments, but subject to the conditions and reservations in the original grant thereof from the Crown, and such Deed shall be prepared by the Vendor at the expense of the Purchaser, and shall contain the usual statutory covenants, and the Vendor will assign to the Purchaser any Insurance Policies then not matured on said buildings.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in the payment of the said sums of money above mentioned or the interest thereon, or any part thereof, on the days and times and 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, and unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may give to the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any such default shall continue, these presents shall at the expiration of such notice (if the Vendor shall so elect) be null and void and of no effect, and the Vendor shall be at liberty to re-possess, re-sell and convey the said lands to any purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the Vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently given if delivered to the Purchaser or mailed under registered cover, addressed to the Purchaser at Vancouver, B. C.

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

THE PURCHASER shall examine the title at his own expense.

THE VENDOR shall not be bound to furnish any abstract of title, or produce any deeds, declarations or other evidences of title, except those in the possession or control of the Vendor, and copies of the title deeds in the possession of the Vendor will only be furnished at the expense of the Purchaser.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges, conditions and liabilities contained in this agreement shall be read and held as made by and with, and 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.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or 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 a satisfactory declaration that such default has occurred and is then continuing at the date of such production.

IN WITNESS WHEREOF, the said parties 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

*Masanori Yamada*  
Broker  
368 Powell St  
Vancouver B.C.

*Forashichi Endo*  
*Hisa Endo*

Signed and Sealed  
BY THE PURCHASER IN THE PRESENCE OF

*Masanori Yamada*  
Broker  
368 Powell St  
Vancouver B.C.

*yaozo nomura*

FOR MAKER OR MAKERS

LAND REGISTRY ACT.

For Witness.

I HEREBY CERTIFY that, on the sixteenth day of June, 1919  
at the City of Vancouver, in the Province of British Columbia,  
Masanori Yamada [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 whose name is subscribed to the annexed instrument  
as witness, and that he is of the full age of sixteen years, and, having been duly sworn by  
me, did prove to me that Forashichi Endo, Hisa Endo and Yaozo Nomura did execute the same  
in his presence voluntarily and are of the full age of twenty-one years.

IN TESTIMONY whereof I have hereto set my hand and Seal of Office at

Vancouver, B.C., this 16th day of  
June, in the year of our Lord one thousand nine hundred  
and nineteen  
*M. J. [Signature]*  
Notary Public

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

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or 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  
instruction on production to the Registrar of a satisfactory de  
of such



and of the full age of twenty-one years.  
IN TESTIMONY WHEREOF, I have hereto set my Hand and Seal of Office,  
at \_\_\_\_\_, British Columbia, this  
\_\_\_\_\_ day of \_\_\_\_\_, in the year  
of Our Lord one thousand nine hundred and \_\_\_\_\_

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

FOR ATTORNEY

I HEREBY CERTIFY that \_\_\_\_\_, 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 that said  
\_\_\_\_\_ is of the full age of twenty-one years and knows the contents of the said Instrument, and subscribed the name of  
the said \_\_\_\_\_ thereto voluntarily as the free act and deed of the  
said \_\_\_\_\_ who is of the full age of twenty-one years.

IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of Office  
at \_\_\_\_\_ British Columbia, this  
\_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one  
thousand nine hundred and \_\_\_\_\_

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

FOR WITNESS

I HEREBY CERTIFY that \_\_\_\_\_, personally known to me, appeared before me and acknowledged to me that he is the person whose name is subscribed to the annexed Instrument as witness, and that he is of the full age of sixteen years, and having been duly sworn by me, did prove to me that being of the full age of twenty-one years, did execute the same in his presence voluntarily.

IN TESTIMONY WHEREOF, I have hereto set my Hand and Seal of Office, at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord one thousand nine hundred and \_\_\_\_\_

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

Dated May 23rd 1919. 191-

TORASHICHI ENDO, and HISA ENDO.,

—AND—

YAOZO NOMURA.

Agreement

FOR SALE OF LAND

Lot Blocks 12, 13, & 18; and

Block Lots 1 to 10 inclusive

in Block 19, D.L. 165. N.W. D.

