

Name of Claimant

HORI, Kahichi

Case..... 558

Custodian File

3843

<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
					730.00		550.93			550.93
<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		
<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	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
90.00	15.00	4.50	16.66%	39.00	6.49					10.99
TOTAL RECOMMENDATION										561.92

CASE NO; 558.

JAPANESE PROE RTY CLAIMS COMMISSION

Lethbridge, Alberta,

August 11th, 1948.

IN THE MATTER OF THE CLAIM OF

KAHICHI HORI.

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 L.H. STACK, SUB-COMMISSIONER).

10

Lethbridge, Alberta,  
 August 11th, 1948.

IN THE MATTER OF THE CLAIM OF  
KAHICHI HORI.

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

30

K. Hori,  
In Chief.

THE SECRETARY: Case No. 558, Kahichi Hori.

KAHICHI HORI, the daimant herein, being  
first duly sworn, testified  
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Kahichi Hori? A: Yes.

Q Mr. Hori, you have a claim for farm land in  
the Province of British Columbia? A: Yes.

Q Are you going to do it in English or Japanese?

10 A Yes.

Q And that land was described as the South Quarter of  
the East Half of the South Half of the Northwest  
Quarter of Section 32, Township 2, in the District  
of New Westminster? A: Yes.

MR. HUCKVALE: In this claim, sir, if you will look  
at the original claim you will find there is a  
barn that was claimed as a chattel, which, of  
course, is wrong, so that I am asking that that  
\$100.00 be added to the real property claim and  
20 subtracted from the personal property claim.  
Now there is another change I want to make and  
that is with respect to the chattel claim, which  
is item 3 on the list of chattels, and that has  
been reduced from \$50.00 to \$20.00.

THE SUB-COMMISSIONER: To \$20.00?

MR. HUCKVALE: Yes.

Q Now, respecting those lands I want you to take a  
look at this form, if you will.

A I understand.

30 Q Are the particulars contained in that form true?

K. Hori,  
In Chief.

A Yes.

Q Have you signed it? A: Yes.

MR. HUCKVALE: I will submit that, sir, as Exhibit 1.  
(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Q: Now Mr. Hori, you state in your form  
that you bought that property under an agreement  
for sale from a man named Inouye?

A Yes.

Q Is that your copy of the agreement (indicating)?

10 A Yes.

Q Signed by both you and the vendor?

MR. RICE: It is a duplicate rather than a copy.

MR. HUCKVALE: It is a copy.

A Yes.

MR. HUCKVALE: I will tender that, sir.

(AGREEMENT MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: Now you claim \$1000.00 for your  
dwelling house on thatland?

A Yes.

20 Q And you also state that you bought the material  
from the Mohawk Lumber Company at New Westminster?

A Yes.

Q Is this a statement of the material that went into  
that dwelling (indicating)?

A Yes.

MR. HUCKVALE: I will put that in, sir.

(STATEMENT MARKED EXHIBIT NO. 3).

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

30 MR. RICE: I would point out that in this case the

K. Hori,  
In Chief.

original farm appraisal report has been filed in the matter of Z. Inouye, the vendor of this property.

MR. HUCKVALE: I haven't got a copy of the farm appraisal report.

THE SUB-COMMISSIONER: That was filed in respect to a previous case, I understand.

MR. RICE: Yes, and this is a copy of it. It is a typewritten copy rather than a photostatic copy.

10 (FARM APPRAISAL REPORT MARKED EXHIBIT NO. 4).

THE SUB-COMMISSIONER: What number would the other case be?

MR. RICE: I don't know. Would you like to look at this?

MR. HUCKVALE: Yes, if I might. As far as my memory serves me, I didn't act for Mr. Inouye, so that I don't know anything about his claim at all.

MR. RICE: The original photostatic copy is with that case.

MR. HUCKVALE: Yes, I have no doubt about that.

20 Q Had you finished this house at the time you were evacuated? A: The upstairs was not finished.

Q Did you have any fruit trees on your property?

A No.

Q What was the soil like on your property for the growing of small fruits?

A It was quite good soil.

Q Had you had any experience in the growing of strawberries before you bought this particular land? A: Yes, I had experience.

Q Howmuch experience did you have?

A About six years.

Q Now you also filed a claim, Mr. Hori, respecting certain personal chattels, is that correct?

A Yes.

Q And with reference to those chattels I want you to look at that form (indicating).

A Yes.

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

A Yes.

Q Have you signed it? A: Yes.

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 5).

MR. HUCKVALE: And perhaps my friend would file on behalf of the Crown the personal property analysis.

(ANALYSIS MARKED EXHIBIT NO. 6).

