Name of Claimant HARAGA, Minato

" Masatsuga

Custodian File 5987 & 5988

Case 543

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% there-of	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Total Award 80% of all Sale Prices Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Total Award 125% of all Sale Prices: Amount	
					1223		676.31				676.31

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

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

MISCELLANEOUS CHATTELS								
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	

TOTAL RECOMMENDATION	676.31

CASE NO: 543.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 9th, 1948.

IN THE MATTER OF THE CLAIM OF
MINATO & MASATSUGA HARAGA.

PROCEEDINGS AT HEARING.

The within transcript contains an accurate record of the evidence adduced before me
L. H. Stack
Sub. commissioner

Original.

CASE NO: 543.

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

(BEFORE HIS HONOUR JUDGE L.H. STACK, SUB-COMMISSIONER).

10 Lethbridge, Alberta,
August 9th, 1948.

IN THE MATTER OF THE CLAIM OF

MINATO & MASATSUGA HARAGA.

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

THE SECRETARY: Case No. 543, Minato and Masatsuga Haraga.

MR. HUCKVALE: Now if you will look at the original claim in this matter, your Honour, you will observe that there were two claimants and the two claimants had an interest in chattels and only one, and that is the present witness, Masatsuga, had an interest in the real property. Now there was a long chattel claim which is being abandoned, so that we wish to amend our claim in that respect, and I am instructed that the two brothers, Minato and Masatsuga Haraga, will decide between them how the money in the Custodian's hands arising from the sale of chattels will be divided between them. Now with respect to the real property claim in which this witness has the sole interest, I want to amend that by reducing the value of the buildings to $1200.00 and increasing the value of the real property itself to $2400.00.

10

20

MASATSUGA HARAGA, one of the claimants herein, being first duly sworn, testified through the Interpreters as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Haraga, you have a claim respecting the real property which is described as the Northwest Quarter of the Southeast Quarter of Section 14, Township 13, in the District of New Westminster, is that correct?

30 A Yes.

Q And respecting that real property, I want you to take a look at that form (indicating)?

A Yes.

Q Have you read that form over or had it read over to you? A: Yes.

Q And have you signed it? A: Yes.

Q And are the particulars contained in it true and correct to the best of your knowledge, information and belief?

10 A Yes.

MR. HUCKVALE: Now I tender that as Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: I would ask my friend, on behalf of the Crown, if he would be good enough to file the real property appraisal form.

(APPRAISAL REPORT MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: Now, Mr. Haraga, you tell us in the form that has been filed that you purchased this land in January, 1931, is that right?

20 A I believe it was about that time.

MR. HUCKVALE: Q: From a man named John McRitchie for $1450.00? A: Yes.

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

MR. HUCKVALE: I tender that, sir.

(AGREEMENT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: Now your interest in this land was sole; in other words, your brother had no interest

30 in it at all, is that correct?

A Yes.

Q Will you answer Mr. Rice, please.

MR. RICE: I wish to file as an exhibit, your Honour, a real property memorandum showing the assessment, the appraisal and the sale of the property.

MR. HUCKVALE: Assessment for what year?

MR. RICE: '43.

MR. HUCKVALE: What was that you have there?

(Document to Mr. Huckvale).

10 (MEMORANDUM MARKED EXHIBIT NO. 4).

MR. RICE: I am submitting, your Honour, in the defence to this claim that the property was sold for its fair value by the Custodian.

THE SUB-COMMISSIONER: The property sold, you say?

MR. RICE: At its fair market value.

THE SUB-COMMISSIONER: Yes.

MR. HUCKVALE: Q: Mr. Haraga, evidence of the assessment of this land for '43 has been put in, and is it correct that you improved this land every

20 year you were on it?

A Yes.

Q You built buildings and you kept on clearing, is that right?

A Yes.

Q Will you tell me if that is your assessment notice for 1934 (indicating)? A: Yes.

Q That is the same land and the same municipal authority? A: Yes, it is.

MR. HUCKVALE: I tender that, sir. It shows that in

30 '34 the land was assessed at $585.00 and the

improvements at $2,000.00; in other words, the assessment is being substantially reduced even though the land is increasing in value.

(TAX NOTICE MARKED EXHIBIT NO. 5).

MR. RICE: In other words, the improvements on the property are wearing out faster than my learned friend suggests they have been increasing in value.

MR. HUCKVALE: They weren't even there in '34.