MASAMORI YAMADA  
Real Estate  
Vancouver, B. C.

42464

R. P. Latta & Co., Printers, 333 Gore Ave., Vancouver, B.C.

Registered Sept 2nd 1919

DATE PAID	PRINCIPAL	INTEREST	PAID TO
<del>Dec 19/18</del>	<del>185-</del>	<del>26 90</del>	
Dec 19/18	185-	26 90	
Dec 19/18	185-	26 90	

LAND REGISTRY ACT  
FOR MARRIED WOMEN

LATTA'S FORM (NO. 53)  
AFFIDAVIT FOR MARRIED WOMEN

I hereby certify that on the 25<sup>th</sup> day of August 1919 at Mission City, in the Province of British Columbia, Hisa Endo by the evidence on oath of Torashichi Endo who is personally known to me proved to be the wife of Torashichi Endo, appeared before me, and being first made acquainted with the contents of the annexed Instrument, and the nature and effect thereof, acknowledged on examination, and apart from and out of the hearing of her said husband, that she is the person mentioned in such Instrument as the maker thereof and whose name is subscribed thereto as party, that she knows the contents and understands the nature and effect thereof, that she executed the same voluntarily without fear or compulsion or undue influence of her said husband, that she is of the full age of twenty-one years and competent understanding and does not wish to retract the execution of the said Instrument.

IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of Office, at Mission City, British Columbia, this 25<sup>th</sup> day of August, in the year of our Lord one thousand nine hundred and nineteen

J. A. Catherwood  
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 italics.

FOR WITNESS

I HEREBY CERTIFY that \_\_\_\_\_, personally known to me, appeared before me and acknowledged to me that he is the person whose name is subscribed to the annexed Instrument as witness, and that he is of the full age of sixteen years, and having been duly sworn by me, did prove to me that being of the full age of twenty-one years, did execute the same in his presence voluntarily.

IN TESTIMONY WHEREOF, I have hereto set my Hand and Seal of Office, at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord one thousand nine hundred and \_\_\_\_\_

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

Dated May \_\_\_\_\_

ENDORSED

FOR



Lot Block

Block Lot

in Bloc

D. L. 165.

Registered West-2nd 1919

R. P. LATTIN & CO. PRINTERS. 333 GORE AVE. VANCOUVER, B.C.

to me to be the wife of \_\_\_\_\_, appeared before me, and being first made acquainted with the contents of the annexed Instrument, and the nature and effect thereof, acknowledged on examination, and apart from and out of hearing of her said husband, that she is the person mentioned in such Instrument as the maker thereof, and whose name is subscribed thereto as party; that she knows the contents and understands the nature and effect thereof; that she executed the same voluntarily without fear or compulsion or undue influence of her said husband, and that she is of full age and competent understanding, and does not wish to retract the execution of the said Instrument.

IN TESTIMONY WHEREOF, I have hereto set my Hand and Seal of Office, at \_\_\_\_\_, British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of Our Lord one thousand nine hundred and \_\_\_\_\_

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 not personally known to the officer taking the same, instead of the words "personally known to me" insert the words "proved by the evidence on oath (or affirmation) of E. F."

*A. Yamura*

RECEIPT FOR LAND TAKEN FOR  
HIGHWAY PURPOSES AND FOR COMPENSATION FOR IMPROVEMENTS

THIS IS TO CERTIFY that I have received from the Department of Public Works of British Columbia the sum of

*Eleven Hundred* Dollars (\$ *1100.00*), being full compensation for the following

described land and improvements thereon in connection with the *Trans-Provincial Road*

*Highway; Silverdale-Emission Diversion*

*Lot 13; Sub. D. L. 165; Sp. 3; (part)*

Area *1.571* Acres.

Owner or Agent

Address

Date *Dec 27, 1930.*

REMARKS:

CONFIRMED.

Right-of-way Agent.

EXHIBIT NO. *540-3.*

DATE *Aug 6/48*

FILLED BY *W E Stechvale*



THE GOVERNMENT OF  
THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF PUBLIC WORKS

Court House,  
Vancouver, B. C.,  
December 27th, 1930.