20 MR. HUCKVALE: I don't think there are any comments I need to make on it. Will you answer my friend, please, Mr. Hori.

MR. RICE: I am submitting, your Honour, that the real property was sold at its fair market value. I am submitting the chattels sold by the Custodian were sold at their fair market value. I am submitting the chattels claimed by the claimant which have been lost or abandoned, the claim for the same is exorbitant.

I wish to tender, your Honour, a summary relative to the claim of the claimant.

30 (SUMMARY MARKED EXHIBIT NO. 7).

MR. RICE: I believe my learned friend stated that the value of the kitchen range had been reduced to \$20.00 and not \$50.00 as originally set out in the claim.

MR. HUCKVALE: Yes, that is right.

CROSS-EXAMINATION BY MR. RICE:

Q This range which you have a claim of \$20.00 for was apparently sold at auction for \$2.00?

10 A Yes.

Q Can you explain why a \$20.00 range should not have sold at auction for more than \$2.00?

MR. HUCKVALE: That explanation is up to the Custodian.

MR. RICE: No, he might give the explanation too, if he wants to be truthful about it.

A I am sure I don't know.

Q You don't know. Well you originally valued the stove at \$50.00 and then you reduced it to \$20.00 and wouldn't it be fair if you had put it down to \$2.00?

20

A I originally bought it at \$50.00 but having used it for about 3 years I estimated it was worth about \$20.00. I don't know why it was sold for \$2.00.

Q Can you explain why it was that a heater that was valued by you at \$15.00 was abandoned because it couldn't be sold?

A I abandoned it because there was no time to sell it.

Q You abandoned it because there was no time to sell it.

30 MR. HUCKVALE: I don't think he got the question.



MR. RICE: I don't believe he did.

MR. HUCKVALE: He left it on the farm and the Custodian apparently abandoned it. That is something I don't see how he could be expected to answer because it occurred after he was a thousand miles away.

MR. RICE: Perhaps the answer bothers my friend.

MR. HUCKVALE: I am suggesting that the witness didn't understand the question. Let my friend go ahead.

10 MR. RICE: The kitchen cabinet was abandoned, too, wasn't it? A: Yes.

THE SUB-COMMISSIONER: Abandoned by the claimant, was it?

MR. HUCKVALE: I don't think he knows.

THE SUB-COMMISSIONER: I think it should be explained. These things should not be left up in the air.

MR. RICE: I was asking him through the Interpreter and I asked him if it was abandoned.

20 I have evidence that these things were abandoned and they were worthless.

THE INTERPRETER: I think I might explain it. When you say abandoned, he takes it to mean left on the property.

MR. RICE: Left on the property?

A Yes.

THE SUB-COMMISSIONER: What condition was the stove in?

MR. RICE: That wasn't the stove, that was the heater.

THE SUB-COMMISSIONER: I am speaking now of the stove.

A The range, your Honour?

30 Q Yes. A: It was in good working

order.

MR. RICE: I wish to submit as an exhibit, your Honour, a report of R.M. Anderson, an officer in the Custodian's office, which reads: "I have today inspected the undermentioned articles and consider them valueless and should be abandoned. One kitchen cabinet, 1 bureau, 1 old camp heater, few worn-out tools."

MR. HUCKVALE: I take it that man will have to be called  
10 to prove that statement.

MR. RICE: I am bringing it out at this time before this claimant so that he can meet it.

MR. HUCKVALE: What is the date of that?

MR. RICE: It is undated.

MR. HUCKVALE: An undated document?

THE SUB-COMMISSIONER: Undated, is it?

MR. RICE: Yes.

(SUMMARY MARKED EXHIBIT NO. 8).

THE SUB-COMMISSIONER: By whom is it?

20 THE SECRETARY: R.M. Anderson.

MR. RICE: Q: In your list of personal chattels, you claim farm equipment, \$5.00. What was that?

MR. HUCKVALE: Farm equipment, \$50.00.

MR. RICE: Well, it goes on and it says "saws, axes, wedges, etc." I am reading from your sheet.

MR. HUCKVALE: \$50.00.

MR. RICE: I thought it was saws, axes and wedges that was \$50.00.

MR. HUCKVALE: The farm equipment is in here.

30 MR. RICE: All right, what are the saws, axes and wedges

valued at?

MR. HUCKVALE: \$50.00.

MR. RICE: Well, and then there is the farm equipment.

MR. HUCKVALE: That is the farm equipment that he is claiming.

MR. RICE: The saws, axes and wedges are farm equipment?

MR. HUCKVALE: Yes.

MR. RICE: I never heard of such a thing described as farm equipment.

10 THE SUB-COMMISSIONER: Let us have that cleared up. That is the farm equipment on Exhibit 5, is it?

MR. HUCKVALE: If you will refer to the supplement of the original claim, he lists the farm equipment on his original claim there.

