

Name of Claimant

SAKAMOTO, Masahiro

Case

734

Custodian File

4241

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 % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					442. 572.	220.55 885.61				220.55 885.61
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										1106.16

CASE NO. 734.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,
September 30th, 1948.

IN THE MATTER OF THE CLAIM OF
MASAHIRO SAKAMOTO.

PROCEEDINGS AT HEARING.

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

JAPANESE PROPERTY CLAIMS COMMISSION.

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Lethbridge, Alberta,
September 30th, 1948.

B E F O R E

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

IN THE MATTER OF THE CLAIM OF
MASAHIRO SAKAMOTO.

PROCEEDINGS AT HEARING.

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APPEARANCES:

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

A.G. VIRTUE, Esq., K.C., appearing for the
claimant.

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

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M. Sakamoto,
In Chief.

THE SECRETARY: Case No. 734, Masahiro Sakamoto.

MASAHIRO SAKAMOTO, the claimant herein,
being first duly sworn, testified
as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q I show you a form of summary of evidence. Does that contain a statement of your real estate with the improvements, buildings and so on?

A Yes, it does.

10 Q Was that prepared by you in my office with the assistance of a clerk there?

A Yes.

Q Does that contain a true statement of your real estate and the values and the improvements and the buildings and the other information contained in the statement? A: Yes, to the best of my knowledge.

Q Now, this is your signature on the back?

A Yes.

20 Q Now, you had two properties out there, I believe; one at Pitt Meadows? A: Yes.

Q And you bought that as bushland without any buildings for \$650.00? A: Yes, that is right.

Q Do you remember what year that was, about?

A Well, I would say about '30.

Q Around '30? A: Yes.

Q And then you cleared eight acres and planted part of it and your expenses of clearing and planting came to \$2540.00? A: Yes, that is right.

30 Q And then you put on three sheds which cost \$250.00?

M. Sakamoto,
In Chief.

A Yes.

Q Now, that brought the total cost to you up to \$3440.00, but you are only valuing it at the fair market value of \$2950.00?

A Yes, that is right.

Q Was that a fair value for those lands at the time you were evacuated? A: I believe it was.

Q And it was sold by the Custodian for \$572.00?

A Yes.

10 Q Do you regard that as a fair price?

A No, I don't.

Q Now, you also owned a property at Coquitlam?

A Yes.

Q Consisting of 15 acres? A: Yes.

Q You also bought that as bushland for or without any improvements at all? A: That is right.

Q8 And I believe you paid \$500.00?

A Yes.

20 Q Do you remember when you paid that? I mean, when you bought it? A: It was about the same time as I bought the other place.

Q There were no improvements or buildings at all?

A No.

Q But you value that at the time of your evacuation at \$1000.00. You paid \$500.00 and you value it at \$1000.00; why do you claim that increased value for it? A: Well, I believe

the value of the property has gone up since I bought it.

30 Q That is, up to the time that you were evacuated?

M. Sakamoto,
In Chief.

A Yes.

Q That property at Coquitlam had advanced from 1936 to 1942 when you were evacuated?

A Yes.

Q Was \$1000.00 a fair market value in your opinion?

A Yes, I believe it is.

Q That was sold by the Custodian for \$442.00?

A Yes.

10 Q You are not making any personal property claim?

A No.

MR. VIRTUE: I will put that in as the first exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: Now, the first property, that is the one at Pitt Meadows, on the 15th of April, 1942, just before you were evacuated you leased that to a man named Kennedy? A: Yes.

Q Is that the lease (indicating)?

A That isn't the lease on the land; it is just for the crop, that lease.

20

Q Is that your signature (indicating)?

A Yes, that is my signature.

Q But you did sign it? A: Yes, I signed it.

Q And that there is the property at Pitt Meadows, 10 acres? A: Yes.

Q Well, that is the lease that you granted to him?

A Well, that was made just for that year to take off the crop.

Q But I see on the last page there is a clause that you agree that the rental for the years subsequent

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M. Sakamoto,
In Chief.

to 1942 should be \$80.00 a year.

A Yes, that is if he worked on it.

Q If he worked on it? A: Yes.

MR. VIRTUE: I will put that in.

(LEASE MARKED EXHIBIT NO. 2).

MR. VIRTUE: I think my learned friend has the assessment notice for 1942, and I would ask for that, please.

MR. RICE: I have it for 1943.

MR. VIRTUE: Well, that will do.

10 MR. RICE: For both properties?

MR. VIRTUE: No, this is just the one property.

MR. RICE: I don't see the other. Here it is.

MR. VIRTUE: Thank you. Here is an assessment notice which my learned friend produces, and you will notice that the first property, the Pitt Meadows property, was assessed in 1943 for \$1400.00.

I will put that in as an exhibit.

(ASSESSMENT MARKED EXHIBIT NO. 3).

MR. VIRTUE: And the second property was assessed, the
20 Coquitlam land, for \$975.00.

(ASSESSMENT MARKED EXHIBIT NO. 4).

THE SUB-COMMISSIONER: That includes improvements?

MR. VIRTUE: No improvements, just the land alone.

THE SUB-COMMISSIONER: What about the \$1400.00, did it include improvements too?

MR. VIRTUE: That included improvements, sir.

MR. RICE: I am submitting, your Honour, that the real estate was sold for its fair market value.

I tender as one exhibit two farm appraisal
30 reports, one on each property, and I will put them

M. Sakamoto,
In Chief.
Cross Exam.

in as one exhibit.

(APPRAISAL REPORT MARKED EXHIBIT NO. 5)

MR. RICE: I also tender two real property summaries
respecting the properties, one each.