10 MR. RICE: They were there to the value of $2000.00, you said.

MR. HUCKVALE: Not in '34. That is clearing, and you don't wear that out.

MR. RICE: What are the improvements?

MR. HUCKVALE: We built buildings in '39; we built buildings in '40 and we built building in '35.

MR. RICE: That is all ten years or more or age.

MR. HUCKVALE: Q: That is all, thank you, Mr.

20 Haraga.

(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

DEC 13 1947

Case No. 543

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

5947
5948

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

(1) NAME HARAGA (Print) Surname Minato and Masatsuga Given Name (RCMP) Reg. No. 12815 12834

(2) Pre-Evacuation Address Matsqui Municipality, B.C.

(3) Present Address c/o Summit Lime Works, Crows Nest, B.C.

(4) REAL ESTATE

(a) Street Address (if any) _____ City or Municipality, _____ Province

(b) Legal description (lot number, block number, section number, etc.)

Municipality of Matsqui - N/W¼ of S/E ¼ of Sec 14 Tp 13 District of New Westminster C. of T. 31162.E.

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

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

Type of business berry and dairy farm

(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 owners

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

(i) Land - - - - - - - - - - - - - - - - $ 1500.00 2400.00

(ii) Buildings - - - - - - - - - - - - - - - - $ 2000.00 1200.00 3,600

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $ _____ 3,500

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 3500.00

(v) Amount at which Custodian sold property and credited your account - - $ 1223.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 2277.00

(5) PERSONAL PROPERTY

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

in own house

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

house

(c) How stored or packed at time of evacuation

~~in one room in packing cases~~

(over)

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

Custodian

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

1.	Chattels as per itemized list submitted by	Estimated Value $
2.	Custodian under date of 25 February 1944	Estimated Value $ 1100.00
3.		Estimated Value $
4.		Estimated Value $
5.		Estimated Value $
6.		Estimated Value $
7.	Deduct received from Custodian re sale	Estimated Value $ 834.00
8.		Estimated Value $
9.		Estimated Value $
10.		Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 266.00

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) - $ 2543.00

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

LETHBRIDGE

(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)
Province of ~~B.C.~~ Alberta)
TO WIT:)

I, ~~Minato~~ HARAGE of the Hamlet
of Crows Nest in the Province of B.C.

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 8 day of December)
A.D. 1947.)

Masatsugu Haraga
~~Sugi Haraga~~
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.

HARAGA, Masatsuga
(Claimant's Name)

REAL ESTATE
(Farm Land)

Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared							
Cultivated not planted							
Cultivated and not in crop	39	193[illegible]	John McRitchie	~~$1500.~~ $1450	All bush	Nil	
List Crops							
Raspberries ½ acre							
Strawberries 1 "							
Currants 1/8 "							
Hay 1½ "							
Pasture, about 10 "							
Fruit trees between 40 & 50							
Total							

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

Description	When Made	Cost
Clearing	1934-42	13½ acres @ $200. per a.
Fencing	over several years	$150. fencing kept repaired
Well 14' cribbed	1935	$50.00

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
House	18 x 26	Shiplap	1932	$600.00		$250.00	$150.00	$700.00
Wood shed	14 x 14	Rough lumber	1939	50.00		25.00	25.00	50.00
Bath house	10 x 14	"	1939	40.00		25.00	25.00	40.00
Barn	22 x 24	"	1940	100.00		75.00	25.00	150.00
Forcing Rhubarb house	18 x 42	Shiplap	1935	150.00		100.00	50.00	200.00
2 Pack houses	10 x 12	"	1934-35	25.00		50.00	25.00	50.00
Pig House	10 x 14	"	1939	50.00		50.00	25.00	75.00

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

(see other side)

EXHIBIT No. 543-1
DATE Aug 9/48
FILLED BY W. R. Hackborn

M. Haraga
Signature

I wish to amend my claim with respect to the value of my land by increasing same to $2400. and reducing the value of the buildings to $1200. As I agreed to pay $1500. for the land in its raw state I believe its fair market value would exceed $2400. after all the clearing and cultivating done on the place. I pastured 4 milk cows on the place and grew enough hay for them. I also kept 4 or 5 pigs. Appraiser admits soil on this place is very good. I was able to irrigate 2 acres by means of a gas pump from creek. I bought this property myself and my brother had no interest in it.