REGISTERED MAIL.

K. Nomura, Esq.,  
Mission,  
B. C.

Dear Sir:

Enclosed please find official cheque No. 32246 B, in your favor for \$1100.00, this being compensation in full for land taken from your property, (Lot 13; Subd. D. L. 165; Group 3; N. W. D.) in connection with Trans-Provincial Highway, Silverdale - Mission Diversion.

Will you please sign and return the enclosed official receipt to this office at your earliest convenience?

Yours truly,

"R. J. WARK."

RIGHT-OF-WAY AGENT.

RJW/RW  
ENCL. 2.

per *RJW*



BC-262-P

# Farm Appraisal Report

Jul 196

File No. 19/2

Land Description Blocks 12-13-18 and Lots 1 to 10 of Block 19.  
West of Mission House No. 3969.  
Containing 10.65 ac. Acres

Owner's Name Yaoso Nomura Post Office Address Mission B.C.

Nearest Rail Point Mission Distance 1/2 Mile

Market Town Mission Distance 1/2 Mile

Church (give denomination) Various Distance 1/2 mile

Nearest School Consolidated in Mission Distance 1 mile

State how property was identified: Map location and inquiry

Roads: State whether property has access to main road, the kind of road and its condition.  
Lougheed highway runs through it.

Is this district a good one? Not especially

Employment opportunity seasonal only.

Predominating Nationality and religion: Various

Describe Fencing and its condition: none Value \$

Water supply: good well and running stream. Value \$  
There is electric light in the house.

### BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	18 x 30	frame	1 1/2 story	shing	25yrs	blocks	poor	\$ 350.00
addition	12 x 26	frame	8	shing	15yrs	blocks	fair	
Garage	12 x 16	frame	8	shing	10	none	fair	25.00
BARN	X							
Forcing shed	18 x 30	frame	9	shakes	old	none	poor	175.00
lean to	21 x 30	frame	7	shakes	old	none	poor	
BARN	X							
GRANARY	X							
	X							
	X							
	X							

Total present day value \$ 550.00

Total Value Buildings add to farm \$ 500.00

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

Describe the basement and chimneys: There is no basement, just a dugout cellar brick chimney.

No. rooms downstairs? 5 Upstairs? 1 How finished V joint throughout.

Are buildings painted? no Condition of paint N.A.

Distance from nearest bush none near

EXHIBIT NO. 540-H  
DATE Aug 6/48  
FILLED BY G. R. Rice

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
9	level	8 in. black loam and clay	granular loam and clay	2 ac strawberries 1 ac raspberries 1 ac onions 1 ac peas 1 ac plowed no crop 3 ac grass	75.00	675.00
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
1.65	rolling	8 in loam	8 in loam & clay	reasonably heavy clearing	75.00	25.00 41.25
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	

704  
490  
1194

Total value of Land \$ 716.25

Total added by buildings to value of farm \$ 500.00

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

Total value of farm \$ 1216.25

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:  
the place has not been well handled this season, it is now being farmed by an inexperienced tenant.

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

Noxious weeds: very few, some Canada thistle is the worst enemy.

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

Mission Municipality Mission Taxes \$ 27.92

Date: May 31st 1942.  
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 26 day of May 1942 19

Inspector's Signature

*[Handwritten Signature]*

# Farm Appraisal Report

Remarks: This parcel of just under eleven acres lies just outside of Mission Village, along the Lougheed highway. It is not an attractive looking layout, but has much better soil than those properties immediately north of it. Excepting for the high ground where the buildings stand the land is level, with a deep black soil north of the highway, and south of it a very heavy clay.

The Japanese owners inform me that they have grown some really good crops of celery, in addition to the fruit which the place is now mainly carrying. The area south of the highway has been neglected this season. The renter, a Hungarian has very little fruit growing experience and he has neither the equipment nor the ability to keep the place in shape. He is to pay a rental of four hundred dollars, and doubts very much now whether or not he will realize that from the crop.

The buildings are a poor lot, but serviceable without any money being spent on them for a year or two. The place could be handled to fair advantage along with other acreage.