THE SUB-COMMISSIONER: In this Exhibit No. 5 he has "farm equipment, 1939, new, price paid \$20.00, good condition, estimated value at date of evacuation \$5.00". That is in Exhibit 5.

MR. RICE: Yes.

20 THE SUB-COMMISSIONER: And that form is made out by the claimant.

MR. RICE: My learned friend said it is \$50.00.

THE SUB-COMMISSIONER: Well there is another item underneath it for \$50.00.

MR. HUCKVALE: That must be typewritten in there in error because the original claim sets out that he only claimed \$50.00 for farm equipment which includes that.

THE SUB-COMMISSIONER: A Then that should be corrected.

30 MR. RICE: That item for \$5.00 then should be struck

K. Hori,  
Cross-Exam.

out.

MR. HUCKVALE: Yes, that second item of \$5.00 should not be in there. The only thing he is claiming \$5.00 for is the dresser.

THE SUB-COMMISSIONER: Yes.

MR. RICE: Just to cut down the confusion you will notice, your Honour, that in the analysis of personal property claim under farm equipment there is listed mattocks, saws, axes, wedges, hammers, shovels, spray pump, etc., \$50.00, and these articles were sold at auction for \$4.00. I just wanted to make sure about the other items which has now been struck out.

THE SUB-COMMISSIONER: Yes.

MR. RICE: That is all.

MR. HUCKVALE: May I see that undated document, please?  
(Document to Mr. Huckvale).

RE-DIRECT EXAMINATION BY MR. HUCKVALE:

20 Q Did you own a kitchen range at the time you were evacuated? A: Yes.

Q What condition was it in?

A It was in good condition.

Q Could you have sold it yourself had you had time to do so? A: I believe I could have but I didn't have the time.

Q And you had a heater, is that correct?

A Yes.

30 Q What shape was it in at the time you left this property? A: It was in

K. Hori,  
Re-Direct Exam.

good condition also.

Q Do you think you could have sold it yourself had you been permitted to do so and had time to do so?

A Yes, I could have.

Q And do you remember a bureau?

A Yes.

Q What condition was it in?

A It was in good condition.

Q Good condition? A: Yes.

10 Q Do you think you could have sold it or not?

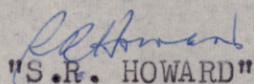
A Yes.

Q That is all, thank you, Mr. Hori.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

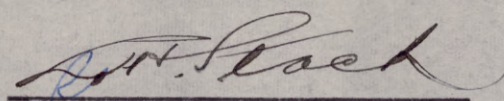
I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

  
"S.R. HOWARD"

OFFICIAL REPORTER.

20

Certified Correct.

  
Sub-Commissioner.

30

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]*

*[Signature]*

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

(1) NAME HORI KAHICHI? (RCMP) Reg. No. 12626  
(Print) Surname Given Name

(2) Pre-Evacuation Address R.R., #4, Roebuck Rd., New Westminster, B.C.

(3) Present Address NA/ST/TH/ Magrath, Alberta.

(4) REAL ESTATE

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

(b) Legal description (lot number, block number, section number, etc.)  
South Quarter (S $\frac{1}{4}$ ) of East half (E $\frac{1}{2}$ ) of South Half (S $\frac{1}{2}$ ) of North West Quarter (NW $\frac{1}{4}$ ) Section 32, Township 2, District of New Westminster, B.C.

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

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

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

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

- (i) Land - - - - - \$ 1500.00
- (ii) Buildings - - - - - \$ 1040.00
- (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) - - - - - \$ 2540.00
- (v) Amount at which Custodian sold property and credited your account - - - \$ 730.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 1810.00

(5) PERSONAL PROPERTY

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

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

(c) How stored or packed at time of evacuation  
Left Piled.

(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")

In care of Custodian.

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

- |     |                        |                    |
|-----|------------------------|--------------------|
| 1.  | <u>See supplement.</u> | 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 \$159.00

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)) - - - - - \$ 2269.00

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

Lethbridge.

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

DOMINION OF CANADA }  
of )  
TO WIT; }

I, Kahichi Hori of the town Magrath 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 Town )  
of Magrath )  
in the Province of Alberta. )  
this 18th day of November. )  
A.D. 1947. )

[Signature] A Commissioner &c.

*Kahilhi Hori*

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.

