

Name of Claimant

NAKAMURA, Masato
" Hidekazu

Case 791

Custodian File

6928 & 13467

<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
					2147.					1872.47
							1872.47			1872.47
<u>PERSONAL PROPERTY</u>										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing		45% of amount in next preceding column		
						% of Total	Amount		% of Total	Amount
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
							% of Total	Amount	% of Total	Amount
TOTAL RECOMMENDATION										1872.47

CASE NO. 791.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
October 14th, 1948.

IN THE MATTER OF THE CLAIM OF

MASATO and HIDEKAZU NAKAMURA.

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,
 October 14th, 1948.

IN THE MATTER OF THE CLAIM OF
MASATO and HIDEKAZU NAKAMURA.

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.
D.J. HANDFORD, Esq.,	Official Interpreter.
S.R. HOWARD, Esq.,	Official Reporter.

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M. NAKAMURA,
In Chief.

THE SECRETARY: Case No. 791, Masato Nakamura and
Hidekazu Nakamura.

MASATO NAKAMURA, the claimant herein,
being first duly sworn, testified
as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q You are Masato, are you? A: Yes.

Q Who is Hidekazu? A: My brother.

10 THE SUB-COMMISSIONER: Speak up, please; you are
turning your hear around and I cannot hear you.

MR. VIRTUE: Q: Speak out loud. It will help us
all if you will speak as loudly as you can.

A Hidekazu is my brother.

Q Hidekazu is your brother? A: Yes.

Q Did you own this property jointly?

A Yes.

Q And you are here representing your brother today?

A Yes.

20 Q Now, you owned some land near Haney, British
Columbia? A: Yes, sir.

Q And we are told that Haney is a town in the
Fraser Valley, I believe about around fifteen
miles from New Westminster? A: Around there, I
think.

Q Around that? A: Yes.

Q Was Haney a prosperous community at that time?

A Yes.

Q A prosperous farming community?

30 A Yes.

M. Nakamura,
In Chief.

Q Now, your land consisted of 18 and a fraction
acres? A: Yes.

Q And you and your brother bought this land from
your father? A: Yes.

Q Yutoka Nakamura? A: Yes.

Q You believe that the price that your father
paid for the land was \$1100.00?

A Yes.

10 Q And at the time your father purchased the land
there were no buildings, and it was just partly
cleared? A: Yes.

Q And the clearing done at that time was valued
at about \$600.00? A: Yes.

Q Well, now, your father and your two brothers
cleared eight acres of land, and you fenced part
of it, and you put in drainage, and you planted
some forty-six fruit trees? A: Yes.

Q And you have calculated your cost, you and
your father, at about \$3935.00?

20 A Yes.

Q And then you put on, you and your brother and
your father, put on quite a number of buildings
which you have listed here in this claim?

A Yes.

Q They cost you a matter of \$4049.00?

A Yes.

30 Q These are round figures, as nearly as you could
estimate them at this date. So that the whole
thing cost your father and you two brothers a
matter of \$9084.00? A: Yes.

M. Nakamura,
In Chief.

Q But you only value the property at the time
of your evacuation at \$7000.00?

A Yes.

Q Now, what have you to say about th_at value that
you placed on your property at the time of your
evacuation, this approximately eighteen or
nineteen acres of land at Haney? What do you
say about that value that you put on, \$7000.00?

A I think it is a fair market value.

10

Q Yes.

THE SUB-COMMISSIONER: Q: What did you say?

A I think it is a fair market value.

MR. VIRTUE: Q: Speak louder. Do you think if you
had some time to get out and dispose of the
property and sell it, do you think you could
have got that price for it all right?

A Yes.

Q You are positive of that? A: Yes.

20

Q Now, do you know that the Custodian sold this
property for \$2147.00? A: Yes.

Q What do you say about that price?

A Very cheap.

Q Very cheap? A: Yes.

Q Do you think it was in reason at all?

A No, sir.

Q Now, you aren't making any claim for personal
property? A: No, sir.

Q Is this the signature of your brother and
yourself (indicating)? A: Yes, sir.

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Q And you prepared this form with the help of

M. Nakamura,
In Chief.

your solicitor, and prepared it carefully?

A Yes.

Q You say that the information you have put in this form and the values you have put on this land are true and reasonable?

A Yes, sir.

MR. VIRTUE: I will offer that as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: Now, would you look at that
10 photograph, please. What is that photograph?

A My house.

Q That is the house that you and your brother owned and that you are claiming for now?

A Yes.

Q Is that the one on the left hand side of the road there?
A: Yes, sir.

Q Now, how do the conditions of the house and the surroundings shown in that photograph compare with its condition at the time that you were
20 evacuated?

A: Not much has

been changed.

Q That photograph was taken after you were evacuated, was it?
A: Yes, sir.

Q Well, would you say that the house was in the same condition, or better condition, or worse, when you were evacuated than shown in the photo?

A Well, when I was leaving it was in better condition than the way it looks in the picture.

Q It was in better condition? A: Yes.

30 Q And the grounds and the road leading up to it,

M. Nakamura,
In Chief.

what have you to say about that, about the
condition of them?

A: About the same.

Q About the same?

A: Yes.

Q Now, this building to the right of the road,
are those your buildings too?

A Yes.

Q What are they?

A: A barn on
the east side and a chicken house on the west.

Q This building in the background on the left hand
side is the barn?

A: Yes.

Q I am referring to this one here (indicating)?

A I don't know.

Q You aren't sure?

A: No, it isn't
mine, that.

Q It is not yours?

A: No.

Q But the buildings on the right of the road
are your barn and chicken house?

A Yes.

(PHOTOGRAPH MARKED EXHIBIT NO. 2).

Q Now, will you look at this other photograph,
and tell me what it is?

A: It is a chicken
house.

Q On your land?

A: Yes.

Q Is this land in the foreground, does that
represent the land that you owned there?

A Yes.

Q It was good, level, tillable land, was it?

A Yes.

Q Now, the condition of the buildings in the
second photograph, how does their condition

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M. Nakamura,
In Chief.

compare with their condition at the time that you were evacuated? A: A little change has taken place in the buildings.

Q Would you say they are better in this picture, or worse, or the same? A: It is worse a little bit.

Q A little bit? A: Yes.