### (FOR ORCHARD LANDS ONLY)

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

### ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

### ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

\$

\$

\$

\$

\$

\$

\$

\$

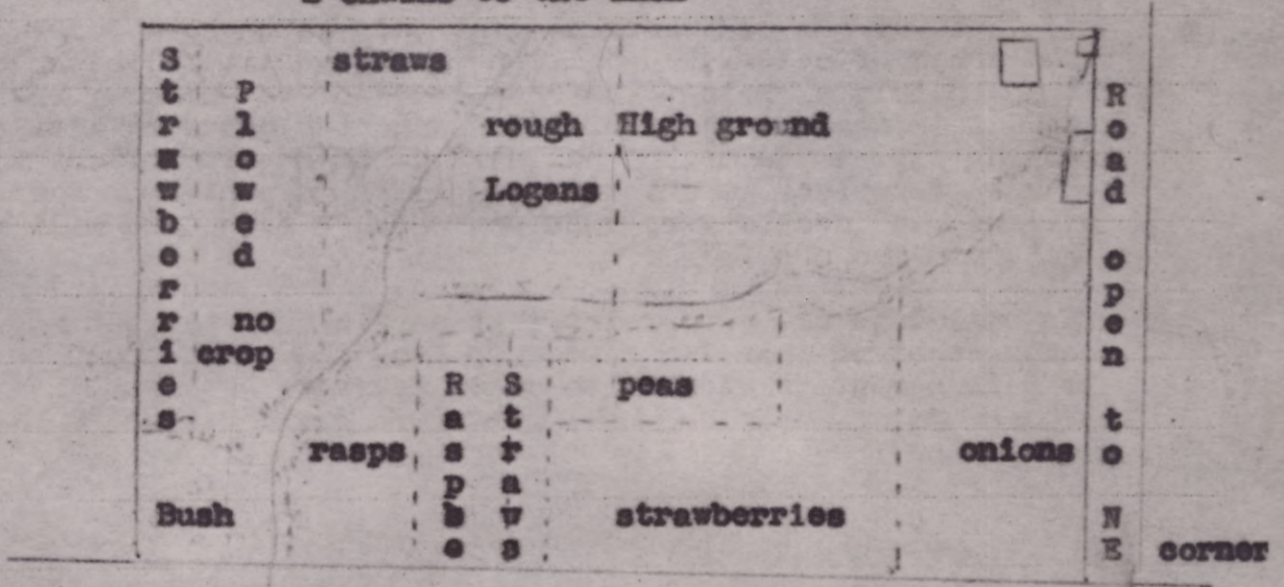
\$

Total \$ \_\_\_\_\_

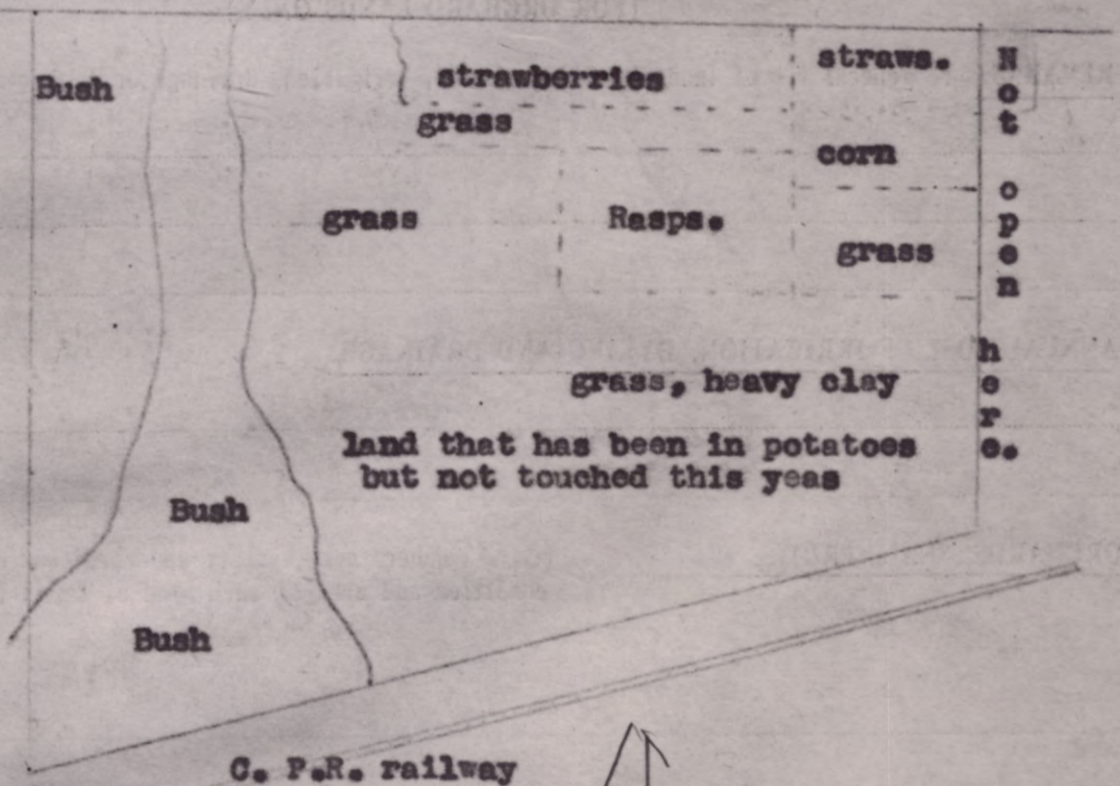
Amount fruit trees add to value of farm \$ \_\_\_\_\_

Diagram of Property

Folio 19/2 Yaaso Nomura Blocks 12-13-18-  
Lots 1 to 10 in block 19.  
2 chains to the inch



LOUGHEED HIGHWAY



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

value is \$ 1200.00

Date 4th June 1942.

"I. T. BARNET"

District Superintendent.

# NORTH WEST FIRE INSURANCE COMPANY

VANCOUVER BRANCH

EXHIBIT No. 540-5  
DATE Aug 6/48  
FILLED BY W. R. Hudson

Agency VANCOUVER, B.C. Rate 3.50% Premium \$ 52.50

**In Consideration of the stipulations herein named**

and of FIFTY-TWO ..... 50/100 Dollars Premium,

**THE NORTH WEST FIRE INSURANCE COMPANY**, hereinafter called the Insurer.

Does Insure YAOZO NOMURA hereinafter called the Insured,

for the term of THIRTY-SIX MONTHS from the ELEVENTH day of MARCH 19 39

at noon, to the ELEVENTH day of MARCH 19 42 at noon,

against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding

FIFTEEN HUNDRED ..... 00/100 Dollars

to the following described property while located as described herein and not elsewhere, to wit:

## FARM PROPERTY

On the following property owned by the Insured and occupied by Insured for farm purposes only, situate on North side of Lougheed Highway, between Cedar Valley and Hurd Roads, on Blocks 11,13,18 & 19, Sub.of Sec.17, Twp.17, Gp.3, Mission City in the Province of B.C. (ISOLATED)

Loss, if any, on buildings only payable to --

subject nevertheless, to all the terms and conditions of this policy.

DESCRIPTION OF PROPERTY INSURED	Dimensions of Buildings	Height	Built of	Roofed with	Amount insured by this Policy
Item No. 1. On the Dwelling House and its additions communicating and in contact therewith. No. 1 on diagram and	x 1	sty,	frame,	shingles	1000 00
2. On Household Contents as per clause hereunder.		...	...	...	500 00
3. On the building occupied as barn No.....on diagram and	x				Nil.
4. On Farm Produce only while contained therein.					Nil.
5. On the building occupied as barn No.....on diagram and	x				Nil.
6. On Farm Produce only while contained therein.					Nil.
7. On the building occupied as a granary No..... on diagram and	x				Nil.
8. On Farm Produce only while contained therein.					Nil.
9. On the building occupied as a.....No..... on diagram and	x				Nil.
10. On Farm Produce only while contained therein.					Nil.
11. On the building occupied as a.....No..... on diagram.	x				Nil.
12. On <u>PERMISSION granted for the use of a metal chimney in the above described Dwelling without prejudice to this insurance.</u>					Nil.