Itemized description of personal property which is the subject of the claim,

1. Barn -----			\$100.00
2. Ford Model "A" Light delivery (1930)-----			200.00
3. Kitchen range -----			50.00
4. 1 - Double Bed. -----			15.00
5. 1- Heater -----			15.00
6. 6 - Double bed ma ttresses -----		@\$4.00 ---	24.00
7. 1 - Dresser -----			5.00
8. Farm Equipment --			
Matticks	Hammers		
Saws	Shovels		
Axes	Spray pump		
Wedges	and etc. -----p		50.00

20 "

TOTAL----- \$459.00

*Barn*

100.00
359.00
30.00
329.00



HORI Kahichi  
(Claimant's Name)

REAL ESTATE  
(Farm Land)

12626

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 6 Cultivated not planted Cultivated and not in crop List Crops	10 acres	30th July 1938	Z. Inouye	\$600. Amount owing under Agreement of Sale.	Not cleared	Nil		\$1500.00
3 acres strawberries 1 acre cleared but not planted								

Total

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

Description	When Made	Cost
Clearing	1939-42	4 acres @ \$300. \$1200.00
3 acres strawberries	1939 - 1 acre	Fertilizer cost \$80. per acre
	1940 1 "	Cultivation cost \$6.00 per day
	1941 1 "	

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Dwelling House	24 x 24	1" x 6" shiplap	1939	\$800	\$250.00	1 month, \$100.00	\$150.00	\$1000.00
Wood shed	10 x 15	"	1939	20.00		1 week \$25.00	20.00	25.00
Barn	24 x 24	Cedar logs	1939	own supply		2 weeks \$50.00		50.00

EXHIBIT No. 558-1  
DATE Aug 11/48  
FILLED BY W. R. Huchvale

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

Claimant made \$1000. clear last year on place. Strawberry plants were, 2 years old (2 acres) one year old (1 acre) and part 2 year old everberry. This latter grew in winter, producing early crops. These plants had at least another year or two years without replanting. House had concrete piers 1' x 1' x 4', girders were 6" x 8" fir, floor joists 2" x 6" x 14'. Claimant can give particulars of lumber used in this house. Materials were purchased from Mohawk Lumber Co. at New Westminster, B. C. Under Agreement to purchase \$150. was paid in Cash and \$450. plus 6% interest was to be paid 30th July 1944. Claimant states he bought this land at a low price. Considering the price agreed to be paid and the work done on the place, he feels his valuation of \$1500. for land alone is fair.

*K. Horii*

Signature

*Copy*

# This Agreement

made in duplicate this

Thirtieth

day of July in the year of Our Lord one thousand nine hundred and ~~forty~~ thirty-eight

BETWEEN

ZENNOSUKE INOUYE  
of 324 Sandell Road,  
Rural Route Number Four,  
New Westminster, British  
Columbia, Farmer.

hereinafter called the "Vendor" of the one part

AND

KAWICHI HORI  
of Roebuck Road, Rural  
Route Number Four, New  
Westminster, British  
Columbia, Farmer.

hereinafter called the "Purchaser" of the other part.

Name,  
Address, and  
Occupation of  
Parties

*K.A.*

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Surrey, District of New Westminster, and more particularly known and described as the South Quarter of the East half (S $\frac{1}{2}$  of the E $\frac{1}{2}$ ) of the South half (S $\frac{1}{2}$ ) of the North West Quarter (N.W. $\frac{1}{4}$ ) Section Thirty-two (32) Township Two (2) SAVE AND EXCEPT any portions required for road allowances.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of SIX HUNDRED (\$600.00).....00/100 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 AND FIFTY (\$150.00).....00/100 Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of Four hundred and fifty (\$450.00) Dollars to be due and payable and to be paid on the Thirtieth day of July, A.D. 1944, together with interest at the rate of Six per centum per annum (6%) on the from time to time unpaid balance of principal monies aforesaid to be computed and payable and to be paid in like manner as the principal monies hereby secured.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of \_\_\_\_\_ per cent. per annum, payable

EXHIBIT No 558-2  
DATE Aug. 11/48  
FILLED BY W.R. Hucksale

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

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

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

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

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

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

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

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

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

Kakichi Hori

R.R.No. 4, New Westminster, B.C.

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

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

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

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

SIGNED, SEALED AND DELIVERED in the Presence of:

Signature of Witness Blanche Bronghtai  
Street Address 621-7<sup>th</sup> Avenue,  
City New Westminster, B.C.  
Occupation Secretary

*[Handwritten Signature]*  
*[Red Seal]*  
*[Red Seal]*  
Kahilhi Hari

FOR ATTORNEY

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

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

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

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

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I **Hereby Certify** that, on the \_\_\_\_\_ day of \_\_\_\_\_, 194\_\_\_\_, at \_\_\_\_\_, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of \_\_\_\_\_, who is) personally known to me, appeared before me and acknowledged to me that he is the \_\_\_\_\_ of \_\_\_\_\_, and that he is the person who subscribed his name to the annexed Instrument as \_\_\_\_\_ of the said \_\_\_\_\_ and affixed the seal of the

