

Joint claim

Name of Claimant SAKON, Matsuji

Custodian File 13382

Case 581
 $\frac{1}{2}$ interest plus $\frac{1}{2}$ interest of brother
 Isao Sakon.

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% 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	
					505.00					250.00
PERSONAL PROPERTY										Total
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			
NETS										Total
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										Total
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION										250.00

CASE NO: 581.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 17th, 1948.

IN THE MATTER OF THE CLAIM OF
MATSUJI SAKON.

PROCEEDINGS AT HEARING.

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

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Lethbridge, Alberta,
 August 17th, 1948.

IN THE MATTER OF THE CLAIM OF
MATSUJI SAKON.

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

M. Sakon,
In Chief.

THE SECRETARY: Case No. 581, Matsuji Sakon.

MR. HUCKVALE: Before beginning this case, your Honour, while the claim is for a half interest in real estate which this claimant owned, he also speaks on behalf of his brother who is the owner of the other half interest and who is now confined in the Mental Hospital at Ponoka. I think the Custodian is quite clear on that.

10 THE SUB-COMMISSIONER: Is there a separate claim for the brother?

MR. HUCKVALE: No.

THE SUB-COMMISSIONER: Then is the \$250.00 mentioned the full amount claimed for the property?

MR. HUCKVALE: No, that is the amount of this man's interest only, as I understand it.

THE SUB-COMMISSIONER: Well I suppose that amount should be amended then.

MR. RICE: Did the brother file a claim originally?

20 MR. HUCKVALE: No, but here is a summary of the Custodian's file, "Matsuji Sakon states on the claim that he is the owner of one-half interest. It appears that he is claiming on behalf of his brother also."

THE SUB-COMMISSIONER: Have you got the name of the brother?

MR. HUCKVALE: His brother's name is Isao. The claim is for farmland only. There is no chattel claim mixed up in it.

THE SUB-COMMISSIONER: Yes.

30 MR. HUCKVALE: I think you are correct, sir, that the

M. Sakon,
In Chief.

\$250.00 represents the whole claim.

THE SUB-COMMISSIONER: The whole thing?

MR. HUCKVALE: Yes, I believe so, but I will go into that in a moment. However, I think you are right.

THE SUB-COMMISSIONER: All right.

MATSUJI SAKON, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

10 Q Mr. Sakon, your claim is with respect to some farmland in British Columbia?

A Yes; correct.

Q And you and your brother bought that between you, is that correct?

A Correct.

Q And your brother is now ill in Ronoka?

A Correct.

Q Now would you take a look at this form (indicating), please?

A: Yes.

20 Q You have read it? A: Yes, I read it.

Q And the particulars in it are true, are they?

A True, yes.

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. HUCKVALE: Perhaps my friend would file the appraisal now.

(APPRAISAL MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: I notice, Mr. Sakon, that on the appraisal it states that there are two acres in strawberries and that the balance of the cultivated

M. Sakon,
In Chief.

acreage is in potatoes with a few rhubarb.

What have you got to say about that?

A There was no rhubarb or potatoes when I left B.C.

Q WWhen you left? A: No.

Q So that if somebody planted potatoes, that was after you had gone?

A Yes.

Q And if somebody had planted rhubarb it was after you had gone, too, is that correct?

10 A I think so because I didn't see it there.

Q Now you bought this land, you tell us, from a man named Shimek? A: Correct.

Q You and your brother?

A Correct.

Q Is this the agreement under which you purchased?

A Correct.

Q And you agreed to pay \$600.00, is that correct?

A Correct.

Q And did you pay \$600.00?

20 A Yes, correct, we did.

MR. HUCKVALE: I tender that, sir.

(AGREEMENT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: And having bought it, you proceeded to clear it, is that right?

A Yes.

Q And you now claim that the assessed value of this land is \$755.00 and you are claiming for the exact assessed value of this land, are you not?

A Correct.

30 Q Of \$755.00? A: Correct.

M. Sakon,
In Chief.

Q AAnd that is the claim of you and your brother?

A Yes, correct.

Q Thank you. Will you answer my friend, please.