On the following property, while contained in any of the above-described buildings, or on the premises.

13. On vehicles, farm implements (excluding threshing machines and motor vehicles), tools utensils, harness and robes. (Not more than one mower and one reaper or binder covered under this item, and those covered are the newest and best on the farm. Nil.

14. On livestock, not more than two-thirds of the cash value recoverable on any one animal, unless specifically insured. Nil.

Such vehicles, horses, livestock and farm produce as are insured under this policy are also covered against loss or damage by fire while en route to or from markets or stables.

The livestock is insured against lightning anywhere.

On household furniture, supplies and personal effects (including paintings, sculpture, curiosities, works of art, articles of vertu, all at not exceeding cost), printed books, plate, plated ware, jewellery, scientific and musical instruments, clocks, watches, trinkets and mirrors, the property of the Insured or of any member of the Insured's family, only while contained in, on or attached to dwelling No. 1.

No insurance shall apply to the item or items opposite which no specific amount is inserted.

If the insurance under this policy covers more than one of the above items, the liability under each item shall be limited to the specific amounts set opposite each item. \$1500 00

Lightning and Electrical Current Clause:—See Statutory Conditions.

Threshing Machine:—No threshing operations by steam power are permitted within 25 feet of any of the buildings, unless special permit is granted.

Incubators and Brooders:—In consideration of additional premium of \$....., permission is granted to use an incubator or brooder heated by.....in building marked No.....on diagram for a period of..... from.....to.....

Attached to and forming part of Policy No. 193524 of The North West Fire Insurance Co.



Dated 11th. March,

No. 7 (Sept., 1937)  
5M-6-38

193 TANAKA INSURANCE AGENCY  
田中保險代理社

Per J. J. [Signature] Agent.

DESCRIPTION OF PROPERTY INSURED	AMOUNT	PREMIUM	DATE	CLASSIFICATION
1. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
2. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
3. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
4. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
5. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
6. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
7. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
8. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
9. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
10. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
11. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
12. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
13. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
14. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
15. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
16. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
17. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
18. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
19. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000
20. On the building occupied by the insured at the address of the insured in the City of Vancouver, British Columbia, Canada.	100000	1000	1/1/39	1000

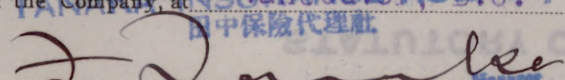
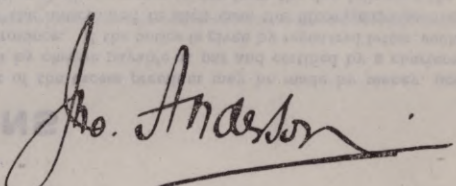
**PLAN REFERENCE: Sheet No. \_\_\_\_\_ Block No. \_\_\_\_\_ Risk \_\_\_\_\_**

**Now be it known,** That so long as the Insured shall duly pay, or cause to be paid the said premium to the said Insurer, at the time aforesaid, and so long as the Insurer shall accept the said premium, the Capital Stock and Funds of the said Insurer shall be subject and liable to pay to the said Insured, his or her or their Executors and Administrators, all the damage and loss which the Insured shall suffer by fire on the property hereinbefore mentioned, not exceeding on each item the sum hereinbefore declared to be insured thereon, and not exceeding in the whole the sum of **FIFTEEN HUNDRED 00/100 Dollars**

Provided always, and it is hereby expressly declared and agreed, that this Policy is subject to the several conditions and stipulations endorsed hereon or annexed hereto, and which conditions and stipulations are hereby declared to constitute the basis of this Insurance.

**In witness** whereof, **THE NORTH WEST FIRE INSURANCE COMPANY**, has executed and attested these presents this \_\_\_\_\_ day of **March** one thousand nine hundred and **thirty-nine**.