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to 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 \_\_\_\_\_ in the year of our Lord one thousand nine hundred and forty \_\_\_\_\_

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

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

**AFFIDAVIT OF WITNESS**

PROVINCE OF BRITISH COLUMBIA  
TO WIT:

I, **Florence Broughton**, of the **City** of **New Westminster**, 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 **Zennosuke Inouye & Kahichi Hori** the parties thereto, for the purposes named therein.
2. The said Instrument was executed at **New Westminster, B.C.**
3. I know the said parties, and that **they are** 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 **New Westminster**, **18th** day of **April**, 194**2**

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

*Florence Broughton*

Dated July 30th 194 38

ZENNOSUKE INOUE

AND

KAHICHI HORI

**Agreement**

**FOR SALE OF LAND**

Burr Office Supplies & Blue Printing Co. Ltd.

*[Handwritten Signature]*

**HARRY G. JOHNSTON, K.C.**  
BARRISTER AND SOLICITOR  
COLUMBIAN BLOCK  
NEW WESTMINSTER, B.C.

**FOR MAKER (INCLUDING MARRIED WOMEN)**

I **Hereby Certify** that, on the **18th** day of **April**, 194**2**, at **New Westminster**, in the Province of British Columbia, **Zennosuke Hori** (whose identity has been proved by the evidence on oath of **he is** the person mentioned in the annexed instrument as the maker thereof, and whose name **is** subscribed thereto as part **y**, that **he** knows the contents thereof, and that **he** executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at **New Westminster**, in the Province of British Columbia, this **18th** day of **April** in the year of our Lord one thousand nine hundred and forty **two**

*[Handwritten Signature]*

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

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

DATE PAID	PRINCIPAL	INTEREST	PAID TO

MAIN HOUSE 24x24 (Ballam frame) 2 floors.

MAIN FLOOR

Foundation - concrete piers - 1'x1'x4' - 15	} main house + lean-to
Girders - 6"x8" fir dimension - 96 lin. ft.	
Floor joists - <del>2</del> 2"x6"x14' - 34 pcs.	
Subfloor 1"x6" shiplap (fir) - 814 ft B.M.	
Exterior wall studing - 2"x4"x14' - 52 pcs.	
Int partition studing - 2"x4"x8' - 20 pcs.	
Exterior Sheathing - 1"x6" shiplap - 1478 ft B.M.	
Interior walls - 1"x6" shiplap - 1038 ft. B.M.	
Ceiling - 1"x6" " - 800 ft B.M.	
F. Lapping 1x4 T & B. fir - 800 ft B.M.	

2ND FLOOR

Floor joist - 2"x6"x14' fir - 26 pcs.
Sub flooring - 1"x6" shiplap - 634 ft B.M.
No interior wall covering.
Gable studs - 2"x4" fir - 52 lin ft.
" sheathing 1"x6" shiplap - 1000 ft B.M.
Rafters - 2"x4"x15' fir - 26 pcs.
Roof sheathing - 1"x6" shiplap - 858 ft B.M.
Shingles cedar #1 grade - 26 bundles.

Lean-to (shed roof) 24x8.

EXHIBIT NO. 558-3  
DATE Aug. 11/48  
FILLED BY

Studing - 2"x4"x8' - 23 pcs.

W. R. Huckvale

sheathing - 1"x6" shiplap - 352 ft. B.M.

Rafters - 2"x4"x9' - 14 pcs.

Roof Sheathing - 1"x6" shiplap - 268 ft B.M.

~~Flooring 1x4 T & B. fir~~

Roof shingles ————— 10 bundles.

Siding ~~bluff~~ siding fir over entire exterior  
walls - 2500 sq ft.

Windows - double hung -  
- single units - 8  
- double units - 2.

Doors - factory doors (panel) - 3.

Stairway - pitch & material uncertain.

Front stoop - size & material uncertain.

Chimney - red brick - contracted for #30

Building paper used quantity & type  
uncertain.

Approximate cost of individual item  
cannot be determined but the total bill  
for all materials amounted to \$800.00.  
All materials were purchased from  
the Mohawk Lumber Co. at New  
Westminster B.C.

Carpenter & help hired for erection  
and finish. Approximate cost of labor  
\$250.00



COPY

FARM APPRAISAL REPORT

File No. JL-653

Land Description S $\frac{1}{2}$  of N.W. 3<sub>2</sub>-Tp.2.  
House No. 324 Sandell Road.  
Containing: 80 acres.