Q In other words, at the time that you were evacuated the buildings were in better repair and better generally? A: Yes.

10

Q Was the whole or most of the 18 acres of land there level land like that? A: No, across the creek it is on the sloping side.

Q About how many acres were good level land like that, or about like that? A: Close to ten acres.

Q Close to ten acres? A: Yes.

Q What was the soil like? Was it tillable, fertile soil? A: Yes. There

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was a little sand and a little bit of rock in it.

Q Well, was it suitable for farming?

A Yes.

Q What crops was it suitable for growing?

A Strawberries.

Q It was good strawberry land, was it?

A Yes.

(PHOTOGRAPH MARKED EXHIBIT NO. 3).

Q Now, you had some fire insurance, I believe, on this property. This is a policy taken out the 6th of January, 1942; that was the same year

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M. Nakamura,
In Chief.

you were evacuated? A: Yes.

Q And on the dwelling house there was \$1000.00
and on the household contents \$500.00?

A Yes.

Q And then there was an endorsement increasing the
insurance to \$1000.00 on the house, \$1000.00 on
the contents, \$150.00 on one barn, and \$1000.00
on the chickenhouse; that was a total of \$3150.00
insurance? A: Yes.

10 Q And that was put on in January of the same year
you were evacuated? A: Yes.

Q January, 1942? A: Yes.

MR. VIRTUE: I will put this in as an exhibit, those
in as one exhibit.

(DOCUMENTS MARKED EXHIBIT NO. 4).

MR. VIRTUE: Q: Now, here is a tax receipt for
1942; is that this land? A: Yes.

Q And the assessment then was improvements, well,
the land was \$1200.00 and I don't know whether
that is \$1100.00 for the improvements or \$1700.00?

20

A \$1700.00.

Q \$1700.00, a total of \$2900.00.

MR. RICE: That is right.

MR. VIRTUE: It is an original tax receipt, apparently,
with the assessment embodied in it, 1942, \$1100.00
and \$1700.00.

MR. RICE: No, it is \$1700.00 and \$1200.00.

MR. VIRTUE: \$1200.00 and \$1700.00, a total of \$2900.00.

MR. RICE: Yes.

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(RECEIPT MARKED EXHIBIT NO. 5).

M. Nakamura,
In Chief.

MR. VIRTUE: Q: I believe your father deeded this
land to you two brothers on the 15th of December,
1941? A: Yes.

Q And this is the deed? A: Yes.

Q You just put in \$1.00 because it was a family
transaction? A: Yes.

Q And that is your father's signature?

A Yes.

Q And it is a deed of the property to you two
brothers? A: Yes.

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(DEED MARKED EXHIBIT NO. 6).

Q And then this is a deed of the 14th of January,
1931, from Benjamin Miller to Yutaka Nakamura,
and is the deed under which your father bought
the property from Mr. Miller?

A Yes.

Q For \$1100.00? A: Yes.

MR. VIRTUE: I will put that in as an exhibit.

(DEED MARKED EXHIBIT NO. 7).

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MR. VIRTUE: All right, thank you.

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

I submit the following documents as exhibits
in this claim: Farm appraisal report.

(APPRAISAL REPORT MARKED EXHIBIT NO. 8).

MR. RICE: Two summaries respecting the real property
as one exhibit.

(SUMMARIES MARKED EXHIBIT NO. 9).

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M. Nakamura,
Cross Exam.

CROSS EXAMINATION BY MR. RICE:

Q Exhibit No. 3 shows a picture of two chicken houses; are both of those yours?

A Yes, sir.

Q And Exhibit No. 2, to the left of the road is a picture of your dwelling, is that it?

A This house?

Q Yes?

A: That is my house.

Q That is to the left of the road in the photo?

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A Yes.

Q I show you two more photos. Is that a picture of your dwelling, and the chicken house, too?

A Yes, sir.

MR. RICE: I will tender these two photos as one exhibit.

(PHOTOGRAPHS MARKED EXHIBIT NO. 10).

MR. RICE: Q: Did you build both of the chicken houses or just one?

A: Two.

Q You built two?

A: Yes.

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Q And you built your dwelling?

A Yes, sir.

Q You rented your property before you were evacuated, did you not?

A: Pardon.

Q You rented before you were evacuated?

A No, sir.

Q You did not rent before you were evacuated?

A No, sir.

Q Well, after you were evacuated, did you lease the place?

A: No, sir.

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Q Does that document (indicating) bear your

M. Nakamura,
Cross Exam.

signature?

MR. VIRTUE: I suppose we are too near the end of the hearings to have a battle about this.

THE SUB-COMMISSIONER: Pardon?

MR. VIRTUE: I suppose we are too near the end of the hearings to have a battle about this, but my learned friend has heard my objection a good many times about this method of cross-examining a witness, that is, to ask him three or four questions about a document, first get his answers, and then later present the document. I again register my objection.

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THE SUB-COMMISSIONER: Much could be said about the method of direct examination and cross-examination, I think.

MR. VIRTUE: Well, I can emphasize that the method of direct examination was not my choice. It was laid down for us by the Commission, and I am following the method laid down by the Commission.

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MR. RICE: Well, that is to say, the Commission wanted leading evidence put in.

MR. VIRTUE: I do object again to any method of cross-examining a witness which suggests or which entails asking him questions about a document without calling his attention to the document...

MR. RICE: I did not ask him questions about a document at all.

THE SUB-COMMISSIONER: Just a minute. Pardon?

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MR. VIRTUE: ...and then presenting the document to

M. Nakamura,
Cross Exam.
Discussion.

him afterwards.

THE SUB-COMMISSIONER: What he did was this: He asked him about the construction of these places, and then the renting of the land.

MR. RICE: I asked him if he was renting, or if it was rented, I mean.

10 MR. VIRTUE: And then he hands him a document and says "Is this your signature?" That is contrary to all the rules of evidence, and it is also, if I may say so, contrary to all the rules of fairness, because the object of that rule of evidence is most clear, if you are going to cross-examine a witness about a document you first must call his attention to the document. The object is to prevent trapping him by getting him to say certain things, like he hasn't signed a document and so on, and then trapping him by showing him the document.

20 THE SUB-COMMISSIONER: That is with regard to a statement made in direct examination which was contrary to the terms of the document; but in this case he makes a statement in cross-examination that he did not rent the place.