BC-361-P
BC-2655-A

BC/361-P
BC/2655-A

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

COPY

Farm Appraisal Report

File No. J.L.743

Land Description N.W.¼ of S.E.¼ Sec.14, Tp.13, N.W.D.

Containing 39 Acres

Owner's Name M. HARAGA Post Office Address R.R.1, Abbotsford, B.C.

Nearest Rail Point Abbotsford Distance 6½ miles

Market Town " Distance " "

Church (give denomination) United ½ mile; other denominations at Distance Abbotsford

Nearest School Peardonville - Distance 1½ miles

State how property was identified: Roads, map, tenant, survey post.

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

On poor end of road which is receiving gravel now and will gradually become all right.

Is this district a good one? No - very poor.

Employment opportunity Very little work of any kind available nearby.

Predominating Nationality and religion: Probably British and Protestant, but Mennonites are extremely numerous nearby.

Describe Fencing and its condition: Cleared area serviceably fenced with barb wire - fair to good condition. Value $

Water supply: Never failing creek of good water at back door. Value $

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE 1½ sty.	18x26x16	Frame	13'eave	Shgls.	10 yr.	Wood	Fair only	$ 375.00
Wood shed	14x14x 8	"	7' "	Shake	10 "	"	Poor	-
Bath House	10x14x 7	"	6' "	"	" "	"	"	-
BARN 1 sty.	22x24x 14	Waste boards	12' "	"	Old	"	")	-
Leanto	9x18x 9	" "	7' "	"	"	"	")	
Shed	16x16x 9	Frame	7' "	Shgl.& Shake	7	"	Fair	45.00
(This might be used as a pickers' bunk house)								
GRANARY	x							
Forcing house	18x42x12	Frame	9'eave	Shake	7	"	")	175.00
Leanto	18x10x 8	"	7' "	"	6	"	")	
Packing shed	10x12x 9	"	8' "	"	7	"	Poor	-
	x							

No light available except at great expense

Total present day value $ 595.00

Total Value Buildings add to farm $ 400.00

Is dwelling habitable without repairs? Yes If not what is your approximate estimate of cost to make it habitable? It is very cheaply built. Siding outside is in poor shape.

EXHIBIT No. 542-2
DATE Aug. 9/48
FILED BY G. R. C. Rice

Describe the basement and chimneys: No basement - metal chimney

No. rooms downstairs? 3 Upstairs? 2 unfinished How finished Fir siding out: shiplap in.

Are buildings painted? No Condition of paint

Distance from nearst bush None near house; forcing house adjacent.

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

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
13.70	Undulating 13.70 acres	5-12" lt.clay	Lt.clay	Varied - fair	$40	$ 548.00
	Soil much above average for district but there are odd stumps and a little incomplete clearing here and there.					

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	
2.56	Undulating 2.56ac.	As above		Mostly stumps, some scrub.	$75	$20	51.20
22.74	" 22.74ac.	"	"		$125 up	$10	227.40
	Stumps, light alder, light hemlock.						

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

39 acs. 39acs.

Total value of Land $ 826.60

Total added by buildings to value of farm $ 400.00

Total fruit trees add to value of farm (for use in orchard districts only) $ 20.00

Total value of farm $ 1246.60

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Place continuously tilled. House not occupied this year.

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

Noxious weeds:
Canadian Thistles - bad.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Matsqui Municipality - $30.95

Date: August 4th, 1942.
Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 3rd day of August 19 42.

Inspector's Signature "R. L. RAMSAY"

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

Farm Appraisal Report

Remarks: Place at present located on a poor stub road which is under construction by way of gravel and which will eventually be all right. It is tributary with ½ mile of Peardonville and Mt.Lehman main roads so location is fair. This road is an interrupted continuation of Marshall Road. Electric light is not easily available and will probably not be led in for some years. Soil is very good, much better than average soil of the district. There is also an ever flowing creek running through the place which has enough advantage to at least counteract the disadvantage of cutting the place up. The water is excellent. The place as a whole is pretty flat. There are times when the creek might go on the rampage and flood quite an area of the place. Buildings are poor. The house and forcing shed and so called pickers house are the only ones worthy of the name of buildings on the place. The house is cheaply built and below standard of any average white family. It could however be preperly lined and fixed up at a reasonable cost.