"Part sold to K. Hori File 3843"

Owner's Name: Z. Inouye, (S.S.B.) Post Office Address: R.R.4 New Westminster

Nearest Rail Point: Kennedy on B.C.E.R. 1 Distance 1 mile

Market Town: New Westminster Distance 4 miles

Church (give denomination) Anglican, United. & Roman near by Distance 1 to 2 miles.

Nearest School: Queen Elizabeth, Cunningham 1 $\frac{1}{2}$  to 1 $\frac{1}{4}$  miles Distance

State how property was identified: Map and enquiry.

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

It is on a good gravel road a mile from a paved highway.

Is this district a good one? not especially

Employment opportunity: Seasonal at farm work, but there are some who live near and are employees in New Westminster.

Predominating Nationality and religion: Very mixed.

Describe Fencing and its condition: Fair.

Water supply: two wells.

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	FOUNDATION	REPAIR	VALUATION.
HOUSE	21 x 36	frame	1 $\frac{1}{2}$ sty.	shg.	old	wood	poor	\$360.00
Stable	18 x 20	frame	7	shake	old	none	poor	50.00
Forcing Shed	20 x 60	frame	12	shakes	10	wood	fair	360.00
BARN Do Shed	20 x 76	frame	9	shakes	2	cement	good	500.00
Barn Old House	22 x 15	frame	10	shg.	No value			
Old Shed.	21 x 24	frame	9	shakes	No value			"1270.00"

Buildings ON THE 10 ACRES SOLD BY INOUYE

Granary								
House	18 x 20	frame	8/12	shgs.	new	blocks	fair	375.00
additions	12 x 20	frame	8	shgs.	new	blocks	fair	

Two sheds of lumber shakes of no value  
These buildings front on Roebuck Road.

T

Total Value Buildings add to farm Total present day value \$ 1645.00  
\$ 1000.00

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

Describe the basement and chimneys: One brick ornamental

No. rooms downstairs? 5 Upstairs? 1 How finished: Wood & paper down wood up.

Are buildings painted? no Condition of Paint: N.A.

Distance from nearst bush: fifty yards.

EXHIBIT No. 558-4  
DATE Aug. 11/48  
FILLED BY G.R.A. Rice

Acres	Level, Undulating, Rolling or Hilly	Soil (State Depth)	Sub-Soil	Kind and Quality of Crop	Value per acre	TOTAL
22	level "22 ac"	6 to 10 in. silty loam	8" granular loam & sandy clay	6.29 ac strawberries 2.30 ac rhubarb 1.20 ac raspberries 2. ac currants 1.63 ac rye grass .50 ac beans .23 asparagus	\$75.00	\$1650.00
	2.75 ac grass. 3.60 Orchard on that portion sold by the Japanese to a third party.					
4	level "4 ac"	8 to 10 in. dark silt loam	10" granular loam on sandy clay	2 ac strawberries 2 ac weeds	70.00	280.00

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	TOTAL
50 level "50 ac"	as above	as above	thick bush	\$150-250.00	20.00	1000.00

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
level low wet ground with little or no surface soil on a hard pan bottom, thick cover of bush "4ac"		Nil.

Total value of Land	\$2930.00
Total added by buildings to value of farm	1000.00
Total fruit trees add to value of farm, etc.	50.00
Total value of Farm	\$3980.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:

The property has been reasonably well handled by the Japanese, It is now being worked by a tenant who is doing a fair job only.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any:

Mixed small fruits, and poultry.

Noxious weeds:

Not bad, some thistle and a little couch grass.

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

Corporation of Surrey Taxes \$156.01

Date: July 6th 1942  
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 25th day of June 1942, 19

Inspectors Signature "G. McKay"

FARM APPRAISAL REPORT

Remarks: This Japanese property is capable of extensive development. The crop land, fronting on Sandell Road, twenty to acres more or less appears to have been reasonably well farmed, though this season there are more weeds than there should be and the present tennant is having difficulty in keeping them under controll; but doing his utmost with horse and cultivator.

The soil is none too rich in humus, nor especially well drained. It could stand heavy cover cropping where about half of the strawberry crop is due to come out. The acre of raspberries on the other hand look splendid and the currant crop is fair but weedy.

According to a son of the Japanese owner, good results have been had with rhubarb and as a consequence a new forcing shed has been erected during the past year. It is a well put up building.

There is a ten acre strip at the south east corner of the place that has been sold to another party, but title is still in the Crown under the S.S.B., Here, there is a house, not yet finished, and a couple of sheds, with a couple of acres of berries and some clearing done. The soil at this end of the farm is not so deep as on the West side and is lower lying.

The uncleared area is covered with a heavy growth, of bush and running through the farm from north to south there is a strip of land with very little covering in the way of top soil on hard pan that is holding the moisture so that the water is still lying on top of the ground.