(SUMMARIES MARKED EXHIBIT NO. 6).

MR. RICE: And I submit two analyses of claim, one
dealing with each parcel of land, showing the
assessed value, the claimant's value, the appraised
value and the summary of the sale.

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(ANALYSES MARKED EXHIBIT NO. 7).

CROSS EXAMINATION BY MR. RICE:

Q When did I understand you to say that you purchased
this land? A: Beg pardon?

Q When did you buy this land?

A Well, I am not sure, but I think it was sometime
in the '30's.

Q Sometime in '30? A: In the early '30's.

20

Q Sometime in the '30's. You have nothing to refresh
your mind on it? A: Well, no.

Q You are positive that you paid \$650.00 for the
Pitt Meadows property? A: Yes.

Q What makes you positive on it?

A Well, I paid it myself.

Q You paid it? A: Yes.

Q And the other place you paid \$500.00 for?

A Yes, that is right.

Q How is it that one property has jumped \$500.00 in
value and the other has depreciated in value?

30

A Beg pardon?

M. Sakamoto,
Cross Exam.

Q Your Coquitlam property has jumped \$500.00 in value, although you didn't spend a cent on it; the other place you spent considerable money on it and, taking into consideration what you spent on it, it has gone down in value?

A How is that?

Q Well, you claim that you spent...

MR. WIRTUE: ...I would like the witness to have in his hand the document about which he is being examined.

10

MR. RICE: Well, he can answer a question without assistance, surely.

Q In the summary of evidence you have submitted respecting the Pitt Meadows property, you swore that you spent \$2790.00 and that the land cost you \$650.00, making a total of \$3440.00, but you say today that that property is really worth \$2950.00?

A Well, I think that is a fair value or claim.

20

Q All I am saying is that taking into consideration what you spent on it, it has gone down in value?

A Yes, but that is just the amount of the claim I am claiming for; I am claiming the whole \$3440.00.

Q Oh, yes, you could put \$500.00 on top of that the way that you worked out the other property; but you can't explain how one property went down and the other up?

A: Well, one property has been improved on it, but what I thought was a fair claim was what I registered.

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Q And it is just your estimate of a fair value?

M. Sakamoto,
Cross Exam.

A Yes.

Q You say it has gone up in value \$500.00 from what you paid for it?

A Yes.

Q The other property in the same time, or the same period of time has gone down in value, taking into consideration what you paid for it. There was a crop on this Pitt Meadows property all ready to take off when you were evacuated?

10 A Beg pardon?

Q There was a crop on the Pitt Meadows property all ready to be taken off when you were evacuated?

A Yes, there was.

Q That \$300.00 that you got for rent was really for payment of the crop on there?

A Yes, that is it.

Q And I think the lease provided, or the arrangement was, that next year Mr. Kennedy was to have the property for \$80.00 rent?

20 A Yes, that is if he worked on the property.

Q All right.

MR. VIRTUE: I merely call attention to the farm appraisal report covering the Pitt Meadows property. "Roads: Has direct access to Hammond Road." "Is this district a good one? Fairly good, co-operative marketing." "Employment opportunity: Fair, 2 saw mills, brick yard, and peat plant." "Electricity: Power available, not used."

And we again have the extraordinary feature appearing in so many of these appraisal reports,

M. Sakamoto,
Discussion.

that we have almost ten acres, no, we have about eight and a half acres of cultivated land in strawberries, raspberries and asparagus and no value whatever is given to that in the appraisal. And the total appraisal is \$50.00 less than was paid by this man as bushland in 1930.

On the second property, the Coquitlam property, "Roads: Has direct access to Victoria Drive, good gravel road," and the property which this claimant paid \$500.00 for in 1930, or thereabouts, he valued at \$200.00. That is all, thank you.

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THE SUB-COMMISSIONER: Q: Did I understand that you bought these two pieces of property the same year?

A No, your Honour, it might be two or three years later that I bought the Coquitlam land, but I am not sure when I bought it.

Q You bought the Pitt Meadows first, did you?

A Yes.

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Q Who did you buy the Pitt Meadows property from?

A A fellow by the name of Henry Chavin.

Q And who did you get the other property from?

A This fellow, he stayed right on the property, I don't know what his name is. He did live right behind me.

Q Does he still live there?

A I am not sure.

Q You don't know his name? A: No, I don't.

Q And did you have an agreement for sale in each case?

30

A Yes, I had.

M. Sakamoto,
Discussion.

Q You haven't got those agreements?

A Did I turn them in, Mr. Virtue?

MR. VIRTUE: What is that again?

THE SUB-COMMISSIONER: The agreement for sale covering
the property?

MR. VIRTUE: No.

THE SUB-COMMISSIONER: You haven't got them?

MR. VIRTUE: No. 1936, that is eighteen years ago.

THE SUB-COMMISSIONER: Some of them have been keeping them.

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MR. VIRTUE: We haven't been able to find them in this
case, your Honour.

THE SUB-COMMISSIONER: He does not remember the man he
bought the second parcel from.

MR. VIRTUE: No. Evidently he must have bought it; he
got it somehow.

THE SUB-COMMISSIONER: Q: It is all paid for?

A Yes, it is all paid for. I believe the title is
in Mr. Virtue's hands.

MR. VIRTUE: Yes, we have the title, but that doesn't
show the value.

20

THE SUB-COMMISSIONER: Oh, no. That is all, thanks.
Unless you have something else?

MR. VIRTUE: No, that is all, thanks.

THE SUB-COMMISSIONER: All right, thank you.