(FOR ORCHARD LANDS ONLY)

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

Small fruit on the place consists of .63 acs.strawberries; .97 acs.raspberries; .22 acs. black currants and .1 acs.blackberries.
There are also two 34 yd.rows of old raspberries in poor shape not taken into account in above. There are a few asparagus plants in orchard.
The place is rented to Mr.Hunter who lives opposite for $250 for the season. He makes no use of the house.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

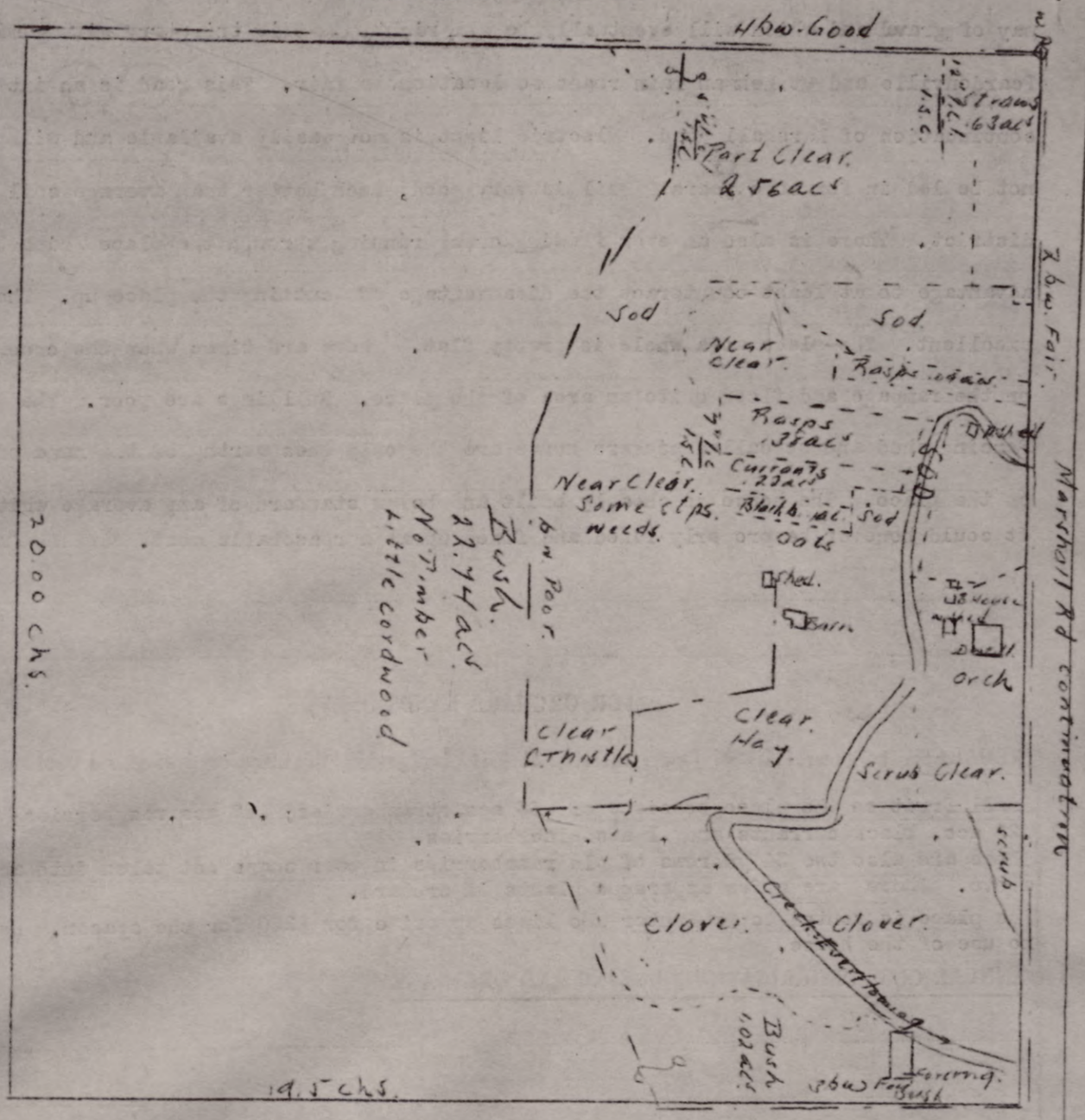
ORCHARDS, SMALL FRUIITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

	Present Value
24 mixed fruit trees about 10 years old - fair shape only	$ 20.00
	$
	$
	$
	$
	$
	$
	$
	$
Total	$ 20.00

Amount fruit trees add to value of farm $

NeW. ¼ of S.E. ¼, Sec 14, Tp. 13, N.W.D. **M. HARAGA.**

Diagram of Property



3 chains 1 inch

v.l.cl. / 1.5c — very light clay loam on light sandy clay.