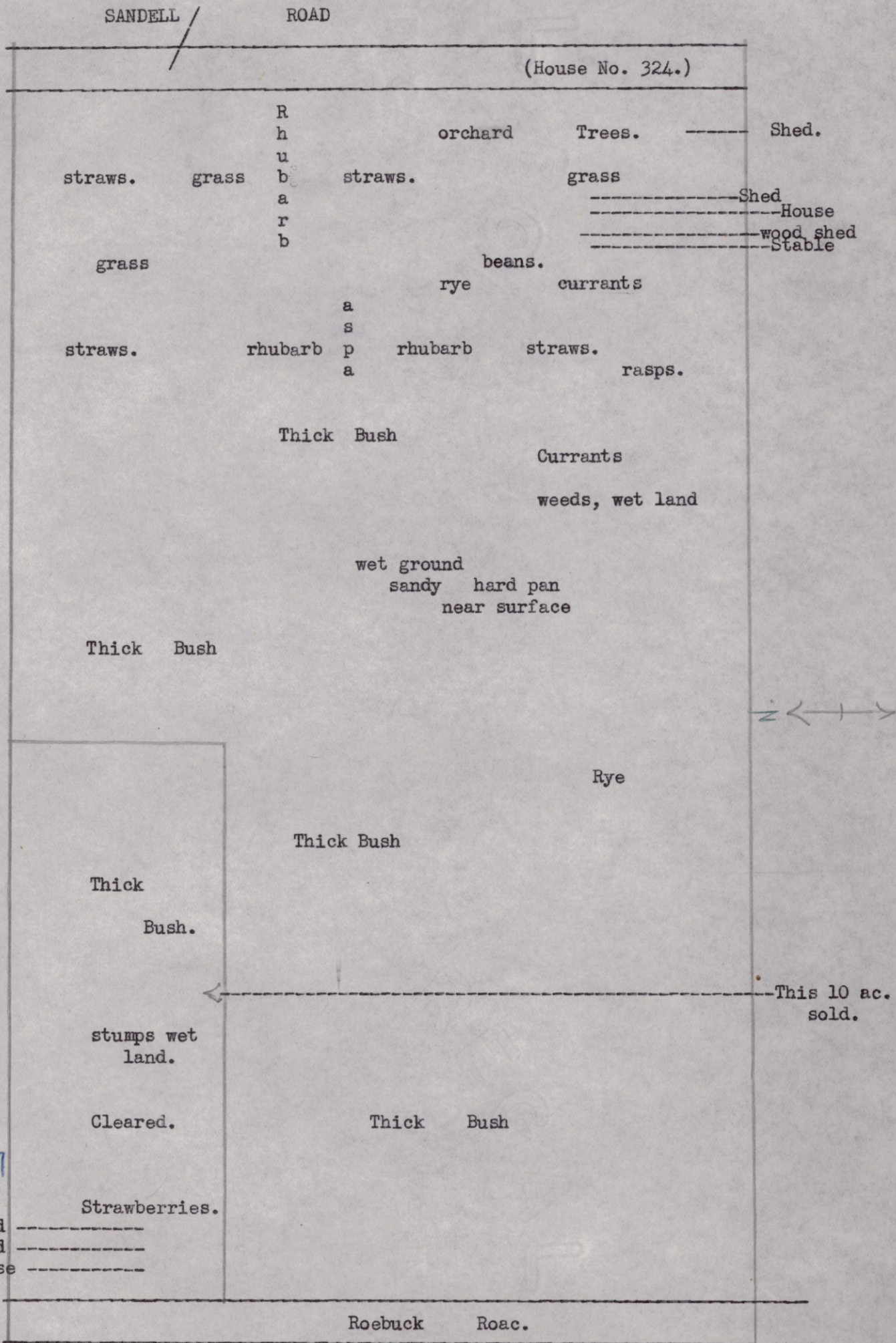
ORCHARDS, SMALL FRUITS, ETC.Present Value

There are sixty odd trees, apple, pear, cherry, and plum. These have been well started, and should do well enough with continued care.

\$ 50.00

(X)

DIAGRAM OF PROPERTY



Following careful review of this appraisal report, it is my opinion that the present value is \$ 4000.00

Date 29th July, 1942.

"I.T. Barnet"  
District Superintendent.