(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.

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

M. Sakamoto
SUB-COMMISSIONER.

NOV 27 1947

Proof of Claim

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

Leth.

1. Name of Claimant in full: SAKAMOTO MASAHIRO
Registration No. 14201
2. Claimant's address at the time of his evacuation from the protected area:
P.O. Box 15 Pitt Meadows, B.C.
3. Claimant's present address:
P.O. Box 483 TABER ALTA.
4. Claim relating to real property:
 - (a) Street address of real property: 1 parcel Hammond Road Pitt Meadows, B.C..
1 parcel municipality of Coquitlam, B.C..
 - (b) Legal description of property:
 - (1) Lot 3 of a 50.44 acre portion of lot 282 group 1 pal 4461 District of NEW WESTMINSTER C, of T. 130828 E.
 - (2) Municipality of Coquitlam $\frac{1}{2}$ Lot 2 of the S.W. quarter of the N.E. quarter of Section 7 Township 40 Map 5944 District of New Westminister C. of E. 51611

(c) Type of real property, i.e., farm, residence, commercial, etc., and short description of it:

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10 acre with 8 acre in small fruit all producing at time of evacuation

15 acre in woodland suitable for firewood

(d) Title or interest held by Claimant in the real property:

Title for above property is in my possession

(e) Fair market value of real property at date of sale:

(I) Land—	\$	10 acres in Pitt Meadows	\$2750.00
		15 " " Coquitlam	1000.00
(II) Buildings—	\$	3 small buildings on 10 acre piece	200.00

(f) Amount of loss alleged to have been sustained by the Claimant under the terms of reference:

\$ 2939.00

5. Claims relating to personal property, etc.

(a) Location at which property was left by Claimant at date of evacuation:

(b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

(c) In whose care was property left by the Claimant at date of evacuation?

Property left in care of CUSTODIAN

(d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

10 acres	cost price	\$750.00
	Cost of clearing 8 acre @ \$250.	2000.00
	Value of buildings	200.
15 acres	valued	1000.00
	Total	3950.

(e) Amount of loss alleged to have been sustained by Claimant under the terms of reference:

Total value of property	\$3950.00
Received from Custodian for above	1011.00
Amount claimed as loss	2939.00

6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

7. An Interpreter will not be required.

DATED this seventeenth ^{November} thirty first day of October, A.D. 1947.

Samson Sanderson
Witness to Signature of Claimant.

M. Sakamoto
Signature of Claimant.

STATUTORY DECLARATION

I, Masahiro Sakamoto
(Full Name of Claimant)

Box 483 TABER ALTA Labourer
(Present Address) (Occupation)

DO SOLEMNLY DECLARE:

- I am the above named Claimant.
- I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.
- The above Claim is true and correct.
- I have not received any payment upon the above Claim other than the following:

Received from Custodian for the	two farms the	
following amount		
LOT 3 10 acre in Pitt Meadows		\$ 569.00
Lot 2 15 acre in municipality of Coquitlam		442.00
Total recieved		1011.00

And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at Taber
in the Province of Alberta,
this 17th day of November
A.D. 1947.

M Sakamoto

Samson Sanderson
A Commissioner for Oaths in and for
the Province of Alberta.

VIRTUE & RUSSELL
Barristers & Solicitors
Lethbridge, Alberta.

IN THE MATTER OF Order-in-Council
P.C. 1810, as amended by Order-in-Council
P.C. 3737; and

(Full Name of Claimant)

IN THE MATTER OF "THE INQUIRIES
ACT" being Chapted 99 of the Revised
Statutes of Canada, 1927, and

(Occupation)

IN THE MATTER OF a Commission
appointed to inquire into and report upon
the claims of persons of the Japanese Race
under said Orders-in-Council.

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.

2. I have a personal and full knowledge of the circumstances and facts
related to the Claim above referred to.

3. The above Claim is true and correct.

4. I have not received any payment upon the above Claim other than

Proof of Claim

Masahiro Sakamoto

Reg.# 24201

Custodian File # 4241

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 97

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Masahiro SAKAMOTO

2. Registration Number: 14201

EXHIBIT NO.

734-1

DATE

Sept. 30/48

FILED BY

A. G. Virtue

3. Present Address: Box 483, Taber, Alta.

4. Address Prior To Evacuation: Box 15 Pitt Meadows, B. C.

Parcel 1

5. LEGAL DESCRIPTION OF PROPERTY: Parcel 1.

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

Lots three (3) of a fifty point forty-four (50.44) acre portion of lot 282 group (1) map 4,461 in the District of New Westminster, municipality of Pitt Meadows.

- (a) Nearest Post Office adjacent to land. Pitt Meadows
- (b) Number of acres: 10 acres
- (c) When purchased: March 19, 1936
- (d) Condition when purchased: (Give improvements and values in detail as of date of purchase)

Bushland and stumps

No Buildings

(e) Purchase Price\$ 650

6. IMPROVEMENTS:

(a) Clearing.....8.....acres at \$ 150.....per acre	\$ 1200.00	
• Powder on 8 acres	800.00	
(b) Fencing material \$50 Labour \$50	\$ 100.00	
(c) Tillage on 8 acres	\$ 190.00	
(d) Drainage	\$	
(e) Weed Eradication	\$	
(f) Planting 7 acres berries	\$ 250.00	
1 acres raspberries		
(g)	\$	
(h)	\$	
	\$ _____	
Total	\$ 2540.00	\$ 2540.00
Carried Forward	\$	\$ 3190.00