This Policy shall not be valid until countersigned by the duly authorized Agent or Officer of the Company, at \_\_\_\_\_

# STATUTORY CONDITIONS

**Misrepresentation** 1. If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

**Form of Contract** 2. After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

**Property Not Insured** 3. Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor-vehicles, are not insured.

**Risks Not Covered** 4. Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:

- For loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;
- For loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;
- For loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or
- For loss of or damage to goods while undergoing any process in or by which the application of fire-heat is necessary.

**Risks Not Covered Except By Special Permission** 5. Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring—

**Repairs** (a) To buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission:

**Inflammable Substances** (b) While illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured or which contains the property insured, or while there is stored or kept therein by the insured, or to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal-oil, camphene, gasoline, burning fluid, benzene, naphtha, or any of their constituent parts (refined oil for lighting, heating, or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite, or similar explosives:

**Change of Interest** (c) After the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under *The Bankruptcy Act* or to change of title by succession, by operation of law, or by death:

**Vacancy** (d) When the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

**Explosion and Lightning** 6. The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gasworks, whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

**Material Change** 7. Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

**Other Insurance** 8. (a) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void:

- The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof,
- In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (a) of this condition.

**Mortgagees and Other Payees** 9. Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

**Termination of Insurance** 10. (1) The insurance may be terminated:—

- Subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the pro rata premium for the expired time;
- If on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post-office order or postal note, or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (a) of this condition shall commence to run from the day following the receipt of the registered letter at the post-office to which it is addressed.

**Salvage** 11. After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.

**Insurance on Goods Moved** 12. If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute pro rata towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.

**Entry, Control, Abandonment** 13. After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

**Who To Make Proof of Loss** 14. Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance-money is payable.

**Requirements After Loss** 15. Any person entitled to claim under this policy shall:—

- Forthwith after loss give notice in writing to the insurer;
- Deliver, as soon thereafter as practicable, a particular account of the loss;
- Furnish therewith a statutory declaration declaring:—
  - That the account is just and true;
  - When and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;
  - That the loss did not occur through any wilful act or neglect or the procurement, means, or connivance of the insured;
  - The amount of other insurances and names of other insurers;
  - All liens and encumbrances on the property insured;
  - The place where the property insured, if moveable, was deposited at the time of the fire;
- If required and if practicable, produce books of account, warehouse receipts, and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

**Fraud** 16. Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

**Arbitration** 17. If any difference arises as to the value of the property insured, the property saved or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the county or district in which the loss has happened; and such reference shall be subject to the provisions of *The Arbitration Act*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

**When Loss Payable** 18. The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

**Replacement** 19. The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild, or replace the property within thirty days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

**Action** 20. Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

**Agency** 21. Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

**Waiver of Condition** 22. No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

**Notice** 23. Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post-office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post-office of the agency, if any, from which the application was received.

**Subrogation** 24. The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

## ASSIGNMENT FORM AND CONSENT THERETO

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto

\*Insert, as the case may be:

"The Purchaser of the Property"  
 "The Mortgagee of the Property"  
 "As Collateral Security"

.....of.....  
 .....all.....right,  
 title and interest in this policy of Insurance and all advantage to be derived therefrom.

WITNESS.....hand and seal at.....this.....day

of.....19.....  
 Signed, Sealed and Delivered in presence of

insurer shall be liable only in payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (a) of this condition.

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THE NORTH WEST FIRE INSURANCE COMPANY

### ASSIGNMENT FORM AND CONSENT THERETO

FOR VALUE RECEIVED, ..... hereby transfer, assign and set over unto

*\*Insert, as the case may be:*

- "The Purchaser of the Property"
- "The Mortgagee of the Property"
- "As Collateral Security"

..... of ..... all ..... right,  
 title and interest in this policy of Insurance and all advantage to be derived therefrom.

WITNESS..... hand and seal at ..... this ..... day

of ..... 19.....

Signed, Sealed and Delivered in presence of



THE NORTH WEST FIRE INSURANCE COMPANY, hereby consents to the above Assignment, subject, however, to all the provisos, conditions and stipulations contained in said policy, or endorsed thereon, it being understood that if the Assignment be made in favor of a Mortgagee, or for collateral security, the Insurance under said policy shall continue in the name of the Insured, whose loss, if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

Dated ..... 19..... Agent.....