MR. RICE: I am submitting, your Honour, that this claim must be reduced. Insofar as this claimant is concerned, he is only claiming a half interest. Insofar as his brother is concerned, the only proper person who can file a claim on his behalf is the Administrator of Lunatics' Estates in this Province. I am also submitting that the land sold for its fair market value.

I wish to tender as an exhibit a real property summary of the claim showing the assessed value and the sale of the same.

(SUMMARY MARKED EXHIBIT NO. 4).

MR. RICE: That is all.

THE SUB-COMMISSIONER: That is all, thanks.

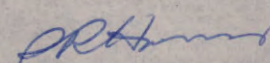
MR. HUCKVALE: That is all, Mr. Sakon.

(Witness aside)

20

(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.

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


SUB-COMMISSIONER.

30

DEC - 2 1947

Case No. 581

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]

13382

[Signature]

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

(1) NAME ~~SAKON~~ SAKON MATSUJI (RCMP) Reg. No. 13061
(Print) Surname Given Name

(2) Pre-Evacuation Address MISSION City B.C.

(3) Present Address Lethbridge Alta

(4) REAL ESTATE

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

(b) Legal description (lot number, block number, section number, etc.)
North half of South-East Quarter Section 34 T17
Sub. Div 2 18.5 Acres

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

- (i) Farm
- (ii) ~~Residence~~ Type of business Fruit grower
- (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.)... owner of one-half interest

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

- (i) Land - - - - - \$ 755⁰⁰
- (ii) Buildings - - - - - \$ _____
- (iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$ _____
- (iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 755⁰⁰
- (v) Amount at which Custodian sold property and credited your account - - - \$ 505⁰⁰
- (f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 250⁰⁰

(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 _____

(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")

In care of MR. Archie DAVIDSON, MISSION City B.C.

(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) - - - - - \$ 250.00

(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
(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,
Prov of Alberta,
TO WIT:

I, Matsuji Sakon
of Lethbridge

of the city
in the Prov 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 Prov of Alberta
this 27 day of November

M. Sakon

A.D. 1947.

W. Wallace 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.

SAKON M & I.
(Claimant's Name)

REAL ESTATE
(Farm Land)

13061

Reg. No.

LAND	Ares	Date of Purchase	From Whom	Cost Price	Cleared or Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared Cultivated not planted Cultivated and not in crop List Crops	18.3	1937	John Shimek	\$600.00	All bush	Nil	
Everbearing strawberries 1 acre British Sovereign " 2 "							
Total							

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

Description	When Made	Cost
3.7 acres cleared		\$200.00 per acre

BUILDINGS	Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
No buildings									

EXHIBIT No. 581-1
 DATE Aug 17/48
 FILLED BY W.S. Huckvale

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

I am claiming on behalf of my Brother and myself who owned this land jointly. My brother is now in Mental Hospital at Ponoka. There were no potatoes or rhubarb planted by me. These must have been put in after I left. My valuation of \$755. is exactly the same as the assessment. I think this is fair in view of the purchase price and the improvements done.

M Sakon
Signature

File No. JL-91

Land Description Lot 2 of N $\frac{1}{2}$ of S.E. 34-17

Containing 18.31 Acres

Owner's Name SAKON, M. & I. Post Office Address Mission, B.C.

Nearest Rail Point Mission Distance 3 miles

Market Town " Distance 3 "

Church (give denomination) All denominations Distance Mission

Nearest School Ferndale Distance 1/4 mile

State how property was identified: Map and road. Located renewed corner posts, all corners.

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

Ferndale Road, gravelled. All bush on north end of property next road.

Is this district a good one? Run down. Good when small fruits are high.

Employment opportunity Local in berry season. Nearby in mills. Remote in logging.

Predominating Nationality and religion: British. No predominating sect.