Parcel I

3

Brought forward \$ 3190.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
2 Packing Sheds	14 x 14	1938	\$ 73.00	\$ 50.00	\$ 123.00
Woodshed	24 x 14	1938	\$ 77.00	\$ 50.00	\$ 127.00

250.00

Total Cost of Buildings 250.00

Total Cost of Land and All Improvements\$ 3440.00

Fair Market Value (Land 2750.00 Buildings 200.00).....\$ 2950.00

Sold by Custodian for\$ 572.00

Loss Claimed on Parcel 1\$ 2378.00

8. Assessment for 1942:

Land \$

Improvements \$

Total \$ 1400.00

9. Appraisal or Valuation (by Custodian):

Lands	\$	559.40
Improvements	\$	25.00
Total	\$	<u>584.40</u>

10. Rental Value per Year: \$ 300.00 (see lease)

11. Fire Insurance on Buildings:
(List amount on each building):

-\$
-\$
-\$
-\$

12. Documents in Support:

- (a) Photographs:
- (b) Deeds Certificate of Title #130828 E
- (c) Agreements to Purchase Sakamoto to Jamosaki
- (d) Leases M. Sakamoto to R. P. Kennedy
- (e) Insurance Policies
- (f) Correspondence Statement of sale price of land from office of Custodian dated November 6, 1944
- (g)
- (h)

Parcel II
9

5. LEGAL DESCRIPTION OF PROPERTY: Parcel 1.

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

Lots two (2) of the S.W. 1/4 of the N.E. 1/4 of Section seven (7) Township forty (40) Map 5944 in the District of New Westminster municipality of COQUITLAM

- (a) Nearest Post Office adjacent to land. Port Coquitlam
- (b) Number of acres: 15 acres
- (c) When purchased: March 19, 1936
- (d) Condition when purchased: (Give improvements and values in detail as of date of purchase)

Bushland

No Buildings

(e) Purchase Price\$ 500.00

6. IMPROVEMENTS:

(a) Clearing.....acres at \$.....per acre	\$	
(b) Fencing	\$	
(c) Tillage	\$	
(d) Drainage	\$	
(e) Weed Eradication	\$	
(f) Planting	\$	
(g) Cut two (2) acres bush	\$	
(h)	\$	_____
Total	\$	\$ _____
Carried Forward	\$	\$ 500.00

Parcel II

Brought forward

\$ 500.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
			\$	\$	\$

Total Cost of Buildings

Total Cost of Land and All Improvements \$ 500.00

Fair Market Value \$ 1000.00

Sold by Custodian for \$ 442.00

Loss Claimed on Parcel 1 \$ 558.00

8. Assessment for 1942:

Land \$

Improvements \$

Total \$ 975.00

Parcel 2:- (Add additional sheets if necessary)

(Give exactly the same information as in paragraphs 5 to 12 above)

13. SUMMARY OF LOSSES ON REAL PROPERTY:

Parcel 1	\$ 2378.00
Parcel 2	\$ 558.00
Parcel 3	\$
Parcel 4	\$

TOTAL:

\$2936.00

No claim is being made for Personal Property

I Certify the above to be True and Correct

Chas. M. Velt
Witness

M. Sakamoto
Signature of Claimant

FARM LEASE

THIS INDENTURE made in duplicate the ~~Fifteenth~~ day of April A.D., 1942.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:- **MASAHIRO SAKOMOTO of Pitt Meadows**
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

ROBERT P. KENNEDY of Pitt Meadows
Farmer
(hereinafter called the Lessee)

Of the Second Part

EXHIBIT NO. 734-2
DATE Sept 30/48
FILED BY A. J. Virtue

WITNESSETH THAT: for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hath demised and leased AND BY THESE PRESENTS DOTH DEMISE AND LEASE unto the Lessee all those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Pitt Meadows in the District of New Westminster and Province of British Columbia, more particularly described as:

**Lot Three (3) of Fifty (50) acre portion of Lot 282 Township One (1)
Map 4661, containing ten (10) acres more or less**

TOGETHER with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being;

AND TOGETHER ALSO with all ways, paths, passages, water courses, privileges and advantages whatsoever to the said premises belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of Ten months to be computed from the 1st day of April A.D. 1942.

and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Three hundred (\$300.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

THE LESSEE covenants with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 1943 without any further payment.

THE LESSEE FURTHER covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of:-

Five (5) acres of strawberries

One half ($\frac{1}{2}$) acre of raspberries

One half ($\frac{1}{2}$) acre of asparagus

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good husbandlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Pacific Co-operative Union and will in all respects carry out the obligations of the Lessor to Pacific Co-operative Union under the Lessor's contract with that co-operative association and will execute an Agreement of his own with Pacific Co-operative Union;

AND it is further understood and agreed that statements of the proceeds of the aforesaid growing crops shall be furnished to the Custodian of Enemy Property or his representative by Pacific Co-operative Union in the same manner as statements have previously been furnished to the Lessor.