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*\*Insert, as the case may be:*

- "The Purchaser of the Property"
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Dated ..... 19..... Agent.....

田中保險代理社



CANCELLATION RECEIPT

19

Received from THE NORTH WEST FIRE INSURANCE COMPANY,

the sum of Dollars, in consideration of which this Policy is hereby cancelled and surrendered, and the Interim and Renewal Receipts, if any, for this policy, acknowledged to be of none effect.

WITNESS INSURED.

WITNESS Mortgagee.

How Cancelled

FIRE POLICY No 193524 THE NORTH WEST FIRE INSURANCE COMPANY

GUARANTEED BY Union Assurance Society Limited of London, England

ASSURED MR. YAOZO NOMURA, PROPERTY DWELLING & FURNITURE AMOUNT \$1,500.00 PREMIUM \$52.50 EXPIRATION 11th. MARCH, 1942.

Branch Office for the Provinces of BRITISH COLUMBIA and ALBERTA VANCOUVER, B.C. JOHN ANDERSON, Manager

McGregor, Johnston & Thomas Ltd. GENERAL AGENTS 414 PENDER STREET WEST PHONE: SEYMOUR 6652 VANCOUVER, B. C.

FOR YOUR OWN SECURITY, PLEASE READ YOUR POLICY, AS ON ITS CONDITIONS ONLY THE COMPANY IS LIABLE; AND IF IT BE NOT MADE OUT IN ACCORDANCE WITH YOUR APPLICATION IMMEDIATELY RETURN IT FOR ALTERATION.

TANAKA INSURANCE AGENCY

FORM OF REMOVAL

Permission is hereby granted to remove the property insured under

(1st, 2nd, 3rd or all.)

items of this policy to the and roofed with and situate story building built of only while occupied as

Insurance map references: Sheet Block No.

and for not exceeding five days from date hereof, this insurance, under the respective items affected, shall attach in both locations in proportion as the value of the property covered by such items affected in each location bears to the value in both locations, and after such five days in new location only, and not as heretofore.

Dated New Rate. % Extra Prem. \$ Return Prem. \$ Agent.



July 6.



July 7.



July 8.



July 9.

*Analysis of*

CLAIM ON REAL PROPERTY

Claimant: Yaozo NOMURA.

File No. 5430.

	<u>Amount</u>	<u>On</u>	<u>Jap. Valuation</u>	<u>Ass. Value</u>	<u>VLA Appr.</u>	<u>Realized</u>	<u>Remarks</u>
(1)	\$5,000.00	Farmland (10.65 acres), Mission, B. C.	\$5,000.00	\$534.00	\$716.25 )	\$1,194.00	(1) VLA Appraiser described this property as being "not an attractive looking layout" but the soil as being good.
(2)	\$3,300.00	Buildings on above land	\$3,300.00	\$900.00	\$500.00 )		(2) The buildings (6-room Dwelling, Garage and Sheds) are described as being "a poor lot" but serviceable.
	<u>\$8,300.00</u>	Total (gross)					
	<u>\$1,157.38</u>	Acknowledged Custodian Credit					
	<u>\$7,142.62</u>	Amount of Claim					

*[Handwritten signature]*

Vancouver, B. C., May 27/48.

RGB/P.

EXHIBIT No. 540-10  
DATE Aug 6/48  
FILLED BY G. E. A. Rice

COPY.

Y. Nomura,  
Cranford, Alta.  
c/o Mr.O.P.Olsen.  
March 12/48.

Japanese Property Commission,  
Court House,  
Vancouver, B.C.

Dear Sir,

I would be very obliged if I am able  
to have a duplicate of my house and land detail map  
sent out to the above address, in your earliest  
convenience.

I am willing to have a reference to stand  
for my witness during the property readings, to be held  
on March 21st in Lethbridge.

Hoping that I am understood without any  
difficulty.

Thank you.

Yours truly,

Y. NOMURA.

per I.Nomura.