MR. RICE: That is just the point. I have never heard of such nonsense in my life.

30 MR. VIRTUE: I didn't ask this witness in direct examination any questions at all about leasing the property. The first question that was asked was by my learned friend when he said, "Did you sign any lease?" I didn't ask him if he leased the

M. Nakamura,
Discussion.

place; it was my learned friend that asked him

"Did you enter into any lease of this property?"

THE SUB-COMMISSIONER: He asked him if he rented the property; he said "No".

MR. VIRTUE: "Did you lease the property?" and he said "No", and then having got him in that position my learned friend comes along and produces a document to him which he had in his possession all the time, and he says, "Here, now, is a document showing you have. "

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THE SUB-COMMISSIONER: Of course, Mr. Virtue, if you had asked him that question, and he said that he had not rented the place, then it would be for Mr. Rice to produce the document to him in the face of the denial and put it up to him in that way; but when this witness in cross-examination says that he did not rent it, then it does seem to me that is proper.

MR. VIRTUE: Nothing turns on it very much now, but I will simply refer your Honour to all the well-known rules of evidence in the books on evidence in that regard to which this is contrary. I don't know why my learned friend adopts that course because the obvious thing to do, and the fair thing to do, is, if it is a document that he intends to produce, to produce it to the witness, and say, "Here is a document so-and-so, a lease, did you sign it?" instead of first getting him to say "I didn't sign any lease" and then later producing the lease to him. And then, your Honour, through all of these

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M. Nakamura,
Discussion
Cross Exam.

hearings, as you know, these men all take the same position, "I did not lease my land; I sold my crop," and we all know that, and why my learned friend still persists in this method which is contrary to the rules of evidence and contrary to commonsense, I don't know.

And we had a ruling from Judge Stack last week to the same effect that my learned friend must not do it in that way, and he goes ahead and does it anyway.

10

MR. RICE: In other words, it is up to me to prove from this witness in some other manner that the the witness leased the place without producing the lease, and I can't refer him to it. I never heard of such ridiculous nonsense.

MR. VIRTUE: Look up Wigmore or Phipson on evidence, or any of the books on evidence, and you will find it in there.

THE SUB-COMMISSIONER: Just a minute.

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MR. RICE: I asked him if the place was leased, he said "No", and then I asked him if he completed this document and if that is his signature.

Q Will you look at that document and tell me if it bears your signature? A: Yes.

Q Which is your signature, the first Nakamura on that document? A: The top one.

Q The top one? A: Yes.

Q Well, that purports to be a lease made on the 29th of August, 1942, between you and your brother as lessors and Harry Gee as lessee?

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M. Nakamura,
Cross Exam.

A Yes.

Q Did you complete that document? Did you intend to complete that document as a lease?

A He died already.

Q He did? A: Yes.

Q But you completed a lease with Harry Gee?

A Yes.

Q And the terms of the lease are that he was to have the use of the place by paying the annual taxes and insurance on the buildings?

10

A Yes.

Q That is right, is it? A: Yes.

Q Having leased the place for the payment of the annual taxes and the insurance, about how much would that amount to, do you know, a year?

A \$700.00.

Q The taxes and the insurance amounted to \$700.00 a year? A: No, the taxes and the insurance amounted to about \$75.00.

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Q About \$75.00? A: Yes.

Q Why do you say that the place is worth \$700.00 if you leased it for \$75.00?

A I thought you meant the leasing the land too.

Q Did Gee have the use of the land as well as the buildings? A: No, I don't think he used the land.

MR. RICE: I will tender that as an exhibit, your Honour.
(LEASE MARKED EXHIBIT NO. 11).

MR. RICE: Q: Exhibit 11 says that you leased eighteen odd acres to him? A: Yes.

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M. Nakamura,
Discussion.

Q All right.

THE SUB-COMMISSIONER: That is all, thanks.

MR. VIRTUE: I just want to refer, sir, to the farm appraisal report answering the various questions. The nearest rail point, two miles; nearest church and school, two miles. "Roads: Direct access to No. 22 road, gravel, fair condition." "Is this district a good one? Yes, co-operative marketing." "Water supply: Domestic water from well." And then the valuator lists the buildings, which he values, "Total present day value, \$2010.00," but he says, "Total value buildings add to farm, \$1500.00." He takes off \$510.00 there.

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We again have the situation of the cultivated land being valued at \$70.00 whereas the reclamation cost per acre is given as \$175.00 to \$200.00 an acre.

"Describe condition of farm commenting on tillage" etc., "Farm in good state of cultivation; occupied at present by father of Japanese owner."

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Then the farm appraisal report on page 3 remarks, "This is a fair property as far as soil conditions pertain, but a very expensive property to operate due to the topographical feature. The larger portion of cleared acreage is in hay and sod pasture, whilst the acreage in berry crop is comprised chiefly of one year old plants." Now, I don't want to lead evidence on that again, but you have had plenty of evidence before you that one year strawberry plants are the best plants

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M. Nakamura,
Discussion.

because they come into bearing the second year
and bear best in years three, four and five.
Then he goes on, "Buildings are in fair condition,
and dwelling is supplied with electric power."
And then he gives a list of strawberries, raspberries,
potatoes, peas, grass and sod totalling about
eight and ~~xa~~ fraction acres, and gives no value
for the planting at all, puts no value on it.
That is all, sir, thank you.

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(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing
transcript is true and accurate of the
proceedings herein.

S.R. Howard
"S.R. HOWARD" Official Reporter.

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

H. W. Edmanson
SUB-COMMISSIONER.

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ACKNOWLEDGED 28 1947

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CANADA) IN THE MATTER OF ORDER IN COUNCIL P.C. 1810, DATED
) JULY 18th, 1947, AS AMMENDED.
 PROVINCE OF ALBERTA)
) AND IN THE MATTER OF A COMMISSION TO INVESTIGATE
 TO WIT:) CLAIMS OF PERSONS OF THE JAPANESE RACE.

WE, MASATO NAKAMURA and HIDEKAZU NAKAMURA, both of ^{Duchess} Rosemary in the Province of Alberta, Farmers, do hereby, jointly and severally, solemnly declare as follows:

(1) Our names in full and registration numbers are as follows:

Masato Nakamura, Registration No. 13764

Hidekazu Nakamura, Registration No. 16645.