Following careful review of this appraisal report, it is my opinion that the present value is $ 1200

Date 5th August 1942.

"I. T. BARNET"
District Superintendent.

Articles of Agreement

Made the Twelfth day of January in the year of Our Lord one thousand nine hundred and thirty-one

BETWEEN

JOHN MacRITCHIE, 604 12th Avenue West, Vancouver, British Columbia, Blacksmith,

(who and whose heirs, executors, administrators and assigns or successors and assigns are hereinafter included in the word "Vendor" and are hereinafter called the "Vendor") of the One Part;

AND

MASATSUGU HARAGA, R.R. No. 1 Abbotsford, British Columbia, Rancher,

(who and whose heirs, executors, administrators and assigns or successors and assigns are hereinafter included in the word "Purchaser," and are hereinafter called the "Purchaser") of the Other Part;

WITNESSETH; WHEREAS the Vendor has agreed to sell to the purchaser and the purchaser has agreed to purchase of and from the vendor the lands, hereditaments and premises hereinafter described, that is to say: ALL and Singular th at certain parcel or tract of Land and premises, situate and being in the

Municipality of Matsqui in the Province of British Columbia, and known and described as ~~xx~~ North West Quarter of the South East Quarter of Section Fourteen (14) Township Thirteen (13) in the District Of New Westminster

EXHIBIT No. 543-3.
DATE Aug. 9/48
FILLED BY W. R. Strachan

~~in Block~~ ~~xxxx

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of

Fourteen hundred and fifty ($1450.00)

Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of

One hundred ($100.00)

Dollars on or before the execution of this Agreement (the receipt whereof is hereby acknowledged), and the balance as follows:

Three hundred ($300.00) Dollars on the 1st day of May, 1931.
Two hundred ($200.00) dollars on the 15th day of September, 1932, and
Two hundred ($200.00) dollars yearly thereafter on the 15th day of
September in each and every year consecutively

until the whole amount of said purchase price is paid in full without any deduction or abatement whatsoever, and interest as hereinafter mentioned. The purchaser doth hereby covenant, promise and agree to and with the vendor that the purchaser will pay the sums of money above mentioned on the days and times above mentioned, and will further pay interest on all moneys from time to time owing hereunder by

payments on the same dates as principal

in each and every year at the rate of Six per cent. per annum as well after as before maturity, arrears of both principal and interest to bear interest at the rate aforesaid, such interest on arrears to be a charge on the land in the same manner as all moneys hereby secured, said interest to be calculated on the amount of principal outstanding at the commencement of each interest period.

PROVIDED ALWAYS that the purchaser may at any time prepay the whole or any part of the purchase money

with interest thereon up to the end of the then current interest period; that the purchaser will well and truly pay to the vendor or his agent the said sums of money above mentioned, with interest as above provided, at the office of Hugh M. Fraser & Co., Limited, in the city of Vancouver, in the Province aforesaid: and the receipt given by Hugh M. Fraser & Co., Limited, for such payment or payments shall be a valid receipt on account of this agreement.

That the purchaser will pay and discharge when due, all taxes, rates and assessments wherewith the said land may be rated or charged from and after ~~this date~~ January 1st. That the purchaser will pay when due the premium or premiums necessary to keep the buildings insured to the amount of their full insurable value in a company selected by the vendor and deliver such policy or policies to the vendor, having loss payable to the vendor as the vendor's interest may appear. And should the purchaser fail or neglect to carry out the aforesaid covenant the vendor may pay such taxes, rates, assessments or insurance premium, or any of them, and such sum or sums so paid shall be a lien and charge on the said lands in favor of the vendor and bear interest at the rate aforesaid, and be payable on demand of the vendor.