Describe Fencing and its condition: None Value \$

Water supply: None developed. Creek through place in bush. Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	X	(NO BUILDINGS)						
	X							
BARN	X							
	X							
BARN	X							
	X							
GRANARY	X							
	X							
	X							
	X							

Total present day value \$

Total Value Buildings add to farm \$

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

habitable? No buildings

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished

Are buildings painted? Condition of paint

Distance from nearest bush

581-2 Aug. 17/49 [Signature]

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
3.7	South slope	12" sandy loam	sandy clay	Strawberries and potatoes, good shape	60.	222.00
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
14.61	Hilly	10" sdy. to cl. loam	Sandy clay to clay	Heavy clearing	150.00	20.00
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	

505
505

Total value of Land \$ 514.00

Total added by buildings to value of farm \$ -

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

Total value of farm \$ 514.00

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

Fully occupied, by tenant on other Sakon farm. Good state of cultivation.

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

Purely pioneer proposition, or as added acreage to adjoining land, for which it has in the past, been used.

Noxious weeds:

None in evidence.

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

Mun. and school \$17.55.
Mun. Dist. of Mission, Mission, B.C.

Date: 20th May 1942.
Place: Abbotsford, B.C.

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

Inspector's Signature

"B.C. WORMWORTH"

Farm Appraisal Report

Remarks: This is a very heavy clearing proposition, and could only be economically done by years of a process of elimination, while using what can be got under cultivation, as an adjunct to other land. The cultivated acreage is all on the south end adjoining the farm of B. Sakon, and it is apparent that this acreage has been worked as a part of that land, without regard to where the line runs.
 This is not a desirable unit. Some little assistance could be realized from the sale of cordwood, as a part of the work of development, and it is with this in mind that a valuation of \$20.00 per acre is placed on the bush land.