*10 acres sold to K. H. Hare*

(Claimant's Name)

Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
Ford Model A. Light Delivery 1930. In 1940 spent \$62.00 in renovating. Bought 3 new tires @ \$8.75 each 1942, new battery \$10.00 in 1942.	1930	Second hand	\$450.00	Running	\$200.00
Kitchen Range (left in House)	1939	Second hand	45.00	Good	20.00
1 Double bed including spring & mattress	1939	New	24.00	"	15.00
1 Heater	1939	"	24.00	"	15.00
6 Double bed mattresses	1939	"	\$6.00 each	"	24.00
1 Dresser	1939	Second hand	18.00	"	5.00
Farm equipment	1939	New	20.00	"	5.00
Saws, axes, wedges etc.,	1938-41	New	75.00	"	50.00

Description of Storage of Goods:

Inside House 0 upstairs - good dry storage

Note: Custodian leased property

EXHIBIT No. 558-5DATE Aug. 11/48FILLED BY W. R. HaddockGeneral Statement as to Chattels not Described above:

Spray Pump alone (see last item in claim supplement) cost \$25. Barn which was claimed as a chattel should be added to Real Property Claim and deducted from PPO.Claim .

Additional Comments, if any:

K. Horii

Signature

# ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 3843

EXHIBIT No. \_\_\_\_\_

NAME Kahichi HORI

REG. No. 12626

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.
			AUCTION	TENDER &c	
DECLARATION <u>Apr. 15/42</u>	TAKEN BY <u>D. Smith</u>				
EVACUATION <u>Apr. 20/42</u>	DATE <u>May 29/42</u>				

Living room furniture	20 00	1. Kitchen range	50 00	2 00	
4 chairs		2. 1 Double bed	15 00	3 00	
1 bale		3. 1 heater	15 00		
Heater		4. 1 double bed mattresses	24 00		
Book shelf		5. 1 Dresser	5 00	6 00	
4 kitchen chairs		6. Farm equipment			
Range		Mattocks			
Dresser		Saws			
2 beds		Axes			
5 mattresses		Wedges			
Sewing machine		Hammers			
Tools		Shovels			
		Spray pump etc.	50 00	4 00	
			159 00	15 00	
		Other goods sold at auction		6 75	
				21 75	

*Reduced to 20 00*

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

3 -12 00 1 - 4 00

15 00

2 - 8 00 Sold with beds

Goods for which Japanese claims \$120.00 sold by auction for \$15.00  
 " " " " " 12.00 declared not found  
 " " " " " 4.00 no record at anytime  
 " " " " " 15.00 abandoned  
 " " " " " 8.00 included with sale of 2 beds.  
 \$159.00

EXHIBIT No. 558-6  
 DATE Aug 11/48  
 FILLED BY G. E. A. Rice

SUMMARY RELATIVE TO CLAIM OF  
Kaichi HORI - Regn. No. 12626.

REAL PROPERTY:  $S\frac{1}{4}$  of  $E\frac{1}{2}$  of  $S\frac{1}{2}$  of  $NW\frac{1}{4}$ , Sec. 32, Tp. 2, Municipality of Surrey, D.N.W.

	Estimated Assessed Value	S.S.Bd. Appraisal	V.L.A. Purchase	Claimant's Valuation
Land	\$475.00			\$1500.00
Improvements	<u>450.00</u>			<u>1040.00</u>
	\$925.00	\$730.00	\$730.00	\$2540.00
		V.L.A. Sale		<u>730.00</u>
		Amount of claim		\$1810.00

This property is a 10 acre portion of  $S\frac{1}{2}$  of  $NW\frac{1}{4}$  of Sec. 32, Tp. 2, D.N.W., purchased under registered agreement of sale from Zenosuke INOUE on the 30th July, 1938 for \$600.00. HORI paid \$150.00 at the time of purchase, and at evacuation owed \$450.00 principal and \$83.25 interest.

The vendor, Z. Inouye, was purchasing from the S.S. board, 80 acres described as  $S\frac{1}{2}$  of  $NW\frac{1}{2}$  of Sec. 32, Tp. 2. This 80 acres was purchased by the Director, Veterans' Land Act as at 1st January, 1943, for \$3908.00. The assessment value was, Land - \$3800.00, Improvements - \$1970.00, Total - \$5770.00.

As Inouye's land had not been subdivided, it was appraised by the S.S. Board in its entirety. With the co-operation of the S.S. Board and appraisal reports, a price of \$730.00 was arrived at for HORI's proportion, out of which the balance owing to INOUE was paid.

"M.L.B."

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

September 14, 1948.

*J. J. J.*



558-8

EXHIBIT No. \_\_\_\_\_

DATE Aug. 11/48

FILED BY G. E. A. Rice

CHATELS BELONGING TO HORI, Kahichi #12626

300 Blk. Roebuck Rd. Surrey, B.C.

"I have today inspected the undermentioned articles and consider them valueless and should be abandoned."

1 Kitchen cabinet.

1 Bureau.

1 Old Camp heater.

Few worn-out tools.

Signed. "R. M. Anderson"

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

September 15, 1948.

F. May

*[Handwritten initials]*