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any livestock, farm implements or miscellaneous tools which are left by the lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent at the termination of this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 194 2 , he shall be able to again rent the said lands for the year 194 3 , but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 194 3 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

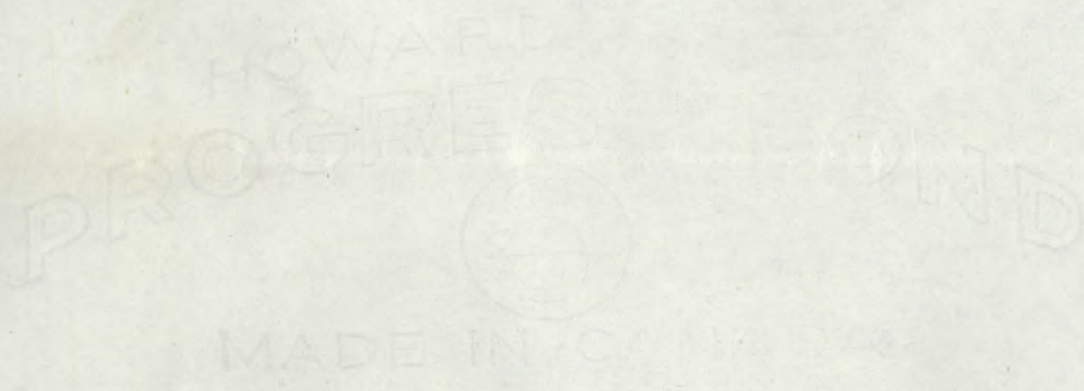
PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants The Lessee covenants with the Lessee for quiet enjoyment.

PROVIDED ALSO in case of any breach of any of the covenants and conditions herein contained, it shall be lawful for the Lessor or his Agent to re-enter upon the said lands and premises and the same to have again, repossess and enjoy;

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor or the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns, and the masculine shall include the feminine and the singular the plural.

THE LESSOR agrees that the rental of the aforesaid lands in the years subsequent to the year 1942 shall be Eighty (\$80.00) Dollars.



IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered by

MASAHIRO SAKOMOTO and ROBERT P. KENNEDY
in the presence of

M. Sakamoto
Robert P. Kennedy
M. M. Fletcher

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say:-

1. That I was personally present and did see **MASAHIRO SAKOMOTO and ROBERT P. KENNEDY** the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.
4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City in
the Province of British Columbia
this **Fifteenth** day of **April**
A. D. 194₂

M. M. Fletcher
A Commissioner for taking affidavits
within British Columbia.

M. M. Fletcher

DATED 15th day of April A.D. 1942

MASAHIRO SAKAMOTO

TO

ROBERT P. KENNEDY

FARM LEASE

Lessor

JAMES M. CAMPBELL
Barrister - Solicitor
MISSION CITY - - B. C.

Notice of Assessment, 1943.

Corporation of the District of Coquitlam.

No. on Roll	Lot	Block	Re-Sub-Div.	District Lot	No. of Acres or Lots	Total Value of Land		Value of Improvements
						Exclusive of Improvements Improved	Wild	
5599	2 Sp of NE 1/4 Sec. 7 Sp. 40				15.0	\$ 975	\$	\$

TAKE NOTICE that the above property is assessed as above for the year 1943. The first sitting of the Court of Revision will be held in the Municipal Hall, Maillardville, B. C., on the 8th day of February, 1943, at 10.00 a.m. Section 234 of the Municipal Act reads as follows:

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

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

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

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

C. LEMAX, Assessor, 1111 Brunette Street, New Westminster, B. C.

Lot 2

EXHIBIT No. 734-4
 DATE Sept. 30 1943
 FILLED BY A. L. Virtue

Farm Appraisal Report

File No. JL 386

Land Description Lot 2 of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 7, T $\frac{1}{2}$ 40, Map 5944.

Containing 15 Acres

Owner's Name SAKAMOTO, Masahiro Post Office Address Port Coquitlam, B.C.

Nearest Rail Point Port Coquitlam, B.C. Distance 3 miles.

Market Town New Westminster, B.C. Distance 12 miles.

Church (give denomination) Port Coquitlam, all denominations Distance 3 miles.

Nearest School Victoria Drive School. Distance $\frac{1}{2}$ mile.

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

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

Has direct access to Victoria Drive, good gravel road.

Is this district a good one? Poor agricultural locality.

Employment opportunity Practically nil.

Predominating Nationality and religion: British.

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

Water supply: No water supplied. Value \$

BUILDINGS ON FARM

4241

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	X	No buildings.						
	X							
	X							
RN	X							
	X							
BARN	X							
	X							
GRANARY	X							
	X							
	X							

EXHIBIT NO. 734-8
DATE FILED BY Sept 30 1958
G. R. Rice

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? \$

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished

Are buildings painted? Condition of paint

Distance from nearest bush

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
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
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	
15	Rolling land over gravelly and stoney formation		A heavy stand of alder, timber of value for commercial cord-wood		30.00 450.00	

Total value of Land \$ 450.00

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 \$ 450.00

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

No occupation, no farming operations.

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

Should be left as wood lot.

Noxious weeds: Nil.

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

District of Coquitlam.
Ass'd. Land \$975.00, Taxes, 1942, \$43.38.

Date: July 8/42.

Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 6th day of July, 1942.