AND the vendor hereby covenants to and with the purchaser that on the payment of all moneys payable by the purchaser under these presents, and the observance and performance of the agreements and provisions on the part of the purchaser herein contained, and upon the surrender to the vendor of the purchaser's copy of this agreement, and any assignment or assignments thereof, (or in case same shall have been registered in the Land Registry Office upon satisfactory proof that same has been registered), the vendor shall convey or cause to be conveyed to the purchaser by a good and sufficient deed or deeds, in fee simple, all those pieces or parcels of land hereinbefore described, together with the appurtenances, thereto belonging or appertaining, freed and discharged from all encumbrances, except taxes from this date, but subject to the conditions and reservations in the original grant from the Crown; which deed or deeds shall be prepared by Hugh M. Fraser & Co., Limited, of Vancouver, for the vendor at the expense of the purchaser, and the purchaser shall pay therefor the sum of $5.00 for each deed. The purchaser shall be at liberty to

occupy and enjoy the said premises as from the date of these presents, subject to impeachment for voluntary or permissive waste, until default be made in payment of any instalment of the purchase money, or the interest thereon, or any part thereof, on the days and times and in the manner aforesaid, or until the purchaser shall fail to comply with any of the conditions of this agreement casting an obligation upon the purchaser. And the purchaser doth hereby attorn and become tenant at will of the vendor from the said date of these presents at a rent equivalent to the amount of the instalments of the purchase money and interest payable on the days and times as hereinbefore mentioned, until the said purchase money herein mentioned shall be fully paid and satisfied. And the purchaser doth hereby declare that it shall be lawful for the vendor at any time after default shall have been made in any payment due hereunder to enter upon and take possession of the said premises or any part thereof in the name of the whole whereof the purchaser has attorned tenant, and to determine the tenancy created by the said attornment. And the purchaser doth hereby promise and agree that on default being made as aforesaid he will peaceably and quietly yield up possession of the said premises to the vendor freed and discharged from all claims by and from the purchaser under and by virtue of these presents, or any matter or things arising thereout.

AND THESE PRESENTS FURTHER WITNESS, that in consideration of the vendor having agreed to sell the said premises to the purchaser in manner aforesaid, the purchaser doth hereby covenant, promise and agree to and with the vendor that if the purchaser shall fail in making any of the payments either principal, interest, insurance premium, or taxes due under the terms of this agreement, the purchaser will on demand of the vendor make such payment. And should the purchaser fail to make the said payments, or any of them, promptly, or within thirty days after the date on which same is due, all the balance of the unpaid purchase money shall fall due and be payable forthwith together with interest thereon at the rate aforesaid.

PROVIDED ALWAYS that so long as the purchaser shall punctually pay the moneys payable as provided by this agreement, the vendor will not determine such tenancy, and it is expressly understood that time is to be considered the essence of this agreement.

The purchaser hereby further agrees that he will not register this agreement for sale in the Land Registry Office until the sum of $500.00 has been paid on account of principal moneys under these presents.

The vendor shall have the right at all times and without the consent of the purchaser to assign or transfer all his right, title and interest in this agreement for sale and in the lands and hereditaments herein described to any person, persons, or corporation whomsoever, and the purchaser hereby consents to the registration of any documents in connection with such sale and transfer without his consent and without notice to him.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals.

Signed and Sealed
By the Vendor in the presence of

R Pallock
132 Hastings W
Vancouver BC
Broker

John MacRitchie

Signed and Sealed
By the Purchaser in the presence of

R Pallock

Masatsugu, Haraga.

LAND REGISTRY ACT

FORM R. (*Section 57 (a).*)

Affidavit of Witness

TO WIT:

I, Robert Pallock, of the City of Vancouver, 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 John MacRitchie the party thereto, for the purposes named therein.
2. The said instrument was executed at Vancouver, B.C.
3. I know the said party, and that he is 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 Vancouver in the Province of British Columbia, this 12th day of January, 1931

R. Pallock

A Notary Public in and for the Province of British Columbia.

REFERENCE

DATED 12th January 1931

JOHN MacRITCHIE

AND

MASTSUGU HARAGA

Agreement

FOR SALE OF LAND

NW¼ of SE¼ 14-13 Matsqui

LOT

BLOCK

SUB-DIVISION

FINANCIAL AGENTS

122 HASTINGS ST. W., VANCOUVER, B.C.

HUGH M. FRASER & CO. LTD. AT IT HERE SINCE 1900

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I Hereby Certify that on the ..... day of ....., 192....., at ..... in the Province of British Columbia, ... [whose identity has been proved by the evidence on oath of ..... who is] personally known to me, appeared before me and acknowledged to me that he is the ..... of ....., and that he is the person who subscribed his name to the annexed Instrument as ..... of the said ..... and affixed the seal of the ..... to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to carry on business 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 ..... 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 personally known to the officer taking the same, strike out the words in brackets.