(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

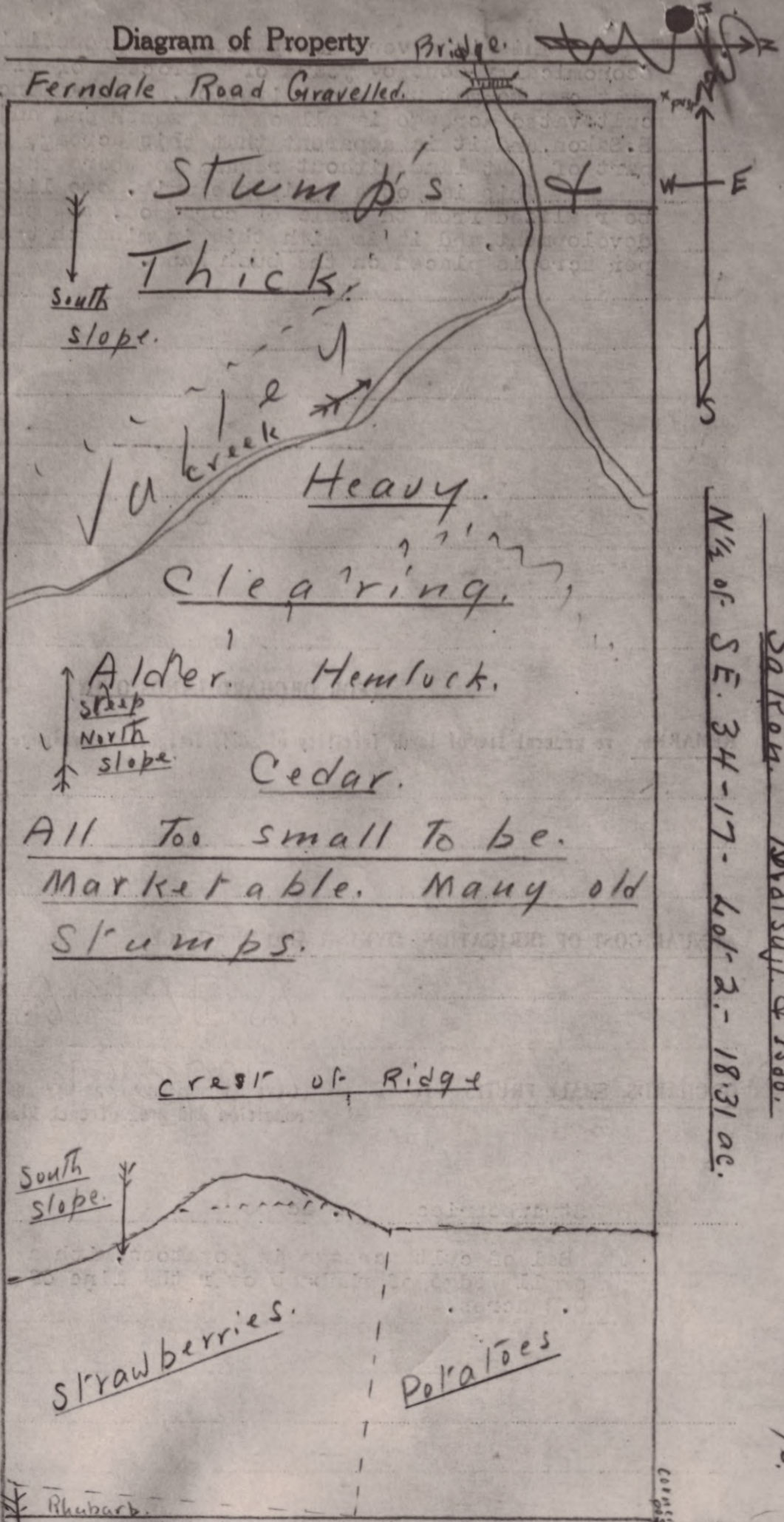
Strawberries 2. acres \$

Bal of cult acreage in potatoes, with a small wedge of rhubarb over the line of about 0.2 acres. \$

Total \$

Amount fruit trees add to value of farm \$

Diagram of Property



All too small to be marketable. Many old stumps.

scale 2 ch. to inch

Sakora Matsui & Isao.

Roll # 12/6.

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

value is \$ 400

B. Sakora
Roll # 12/8

Date 21st May 1942

[Signature]
District Superintendent.

This Agreement,

 made in duplicate this **Thirtieth**

day of **November** in the year of Our Lord one thousand nine hundred and **Thirty-seven**
BETWEEN

JOHN BATISTE SHIMAK of **Natzie** in the Province of **British Columbia, Farmer,**

hereinafter called the "said Vendor," of the one part,
AND

HATSUJI SAKON AND ISAO SAKON of **Mission City** in the
above named Province, **Farmers,**

hereinafter called the "said Purchaser," of the other part.

WHEREAS, the said Vendor has agreed to sell to the said Purchaser and the said Purchaser has agreed to purchase of and from the said Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR th **at** certain parcel or tract of land and premises situate, lying and being in **the District of New westminster and Province of British Columbia and more particularly known and described as Lot Two (2) of the North half of the South East quarter of Section Thirty-four (34) Township Seventeen (17) Map 5840, Municipality of Mission.**

EXHIBIT No. 581-3
DATE Aug 17/48
FILLED BY W. H. Stackpole

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of
..... **SIX HUNDRED (\$600.00)** Dollars
of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that
is to say: the sum of **TWO HUNDRED (\$200.00)** Dollars
on the execution of this agreement (the receipt whereof the said Vendor doth hereby admit and
acknowledge), and the balance payable as follows:

TWO HUNDRED DOLLARS (\$200.00) on December 1st. 1938 and
TWO HUNDRED DOLLARS (\$200.00) on December 1st. 1939.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE
said Purchaser DOTH COVENANT, PROMISE AND AGREE, to and with the said Vendor that
he or they shall or will well and truly pay, or cause to be paid, to the said Vendor the said sum of
money above mentioned, together with the interest thereon at the rate of **Five (5)** per cent.
per annum, on the days and times in manner above mentioned; all sums in arrear for interest from
time to time shall bear interest at the rate aforesaid from due date until payment: AND also shall and
will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or
charged from and after this date, including local improvement assessments and sewer rates, whether
already or hereafter assessed.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon
as aforesaid, the said Vendor DOTH COVENANT, PROMISE AND AGREE to and with the said
Purchaser to convey and assure, or cause to be conveyed and assured, to the said Purchaser, by a
good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described,
together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED
FROM ALL ENCUMBRANCES, save and except local improvement assessments or taxes and sewer
rates, and subject to the conditions and reservations in the original grant thereof from the Crown, and
such deed shall be prepared at the expense of the said Purchaser and shall contain the usual statutory
covenants, but the said 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 the possession of the said Vendor.