Inspector's Signature

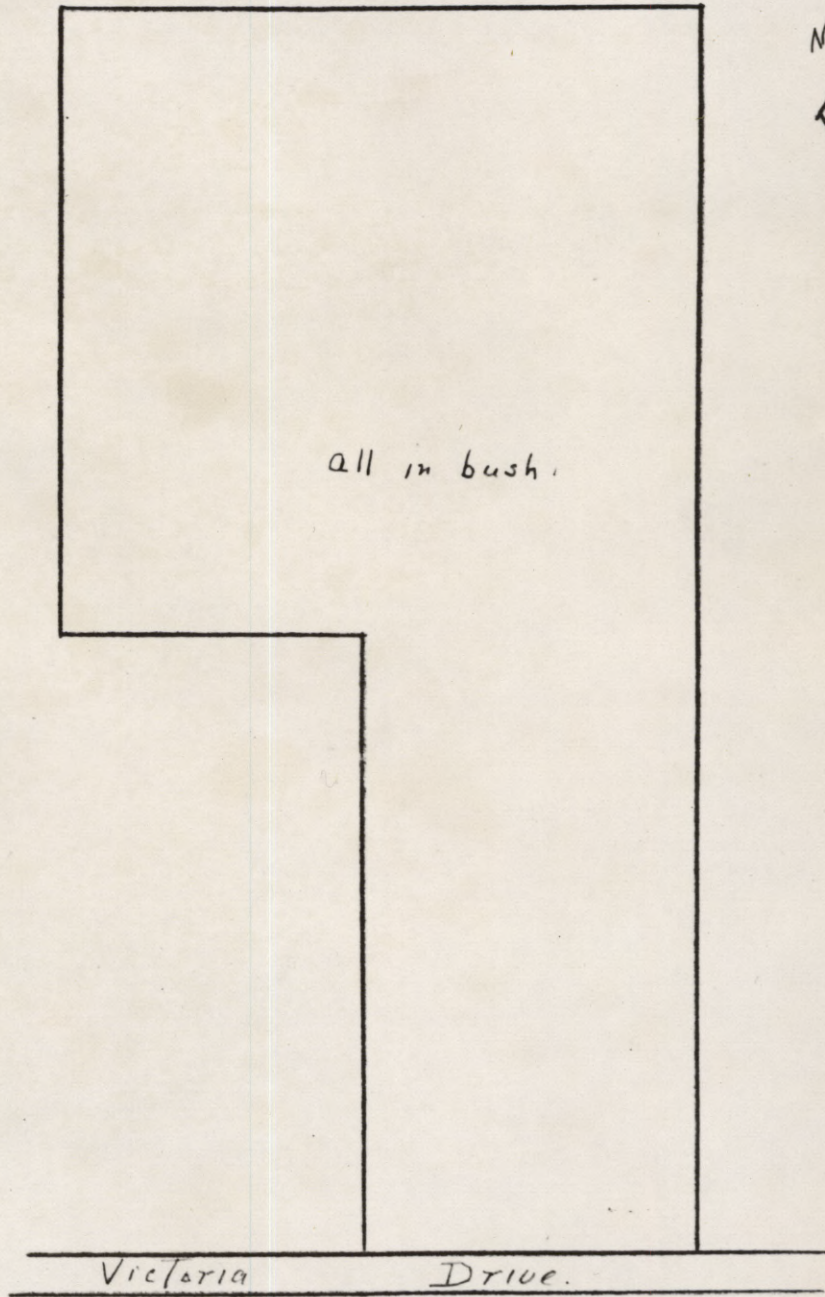
"D. DODDING"

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

Diagram of Property

lot 2 of SW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec. 7.
Tp. 40. Map 5944 - 9.5 ac.

Scale - 200' - 1"



Following careful review of this appraisal report, it is my opinion that the present value is \$ 200.00

Date 14th July, 1942.

"I. T. BARNET"
District Superintendent.

BC-698-V

Farm Appraisal Report

File No. JL 386-4

Land Description Lot 3 of 50.44 ac. ptn. of Lot 282, Gp. 1, N.W.D., Map 4461.
Containing 10.22 Acres

Owner's Name SAKAMOTO, Masahiro Post Office Address Pitt Meadows, B.C.

Nearest Rail Point Pitt Meadows, B.C. Distance 1/4 mile

Market Town New Westminster, B.C. Distance 14 miles

Church (give denomination) Pitt Meadows United Distance 1/4 mile

Nearest School Pitt Meadows Distance 1/4 mile

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

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

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

Employment opportunity Fair, 2 saw mills, brick yard and peat plant.

Predominating Nationality and religion: Mixed, immediate owners Japanese.

Describe Fencing and its condition: Fenced on north and west. Value \$

Water supply: No water. Value \$

Electricity:- Power available, not used.

BUILDINGS ON FARM

4241

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	X							
Packing shed	15x24	frame	10	shgl	8	wood	fair	25.00
	X							
BARN	X							
	X							
BARN	X							
	X							
GRANARY	X							
	X							
	X							
	X							
	X							

Total present day value \$ 25.00

Total Value Buildings add to farm \$ 25.00

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable? No dwelling. \$

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished

Are buildings painted? Condition of paint

Distance from nearest bush

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
8.44	level	sdy.loam 10"-18"	gravelly	small fruits - poor condition	60.00	506.40
Area which can be cultivated without cost other than for breaking.						
.88	south slope	sdy.lm. 10"-18"	gravelly	grown up to bracken	50.00	44.00
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
.90	south slope	sdy.lm. 10"-18"	gr.	slashing, stump- ing, breaking	150.00 to 175.00	10.00 9.00
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	

Total value of Land \$ 559.40

Total added by buildings to value of farm \$ 25.00

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

Total value of farm \$ 584.40

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

Land is fairly clean but general conditions indicate a low state of fertility. No dwelling.

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

Suitable for small fruits but soil fertility will have to be restored.

Noxious weeds: No serious weed condition.

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

Pitt Meadows Municipality.
Improvements \$300.00
Land - 1100.00
\$1400.00 Taxes, 1942 - \$24.67

Date: June 26th, 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.

Inspector's Signature

"D. DODDING"

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

Farm Appraisal Report

J.P. 386.1

Remarks: There are no buildings on this property and local information is to the effect that the property has been operated from Lot 4, which is listed under the name of I. Yamasaki. The land is well developed but general growth indicates a serious lack of fertility and I suspect that fertility has been dissipated by heavy use of chemical fertilizer.