(2) Our address at the time of our evacuation from the Protected Area was Haney, British Columbia.

(3) Our present address is Duchess, Alberta.

(4) Our claim relates to real property as follows:

(a) The property is located at Haney, British Columbia.

(b) The legal description of the property is Part (Eighteen Decimal Seventy-Three (18.73) acres more or less) of Section Twenty-one (21), Township Twelve (12) as shewn outlined Red on sketch No. Seven Thousand One Hundred and Sixty-Eight (7168) in the District of New Westminster.

(c) The real property consisted of a farm on which we raised poultry, raspberries and strawberries.

(d) We held Title to the land in fee simple, pursuant to a so-called Certificate of Indefeasible Title No. 147776E.

(e) The fair market value at the date of sale was as follows:

(a) Land	\$4,350.00
(b) Buildings	2,650.00
TOTAL	<u>\$7,000.00</u>

(f) The amount of loss which we sustained in connection with the sale of this property was the sum of \$4,846.16 as the Custodian sold the same for \$2,153.84.

(5) We would prefer to have our claims heard at Lethbridge, Alberta. No interpreter will be required as we are both British Subjects with a good knowledge of the English language.

AND WE MAKE THIS SOLEMN DECLARATION conscientiously believing the same 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 by both of the above named,
Masato Nakamura and Hidekazu Nakamura,
at the Town of Brooks in the Province
of Alberta, this 24th day of November,
A.D. 1947.

) M. Nakamura
)
) H. Nakamura.
)
)

Karla Fergus

A NOTARY PUBLIC IN AND FOR THE PROVINCE
OF ALBERTA.

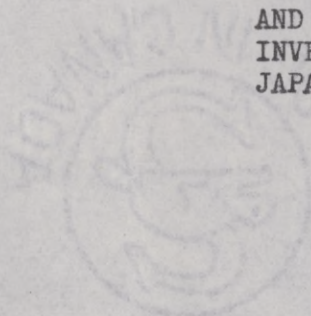
TO:

The Commissioner,
Office of the Custodian,
Royal Bank Building,
VANCOUVER, B.C.

November 24th, A.D. 1947.

IN THE MATTER OF ORDER IN COUNCIL P.C.
1810, DATED JULY 18th, 1947, AS
AMMENDED.

AND IN THE MATTER OF A COMMISSION TO
INVESTIGATE CLAIMS OF PERSONS OF THE
JAPANESE RACE.



DE LA VERGNE & WILLIAMS BARRISTERS & SOLICITORS

#####

DECLARATION

DE LA VERGNE & WILLIAMS BARRISTERS & SOLICITORS

#####

DE LA VERGNE & WILLIAMS
BARRISTERS & SOLICITORS
BROOK S. ALBERTA.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 160

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full:

Masato Nakamura -- joint claim
Hidekazu Nakamura

2. Registration Number:

13764
16645

3. Present Address:

Duchess, Alberta.

4. Address Prior To Evacuation:

Haney, British Columbia

EXHIBIT NO. 791-1

DATE October 14/48

FILLED BY A. G. Virtue

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)

That piece of land situate in the Municipality of Maple Ridge, British Columbia more particularly known and described as part (eighteen decimal seventy three (18.73) acres more or less) of section twenty one (21) township twelve (12) as shown outlined red on sketch no. seven thousand one hundred and sixty eight (7168) in the District of New Westminster.

- (a) Nearest Post Office adjacent to land. Haney, British Columbia
- (b) Number of acres: 18.73
- (c) When purchased: Dec. 16, 1941 from father who acquired it in 1931
- (d) Condition when purchased: (Give improvements and values in detail as of date of purchase)

The claimants purchased from their father, Yutoka Nakamura who had purchased it in 1931, at which time the improvements were some clearing only, valued at about \$600.00

(e) Purchase Price Paid by the claimant's father\$ 1100.00

6. IMPROVEMENTS: made by the claimants and the claimant's father

(a) Clearing.....8.....acres at \$225.00.....per acre	\$	1800.00	
(b) Fencing 3/4 mile @ \$100.00	\$	75.00	
(c) Tillage	\$		
(d) Drainage 2 miles ditches @ \$570.00/mile	\$	1140.00	
(e) Weed Eradication	\$		
(f) Planting 46 fruit trees @ \$20.00	\$	920.00	
(g)	\$		
(h)	\$		
Total	\$	3935.00	\$ 3935.00
Carried Forward	\$		\$ 5035.00

Brought forward

\$ 5035.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
Dwelling House	24 x 32	1936	\$ 848.00	\$ 850.00	\$ 1698.00
2 story chicken houses	20 x 76	1938-9	1051.00	450.00	1501.00
Barn	24 x 30	1935	175.00	150.00	325.00
3 Brooder houses		1938	175.00	150.00	325.00
Woodshed	18 x 24	1937			100.00
Bath House	6 x 10	1936			45.00
Garage	12 x 18	1939			45.00
Pig shed	6 x 8	1935			10.00

Total Cost of Buildings

4049.00

Total Cost of Land and All Improvements

\$ 9084.00

Fair Market Value

\$ 7000.00

Sold by Custodian for

\$ 2147.00

Loss Claimed on Parcel 1

\$ 4853.00

8. Assessment for 1942:

Land \$ 1200.00

Improvements \$ 1700.00

Total \$ 2900.00

9. Appraisal or Valuation (by Custodian):

Lands	\$	
Improvements	\$	
Total	\$	<u>unknown</u>

10. Rental Value per Year: \$ 700.00 (estimate made by claimant)

11. Fire Insurance on Buildings:

(List amount on each building):

House	\$	1000.00
Barn	\$	150.00
Chicken house	\$	1000.00
.....	\$	<u> </u>
Total		2150.00

12. Documents in Support:

(a) Photographs: (a) of chicken house

(b) of dwelling house

(b) Deeds (a) Deed of land dated Dec. 15, 1941.

(b) Certificate of Indefeasible Title #147776E

(c) Agreements to Purchase

(d) Leases

(e) Insurance Policies (a) North West Fire Insurance Company #205792

(b) Endorsement to above.

(f) Correspondence

(a) Letter from Department of Secretary of State dated May 22, 1947, (b) Letter from Department of Secretary of State ~~(c)~~ dated March 26, 1947.