FOR MAKER OF DEED

I Hereby Certify that on the ..... day of ....., 192..... at ....., in the ..... of ..... [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 ..... the person ..... mentioned in the annexed instrument as the maker thereof, and whose name ..... subscribed thereto as party ....., that ..... knows the contents thereof, and that ..... executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereto set my hand and Seal of Office at ....., this ..... day of ...., in the year of Our Lord one thousand nine hundred and .....

.....

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

543 - 4
EXHIBIT No.
Aug. 9/48
DATE
FILED BY G. E. A. Rice.

File Nos. 5987
5988

May 18, 1948.

REAL PROPERTY MEMORANDUM

Re: Masatsugu HARAGA,
Registration No. 12815

Veterans' Land Act transaction.

One Real Property only, included, being:

North West quarter of the South East quarter of Section 14, Township 13, Municipality of Matsqui in the District of New Westminster.

Assessment: (1943)

Taxes: $30.95

Land.....	$ 585.00
Improvements.....	1,200.00
TOTAL.....	$1,785.00

Appraisal (Soldier Settlement Board Valuation):

Land.....	$ 826.00
Improvements.....	420.00
TOTAL.....	$1,246.00

Sold to Director, Veterans' Land Act for $1,223.00.

Claimant's Valuation:

Land.....	$1,500.00	"Amended to 2400.00
Buildings.....	2,000.00	do to 1200.00
TOTAL	$3,500.00	3600.00"

NOTE: According to our file, Minato HARAGA, Masatsugu HARAGA'S brother, did not have an interest in the above property.

Relative documents attached hereto.

"W. J. Johnston"

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

Sept. 15, 1948.

P. Pollard

THE CORPORATION OF THE DISTRICT OF MATSQUI

Office of the Municipal Collector, Municipal Hall, Mt. Lehman, B. C.

№ 115

TAX NOTICE, 1934

Mr M. Haraga
Abbotsford
BC

NET RATE

	General	School
Wild Land	30 Mills	20 Mills
Improved Land	13 Mills	5 Mills
On 50% of Improvements		5 Mills
Minimum Tax for School Purposes		$7.50
Levy for Library		35 cents

PERCENTAGE ADDITION

If Paid after September 30, 1934, ADD 10% to 1934 Taxes

Interest at Rate of 5 per cent per annum allowed on 1934 Taxes from date of payment to September 30, 1934, if received here on or before August 31, 1934

YOU ARE HEREBY NOTIFIED that the following Taxes are now due and payable at the Municipal Hall, MT. LEHMAN, B.C. **10% WILL BE ADDED to 1934 Taxes Not Paid on or before September 30, 1934.** In addition all Taxes bear 8% Interest per annum from December 31st of year in which they were levied. This Interest is added to Delinquent Taxes and forms part of the Tax, and is also subject to 8% Interest until paid.

Ward 1
Folio 20
Roll No.

DESCRIPTION OF PROPERTY								LAND VALUATION		IMPROVEMENTS	If Paid On or Before September 30	Taxes in Arrears	Delinquent Taxes
								Wild	Improved			This property will be sold for taxes on Sept. 30th of year following this notice unless taxes be sooner paid.	This property will be sold for taxes on September 30 of This Year unless taxes be sooner paid.
DL	Block	Lot	Quar.	Sec.	Tp.	Map or Sketch	Acreage	$	$	$	1934	1933	1932
153	N½W¼		SE	14	13		39		585.00	3000.00	15.54	Balance 5.15	
										Library	35		
											15.89		

DISTRICT OF MATSQUI
SEP 24 1934
MT. LEHMAN, B. C.

EXHIBIT No. 543-5
DATE Aug. 9/48.
FILLED BY
W. Rachow

CHEQUES must be certified and include exchange, and be made payable to the MUNICIPAL TREASURER. MONEY ORDERS to be made PAYABLE AT MOUNT LEHMAN, B. C.

REMITTANCES must reach this office on or before September 30, 1934 to save penalty addition

Please check over Name, Address and Description, and in case of Error Notify Collector at once.

J. W. Pennington, Collector
Municipal Hall, MT. LEHMAN, B.C.