The soil is of a sandy nature and in its present condition would suffer from dry weather, but it would respond readily to the restoration of humus content by the use of green crops being plowed in.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

Nil.

ORCHARDS, SMALL FRUITS, ETC.

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

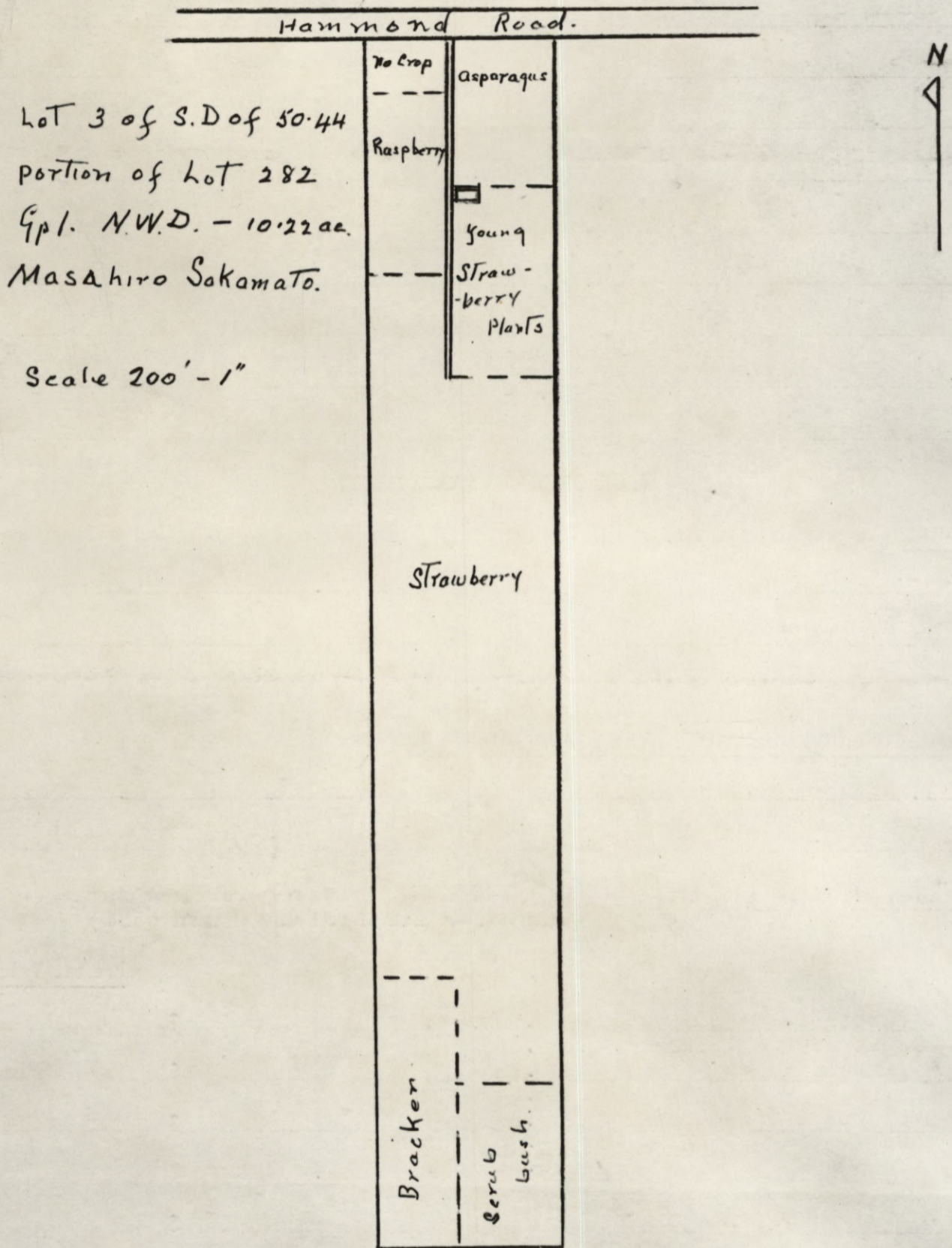
Present Value

Strawberries - only fair	6.90	acs.	\$
Raspberries poor	.55	"	\$
Asparagus	.65	"	\$
No crop	.34	"	\$
Grown to bracken	.88	"	\$
Bush	.90	"	\$
	<u>10.22</u>	acs.	\$

Total \$

Amount fruit trees add to value of farm \$

Diagram of Property



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

value is \$ 550.00

Date 29th June, 19 42.

"I.T. BARNET"

District Superintendent.

REAL PROPERTY SUMMARY

EXHIBIT No. 734 - 6

DATE Sept. 30/48

FILED BY G.E.A. Rice

File 4241

V.L.A. B.C. 698.

JAPANESE NAME: Masahiro SAKAMOTO - - Reg. No. 14201.

CATALOGUE NO: Part of The Director The Veterans' Land Act 2nd offer.

PROPERTY ADDRESS: 53 Bonson Road, Pitt Meadows, B.C.

LEGAL DESCRIPTION: Lots 3 of a 50.44 acre portion of Lot 282 Group 1 Map 4461 Municipality of Pitt Meadows, D.N.W.

TITLE: In the name of Masahiro SAKAMOTO.

ENCUMBRANCE: 25700, 12th April 1943.

ASSESSED VALUE: 1943 - 10.22 acres.
Land \$1100.00
Improvements \$ 300.00 Total \$1400.00 Taxes \$24.67.