(h) Tax receipts dated August 20, 1940

(i) Deed of land dated Jan. 14, 1931 from Benjamin Miller to Yauaka Nakamura the claimants' father and predecessor in title.

Parcel 2:- (Add additional sheets if necessary)

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

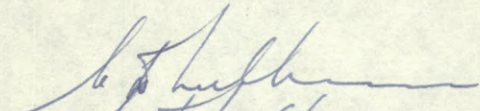
13. SUMMARY OF LOSSES ON REAL PROPERTY:

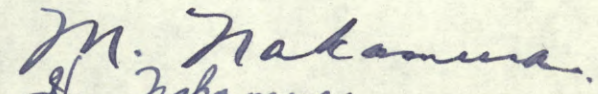
Parcel 1	\$ 4853.00
Parcel 2	\$
Parcel 3	\$
Parcel 4	\$

TOTAL:

\$ 4853.00

I CERTIFY the above to be True and Correct.


.....
Witness.


.....
Signature of Claimant.

A.D. 1948

JAPANESE PROPERTY CLAIMS COMMISSION --
MATSATO NAKAMURA & HIDEKAZU NAKAMURA

C. R. de la Vergue, Jr.
Barrister and Solicitor
Brooks - Alberta



Mr. Nakamura

CLAIM 160

Japanese Property Claims Commission HANEY, B. C.
Haney Photo Studio

Masato Nakamura
Hidekazu Nakamura

H.F.C.

Documents

Photograph "B" Dwelling House

EXHIBIT NO. 791-2
DATE October 14/48
FILED BY A. Y. Virtue

Mr. Nakamura

Japanese Property Claims Commission
Claim 160

Masato Nakamura
Hidekazu Nakamura

Haney Photo Studio
HANEY, B. C.

H.F.C.

Documents

Photograph "A" Chicken House

"B"

EXHIBIT NO. 791-3
DATE October 14/48
FILED BY A. Y. Virtue

EXHIBIT No 791-2
DATE October 14/48
FILED BY A. S. Virtue

EXHIBIT No 791-3
DATE October 14/48
FILED BY A. S. Virtue

FIRE POLICY

SUM INSURED

No 205792

\$ 1,500.00

THE
NORTH WEST FIRE
INSURANCE COMPANY

VANCOUVER BRANCH

EXHIBIT No 791-4
DATE October 14/48
FILLED BY A. J. Virtue

Agency VANCOUVER, B.C. Rate 1.80% Premium \$ 27.00

In Consideration of the stipulations herein named

and of TWENTY-SEVEN 00/100 Dollars Premium,

THE NORTH WEST FIRE INSURANCE COMPANY, hereinafter called the Insurer

Does Insure MASATO NAKAMURA, hereinafter called the Insured,

for the term of THIRTY-SIX MONTHS from the SIXTH day of JANUARY 19 42

at noon, to the SIXTH day of JANUARY 19 45 at noon,

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

FIFTEEN HUNDRED 00/100 Dollars

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

FARM PROPERTY

On the following property owned by the Insured and occupied by Insured for farm purposes only, situate and being No.2849 on the North side of No.22 Road, between 14th. & 16th.Aves., Haney, W.part of N/E. 1/4 Sec.21, Twp.12, Mun. of Maple Ridge, B.C.

Loss, if any, on buildings only payable to -- (Isolated) subject nevertheless, to all the terms and conditions of this policy.

DESCRIPTION OF PROPERTY INSURED	Dimensions of Buildings	Height	Built of	Roofed with	Amount insured by this Policy
Item No. 1. On the Dwelling House and its additions communicating and in contact therewith. No. 1 on diagram and	x	1 1/2	sty. frame,	shingles	1000 00
2. On Household Contents as per clause hereunder.		...	...	...	500 00
3. On the building occupied as barn No.....on diagram and	x				Nil.
4. On Farm Produce only while contained therein.					Nil.
5. On the building occupied as barn No.....on diagram and	x				Nil.
6. On Farm Produce only while contained therein.					Nil.

RESTRICTIVE CLAUSE (For General Use)

Inasmuch as the rate of premium payable under this policy is affected and/or modified by the user and/or condition and/or location and/or maintenance of the insured property, it is understood and agreed between the Company and the Insured that as to the Dwelling described in this Policy;-

ALL chimneys are of brick, built from the ground.

BOARD
INSURANCE

Attached to and forming part of Policy No. 205792 of the North West Fire Insurance Co.

TANAKA INSURANCE AGENCY
田中保險代理社

Per [Signature] Agent.



Dated at Vancouver, B.C. this 6th. day of January 1942.

No. 66 (April, 1928)
30M-6-40

art, articles of value, and musical instruments, clocks, watches, trinkets and mirrors, the property of the Insured or of any member of the Insured's family, only while contained in dwelling No. 1.

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

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

Lightning and Electrical Current Clause:—See Statutory Conditions.

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

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

Attached to and forming part of Policy No. 205792 of The North West Fire Insurance Co.

Dated 6th. January

1942 TANAKA INSURANCE AGENCY
田中保險代理社



No. 7 (Sept., 1937)
5M-1-41

Per [Signature] Agent.

NORTH WEST FIRE INSURANCE COMPANY

VANCOUVER BRANCH

EXHIBIT NO. 791-4
DATE October 14/48
FILLED BY A. J. Virtue

Agency VANCOUVER, B.C. Rate 1.80% Premium \$ 27.00

In Consideration of the stipulations herein named

and of TWENTY-SEVEN 00/100 Dollars Premium,
THE NORTH WEST FIRE INSURANCE COMPANY, hereinafter called the Insurer

Does Insure MASATO NAKAMURA, hereinafter called the Insured,

for the term of THIRTY-SIX MONTHS from the SIXTH day of JANUARY 19 42
at noon, to the SIXTH day of JANUARY 19 45 at noon,

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

FIFTEEN HUNDRED 00/100 Dollars
to the following described property while located as described herein and not elsewhere, to wit:

FARM PROPERTY

On the following property owned by the Insured and occupied by Insured for farm purposes only, situate and being No. 2849 on the North side of No. 22 Road, between 14th. & 16th. Aves., Haney, W. part of N/E. 1/4 Sec. 21, Twp. 12, Mun. of Maple Ridge, B.C.