AND ALSO shall and will suffer and permit the said Purchaser to occupy and enjoy the same until
default be made in the payment of the 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, and 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 said Vendor may give the said
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 said 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 said Vendor as liquidated 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 said Vendor
shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE SAID PURCHASER shall and will during the continuance of this Agreement, and so long as
any money remains unpaid thereunder, insure and keep insured against loss or damage by fire all
buildings or other erections erected on the said lands, or which may be hereafter erected hereon, in
the sum of not less than

with some insurance Company to be approved of by the said 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 unto the said Vendor the policy or policies of assurance, receipt and receipts, thereto
appertaining, and if the said Vendor shall pay any premiums or sums of money for insurance of the
said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid
hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be
payable forthwith.

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

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

**MATSUJI SAKON AND ISAO SAKON,
MISSION CITY, B. C.**

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, 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; AND wherever the singular and the masculine pronoun are used, the same shall be construed as meaning the plural or the feminine 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 said 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.

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 the said Purchaser hereby irrevocably appoints the said Vendor his true and lawful attorney for and in the name of the said 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

Jd Catherwood
Mission City
Notary

Matsuji Sakon
Isao Sakon

Affidavit of Witness

To Wit :

I, _____, of the _____, in the Province of British Columbia, make oath and say:—

1. I was personally present and did see the within instrument duly signed and executed by _____ the part thereto, for the purposes named therein.

2. The said instrument was executed at _____

3. I know the said part _____, and that _____ of the full age of twenty-one years.

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

Sworn before me at _____ in the Province of British Columbia, this _____ day of _____, 19_____

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

Dated 1937

JOHN BAYLOR SHIRK

AND

MATSUJI SAKOH
AND
ISAO SAKOH

Agreement
For Sale of Land

Lot 2 of the N. 1/2 of the
S. 1/4 Sec. 34 Tp. 17
Map 5840
Jurisdiction of Mission.

RCs No. 117683c

Victoria Printing and Publishing Co., Victoria, B.C.

Date Paid	Principal	Interest	Paid to

For Maker of a Deed

I HEREBY CERTIFY that, on the 4 day of February, 1938, at Mission City, British Columbia, in the Province of British Columbia, John Matiste Shimek and Matsuji Sakoh and Isao Sakoh (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 they are the person mentioned in the annexed instrument as the makers thereof, and whose name subscribed thereto as parties that they knows the contents thereof, and that they 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 Mission City this 14 day of February, in the year of our Lord one thousand nine hundred and thirty-eight.

John 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 brackets.

File No. 13382.

REAL PROPERTY SUMMARY FOR CLAIM

May 8th, 1948.

CLAIMANT: (Mr.) Matsuji SAKON Reg. No. 13061.

PROP. SUBJECT OF CLAIM:

Moss Road, Mission, B.C.
being
Lot 2 of the North $\frac{1}{2}$ of the S.E. $\frac{1}{4}$
of Sec. 34, Twp. 17, Map 5840,
Mun. of Mission, D.N.W.

CLAIM:	Estimated fair market value as per claim;	\$755.00
	Custodian Cr. as per claim	505.00
	(Actual Gross Selling Price \$505.00)	<hr/>
	CLAIM -	\$250.00

NOTE: Matsuji SAKON states on claim that he is owner of one-half interest. It appears that he is claiming on behalf of his brother, Isao SAKON, also.

REFERENCES

HISTORY

JP declared October 7th, 1942.

RP. 1 C/E dated November 16/42, notes vesting in the Custodian.
(Matsuji SAKON and Isao SAKON).

RP. 2 Assessed Value (1943)

Land	\$555.00
Improvements	200.00

RP. 3 Valuation - V.L.A., May 20/42, \$514.00.

RP. 4 Japanese advised of sale of property, \$505.00, and provided with statement of sale and statement of account, June 19/44.

Statement of Account to date.

/JS

"J. Spratt"

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy
Oct. 7/48 M. Abbott