CLASSIFICATION: Berry and fruit farm of 10.22 acres reported by the inspector on November 24th, 1942, all cleared with 5 acres in strawberries and 20 mixed fruit trees. There was on the property a 1 storey frame house 28 x 28, 4 rooms, poor condition, a woodshed 18 x 20 poor, barn 24 x 36 fair, packing shed 12 x 24 poor, packing shed 12 x 12 poor.

HISTORY OF ADMINISTRATION: The property was leased by Masahiro SAKAMOTO to R.P. KENNEDY, 15th April 1942 for 10 months from the 1st April 1942 to the 31st January 1943, for \$300.00 paid to SAKAMOTO. This lease provided for an option of extension for subsequent years at \$80.00 per year and the lease was extended by collateral agreement by the Custodian dated the 15th March 1943 to the 30th September 1943, for \$80.00 payable on the 15th July 1943. As all revenues from the property sold to The Director The Veterans' Land Act whatever the date of sale may have been, accrued to The Director The Veterans' Land Act, this item of \$80.00 was rental to be collected by The Director The Veterans' Land Act.

SOLD: To The Director The Veterans' Land Act for \$572.00 as at 1st January 1944.
Approval of Advisory Committee November 24th, 1943.

FUNDS: Released to the credit of Masahiro SAKAMOTO, sale price \$572.00 less Certificate of Encumbrance \$1.00, registration fee \$3.00, legal fee \$15.00, total \$19.00. Net amount released \$553.00.

TITLE: Included in C. of T. 178025-E and payment of consideration included in cheque to the Custodian dated October 17th, 1944.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED March 25th, 1946.

IM:ML

"Ian Macpherson"

REAL PROPERTY SUMMARY

File 4241

V.L.A. B.C. 261-P

JAPANESE NAME: Masahiro SAKAMOTO -- Reg. No. 14201.

CATALOGUE NO: Part of The Director The Veterans' Land Act 2nd Offer.

PROPERTY ADDRESS: ~~53 Pitt River Road, Pitt Meadows, B.C.~~ "Victoria Rd., Coquitlam"

LEGAL DESCRIPTION: Lot 2 of the South West quarter of the North East quarter of Section 7 Township 40 Map 5944 Municipality of Coquitlam, D.N.W.

TITLE: In the name of Masahiro SAKAMATO.

ENCUMBRANCE: Vesting 25700, 12th April 1943.

ASSESSED VALUE: 15 acres.
Land \$975.00
Improvements None Taxes \$23.06.

CLASSIFICATION: No inspection report on file but there is a notation to the effect that the land has no improvements.

HISTORY OF ADMINISTRATION: Land being unimproved, there is no record on file of any use being made of it.

SOLD: To The Director The Veterans' Land Act for \$442.00 as at 1st January 1944.
Approval of Advisory Committee November 24th, 1943.

FUNDS: Released to the credit of Masahiro SAKAMOTO, sale price \$442.00 less taxes \$101.22, Certificate of Encumbrance \$1.00, registration fee \$3.00, legal fee \$15.00, total \$120.22. Net amount released \$321.78.

TITLE: Included in C. of T. 166914-E and payment of consideration included in cheque to the Custodian dated March 7th, 1944.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED March 25th, 1946.

"Ian Macpherson"

IM:ML

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

Nov. 4/48

M. A. Mustard *old*

File No.
4241ANALYSIS OF
CLAIM

June 15, 1948

REAL PROPERTY
SECTIONMASAHIRO SAKAMOTO,
Reg. No. 14201

Re: Director, The Veterans Land Act -

REAL PROPERTY, -Port Coquitlam, B.C. P.O.
known as
Lot 2 of S.W. $\frac{1}{4}$ of N.E. $\frac{1}{4}$ of
Sec. 7, Tp. 40, Map 5944,
Municipality of Coquitlam, B.C.Masahiro SAKAMOTO makes claim
(Gross) - 1000.00

Sales Price (Gross) - 442.00

	Assessed Value	Claimant's value	S.S.B. Appraisal	V.L.A. Purchase Price.
Land -	975.00	1000.00	450.00	
Improvements -	nil	nil	nil	
	<u>\$975.00</u>	<u>1000.00</u>	<u>450.00</u>	<u>442.00</u>

RECAP:Gross amount of claim
re Lot 2 - 1000.00

" " " sale 442.00

"B.R. Dusenbury"

B.R. Dusenbury,
Office of the Custodian.

File No.
4241

ANALYSIS OF
CLAIM

June 15, 1948
REAL PROPERTY
SECTION

Masahiro SAKAMOTO,
Reg. No. 14201

Re: Director, The Veterans Land Act.

REAL PROPERTY,

Pitt Meadows, B.C. P.O.
known as
Lot 3 of a 50.44 acre portion
of lot 282, Map 4461,
Municipality of Pitt Meadows, B.C.

Masahiro SAKAMOTO makes claim (Gross)
as follows:-

Land -	750.00	
Cost of clearing 8 acres -	2000.00	
Value of building	<u>200.00</u>	\$2950.00

Sales price (Gross) \$ 572.00

	Assessed Value	Claimant's value	S.S.B. Appraisal	V.L.A. Purchase Price
Land -	1100.00	2750.00	559.40	
Improvements -	300.00	200.00	25.00	
	<u>\$1400.00</u>	<u>2950.00</u>	<u>584.40</u>	<u>572.00</u>

Gross amount of claim re lot 3-	\$ 2950.00
" " " sale	<u>572.00</u>

"B. R. Dusenbury"

B.R. Dusenbury
Office of the Custodian

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

Nov. 4/48

Mulanstall 12/10