Loss, if any, on buildings only payable to -- (Isolated) subject nevertheless, to all the terms and conditions of this policy.

DESCRIPTION OF PROPERTY INSURED	Dimensions of Buildings	Height	Built of	Roofed with	Amount insured by this Policy
Item No. 1. On the Dwelling House and its additions communicating and in contact therewith. No. 1 on diagram and	x	1 1/2	sty. frame,	shingles	1000 00
2. On Household Contents as per clause hereunder.		...	...	...	500 00
3. On the building occupied as barn No.....on diagram and	x				Nil.
4. On Farm Produce only while contained therein.					Nil.
5. On the building occupied as barn No.....on diagram and	x				Nil.
6. On Farm Produce only while contained therein.					Nil.
7. On the building occupied as a granary No.....on diagram and	x				Nil.
8. On Farm Produce only while contained therein.					Nil.
9. On the building occupied as a.....No.....on diagram and	x				Nil.
10. On Farm Produce only while contained therein.					Nil.
11. On the building occupied as a.....No.....on diagram.	x				Nil.
12. On					Nil.

Subject to Restrictive Clause attached.

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

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

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

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

The livestock is insured against lightning anywhere.

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

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

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

Lightning and Electrical Current Clause:—See Statutory Conditions.

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

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

Attached to and forming part of Policy No. 205792 of The North West Fire Insurance Co.

Dated 6th. January

194 8 ANAKA INSURANCE AGENCY
田中保險代理社



No. 7 (Sept., 1937)
5M-1-41

For [Signature] Agent.

DESCRIPTION OF PROPERTY INSURED	AMOUNT OF INSURANCE	PREMIUM	RATE	REMARKS
1. On the building occupied by the Insured as a residence	1000 00			
2. On the building occupied by the Insured as a residence	200 00			
3. On the building occupied by the Insured as a residence	200 00			
4. On the building occupied by the Insured as a residence	200 00			
5. On the building occupied by the Insured as a residence	200 00			
6. On the building occupied by the Insured as a residence	200 00			
7. On the building occupied by the Insured as a residence	200 00			
8. On the building occupied by the Insured as a residence	200 00			
9. On the building occupied by the Insured as a residence	200 00			
10. On the building occupied by the Insured as a residence	200 00			
11. On the building occupied by the Insured as a residence	200 00			
12. On the building occupied by the Insured as a residence	200 00			
13. On the building occupied by the Insured as a residence	200 00			
14. On the building occupied by the Insured as a residence	200 00			
15. On the building occupied by the Insured as a residence	200 00			
16. On the building occupied by the Insured as a residence	200 00			
17. On the building occupied by the Insured as a residence	200 00			
18. On the building occupied by the Insured as a residence	200 00			
19. On the building occupied by the Insured as a residence	200 00			
20. On the building occupied by the Insured as a residence	200 00			
21. On the building occupied by the Insured as a residence	200 00			
22. On the building occupied by the Insured as a residence	200 00			
23. On the building occupied by the Insured as a residence	200 00			
24. On the building occupied by the Insured as a residence	200 00			
25. On the building occupied by the Insured as a residence	200 00			
26. On the building occupied by the Insured as a residence	200 00			
27. On the building occupied by the Insured as a residence	200 00			
28. On the building occupied by the Insured as a residence	200 00			
29. On the building occupied by the Insured as a residence	200 00			
30. On the building occupied by the Insured as a residence	200 00			
31. On the building occupied by the Insured as a residence	200 00			
32. On the building occupied by the Insured as a residence	200 00			
33. On the building occupied by the Insured as a residence	200 00			
34. On the building occupied by the Insured as a residence	200 00			
35. On the building occupied by the Insured as a residence	200 00			
36. On the building occupied by the Insured as a residence	200 00			
37. On the building occupied by the Insured as a residence	200 00			
38. On the building occupied by the Insured as a residence	200 00			
39. On the building occupied by the Insured as a residence	200 00			
40. On the building occupied by the Insured as a residence	200 00			
41. On the building occupied by the Insured as a residence	200 00			
42. On the building occupied by the Insured as a residence	200 00			
43. On the building occupied by the Insured as a residence	200 00			
44. On the building occupied by the Insured as a residence	200 00			
45. On the building occupied by the Insured as a residence	200 00			
46. On the building occupied by the Insured as a residence	200 00			
47. On the building occupied by the Insured as a residence	200 00			
48. On the building occupied by the Insured as a residence	200 00			
49. On the building occupied by the Insured as a residence	200 00			
50. On the building occupied by the Insured as a residence	200 00			

TANAKA INSURANCE AGENCY

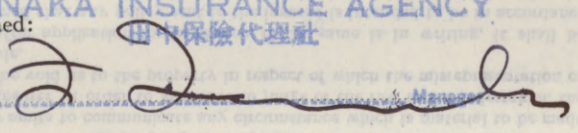
THE NORTH WEST FIRE INSURANCE COMPANY

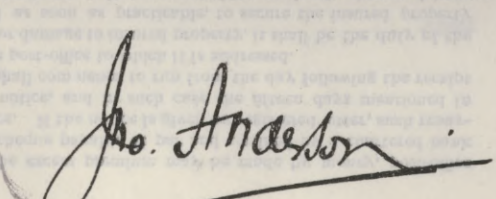
This replaces Canceled Policy No. _____ New Expired

PLAN REFERENCE: Sheet No. _____ Block No. _____ Risk _____

PROVIDED THAT if the Insured shall pay or cause to be paid to the Insurer the said premium, then the Insurer will pay or make good to the Insured all such direct loss or damage which the Insured shall suffer by Fire on the property hereinbefore mentioned, not exceeding in respect of the several matters above mentioned the sums hereby insured thereon respectively, **AND PROVIDED FURTHER** that this policy is subject to the conditions and stipulations endorsed hereon or annexed hereto, which conditions and stipulations are hereby declared and agreed as constituting the basis of this Insurance.

IN WITNESS WHEREOF, the undersigned being fully authorized hereunto has subscribed his name to these presents, to be valid only when countersigned by a duly authorized Agent of the Insurer.

TANAKA INSURANCE AGENCY
Countersigned: 

THE NORTH WEST FIRE INSURANCE COMPANY

Branch Manager at Vancouver.

At Vancouver, B.C.

Date 13th January 1942

STATUTORY CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the pro rata premium for the expired time:
(b) If on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

letter addressed to him at the post-office no address is notified and the address is not known, addressed to him at the post-office of the agency, if any, from which the application was received.
Subrogation 24. The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

ASSIGNMENT FORM AND CONSENT THERETO

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

**Insert, as the case may be:*

“The Purchaser of the Property”
“The Mortgagee of the Property”
“As Collateral Security”

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

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

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

Signed, Sealed and Delivered in presence of

S

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

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

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

**Insert, as the case may be:*

“The Purchaser of the Property”
“The Mortgagee of the Property”
“As Collateral Security”

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

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

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

Signed, Sealed and Delivered in presence of

S

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

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

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

**Insert, as the case may be:*

“The Purchaser of the Property”
“The Mortgagee of the Property”
“As Collateral Security”

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

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

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

Signed, Sealed and Delivered in presence of

S

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

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

CANCELLATION RECEIPT

19

Received from THE NORTH WEST FIRE INSURANCE COMPANY,

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

WITNESS INSURED.

WITNESS Mortgagee.

How Cancelled

FIRE POLICY
Nº 205792
INSURED MR. MASATO NAKAMURA,
PROPERTY DWELLING & FURNITURE,
AMOUNT \$1,500.00 PREMIUM \$27.00
EXPIRATION 6th. JANUARY, 1945

THE NORTH WEST FIRE INSURANCE COMPANY

GUARANTEED BY Union Assurance Society Limited of London, England

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

TANAKA INSURANCE AGENCY
田中保険代理社
GENERAL INSURANCE
PHONE HIGHLAND 2571
415 POWELL STREET VANCOUVER, B.C.

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

FORM OF REMOVAL

Permission is hereby granted to remove the property insured under

items of this policy to the and roofed with and situate

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

Insurance map references: Sheet Block No. and for not exceeding five days from date hereof, this insurance, under the respective items affected, shall attach in both locations in proportion as the value of the property covered by such items affected in each location bears to the value in both locations, and after such five days in new location only, and not as heretofore.

Dated 19 New Rate % Extra Prem. \$ Return Prem. \$ Agent.

Return 8.25
Endt.#820

ENDORSEMENT

Company **The North West Fire Insurance Co.** Policy No. **205792** Agency **Vancouver, B.C.**
 Name of Insured **MASATO NAKAMURA** B.C.U.A. Map Reference: Sheet - Block - No. -
 Date of Policy **6/1/42** Term **36 mos.** Co-insurance carried -
 Insurance on items affected: { Item \$ **1500.** Nature of Property **Schedule**
 { Item \$ **3150.** Nature of Property **Schedule as undernoted.**

Effective Date	Old Rate	New Rate	Additional Premium	Return Premium
3rd. September '42	1.80%	1.80% 2.50%	\$29.50	-

In consideration of an Additional Premium of \$29.50, the Amount of this Policy is HEREBY INCREASED from Fifteen Hundred dollars (\$1,500.00) to THIRTY-ONE HUNDRED & FIFTY DOLLARS (\$3,150.00) to cover as follows:-

FARM PROPERTY

On the following property owned by the Insured and occupied by **Tenant** for farm purposes only, situate **and being No.2849 on the North side of No.22 Road, between 14th. & 16th. Aves., Haney, W. part of N/E. 1/4 Sec. 21, Twp. 12, Mun. of Maple Ridge, B.C.**
 Loss, if any, on buildings only payable to -- **(Isolated)**
 subject nevertheless, to all the terms and conditions of this policy.

DESCRIPTION OF PROPERTY INSURED	Dimensions of Buildings	Height	Built of	Roofed with	Amount insured by this Policy
Item No. 1. On the Dwelling House and its additions communicating and in contact therewith. No. 1 on diagram and	x	1 1/2 sty.	frame,	shingles	\$1000.00
2. On Household Contents as per clause hereunder (including Incubator, Tools & Poultry Equip. stored therein)	...	...	...	...	1000.00
3. On the building occupied as barn No. 2 on diagram and	x		frame,	shingles	150.00
4. On Farm Produce only while contained therein.					Nil.
5. On the building occupied as barn No. on diagram and	x				Nil.
6. On Farm Produce only while contained therein.					Nil.
7. On the building occupied as a granary No. on diagram and	x				Nil.
8. On Farm Produce only while contained therein.					Nil.
9. On the building occupied as a Chicken House, No. 3 on diagram and	x	double-decked	frame,	shingles	1000.00
10. On Farm Produce only while contained therein.					Nil.
11. On the building occupied as a No. on diagram.	x				Nil.
12. On Item No.1 subject to Restrictive Clause attached to Policy.					Nil.

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

- 13. On vehicles, farm implements (excluding threshing machines and motor vehicles), tools, utensils, harness and robes. (Not more than one mower and one reaper or binder covered under this item, and those covered are the newest and best on the farm.) Nil.
- 14. On livestock, not more than two-thirds of the cash value recoverable on any one animal, unless specifically insured. Nil.

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

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

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

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

\$3150 00

Lightning and Electrical Current Clause:—See Statutory Conditions.

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

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

Attached to and forming part of Policy No. **205792** of **The North West Fire Insurance Co. Ltd.**

Dated **3rd. September,** 194 **2** **McGREGOR, JOHNSTON & THOMAS LTD.**



No. 7 (Sept., 1937)
5M-11-41

M. W. Thomas Vice-Pres. Agent.

DETAILS OF TAXATION

IMPROVED LAND WILD LAND
 General Rate . 16 Mills General Rate . 30 Mills
 School Rate . 15.6 Mills School Rate . 15.6 Mills

TAXES ON 50 PER CENT OF IMPROVEMENTS FOR SCHOOLS
 TAXES ON 20 PER CENT OF IMPROVEMENTS FOR GENERAL PURPOSES

CORPORATION OF THE DISTRICT OF MAPLE RIDGE
ORIGINAL TAX RECEIPT, 1942

No.

C.B. Folio

T. R. Folio

1. Add 6 per cent interest on all Arrears and Delinquent Taxes from January 1st, 1942, to date of payment.
2. Add 10 per cent on 1942 taxes which are not paid by August 31st, 1942.
3. Notice Column "B". Taxes in Arrears. This property will be sold for Taxes on September 30th in the year following this notice, unless the taxes now in arrears are sooner paid.
4. Notice Column "A". Delinquent Taxes. This property will be sold for Taxes on September 30th in this year, unless the delinquent taxes are sooner paid.

Fifty Cents is the Minimum for Municipal Taxes

Masato Nakamura + Hidekazu Nakamura,
Haney, B.C.
Joint Tenants

Roll No.	Description of Land—Twp. 17			Assessed Value of Improvements	Assessed Value of Land	SUMMARY OF 1942 TAXES						T'l 1942 Levy if Paid by Aug. 31, 1942	Column "B" Arrears 1941	Column "A" Delinquent 1940 & Prior	Summary of Details of Payment		
	Subdivision	Quarter	Sec. Lot			General	School	Wild Land	Sidewalk or Sewer Main tenance	Sewer Tax	Library Tax				Taxes	Amount	Interest
1545	R. 5K1168	Q ¹ 21	100	12.00	24 64	31 98					15	57 31			General	24 64	
															School	31 98	
															Sidewalk		
															Sewers		
															Library	75	
															Penalty		
															1941		
															1940 and Prior		
															Interest		
															Total	57 31	

EXHIBIT TO 791-5
 DATE October 14/48
 FILLED BY [Signature]

H. M. Davenport, C.M.C., and Collector,
 (Postal Address) Haney, B.C.

Aug 30 1942 31 Received from Masato Nakamura the sum of
 Fifty-seven DOLLARS in payment of Taxes as per details shown above.
 H. M. Davenport

This Indenture

Made the **Fifteenth** day of **December** in the year of our Lord one thousand nine hundred and **Forty-one**.

In Pursuance of the "Short Form of Deeds Act"
Between

YUTAKA NAKAMURA

of the town of Haney, in the province of British Columbia. Farmer.

Insert full Name, Street Address and Occupation of Grantor and of Grantee.

(hereinafter called the "Grantor")

AND

MASATO NAKAMURA

of the town of Haney, in the province aforesaid. Farmers.

and

SHIDEKAZU NAKAMURA

"Joint Tenants"

(hereinafter called the "Grantee")

EXHIBIT No. 791-6

DATE October 14th 1948

FILLED BY J. Y. K. K. K.

WITNESSETH, that, in consideration of **ONE DOLLAR (\$1.00)**-----

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor **DOETH GRANT** unto the said Grantee, his heirs and assigns **FOREVER**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge, more particularly known and described as Part Eighteen Decimal Seventy-three (18.73) acres more or less of Section Twenty-one (21), Township Twelve (12) as shown outlined in Red color on Sketch deposited No. Seven Thousand One Hundred and Sixty-eight (7168) in the District of New Westminster.

TOGETHER with all buildings, fixtures, commons, ways, profit, privileges, rights, easements, and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, rights, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

THE said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances.

AND the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

AND the said GRANTOR RELEASES to the said Grantee ALL HIS CLAIMS upon the said lands.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them, (where the context or the parties so require).

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

SIGNED, SEALED AND DELIVERED

In The Presence of

Signature
of Witness

Albert Manges

Street Address

City or Town

Harvey BC

Occupation of Witness

Notary Public

y. Nakamura

FOR ATTORNEY

I HEREBY CERTIFY that, on the _____ day of _____ 19____, at _____ in the Province of British Columbia (whose identity _____, who is) has been proved by the evidence on oath of _____ 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 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 _____

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.

Dated _____ December 15 _____ 19 41

YUTAKA NAKAMURA

TO

MASATO NAKAMURA

and

HIDEKAZU NAKAMURA
"Joint Tenants"

Deed of Gift

FOR MAKER (Including Married Woman)

I HEREBY CERTIFY that, on the 15th day of December 1941, at _____, in the Province of British Columbia, ~~(whose identity has been proved by the evidence on oath of _____, who is)~~ Haney Yutaka Nakamura, who is) personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name he has subscribed thereto as part of _____, that he knows the contents thereof, and that he executed the same voluntarily, and he is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Haney in the Province of British Columbia, this 15th day of December in the year of our Lord one thousand nine hundred and Forty-one.

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.

AFFIDAVIT OF WITNESS

Province of British Columbia }
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.

This Indenture

Made the Fourteenth day of January in the year of our Lord one thousand nine hundred and thirty-one

In Pursuance of the Real Property Conveyance Act

IT No. 791-7
DATE October 14/46
FILED BY A. J. Virtue

Between

BENJAMIN MILLER, 525 Lillooet Street, Vancouver,

British Columbia,

Hereinafter called the Grantor

AND

YUTAKA NAKAMURA, Fort Haney, British Columbia,

Rancher,

Hereinafter called the Grantee

Witnesseth, that, in consideration of Eleven hundred (\$1100.00)

Dollars of lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged), he the said Grantor Doth Grant unto the said Grantee, his heirs and assigns FOREVER:

All and Singular that certain parcel or tract of land and premises situate, lying and being in the North East and South East Quarter of Section 21, Township 12, New Westminster District, Province of British Columbia, and being contained within the following described boundaries, that is to say:
COMMENCING at a post at the South West Corner of a 5.0 acre portion, according to Sketch 6408, of the North East Quarter of Section 21, Township 12;
thence N.89°47' E. (Ast) and following the Southerly boundary of said 5.0 acre portion, 5.344 chains, more or less, to a post set for the South East Corner of said 5.0 acre portion;
thence S.1°03' 30" E. (Ast) and following the Westerly boundary of a 23.97 acre portion, according to sketch 4863, of the North East and South East Quarter Section 21, aforesaid, 35.271 chains, more or less, to a post set for the South West Corner of said 23.97 acre portion;
thence West Astronomic and following the Southerly boundary

of a 47.80 acre portion of the North East Quarter and South East Quarter Section 21, aforesaid, 5.360 chains, to a post set on the Westerly boundary of the South East Quarter Section 21;

thence N.0°30' W. (Ast) and following the said Westerly boundary, 6.25 chains, more or less, to a post set for the North West Corner of said South East Quarter Section 21;

thence N.1°09' W. (Ast) and following the Westerly boundary of the North East Quarter of Section 21, 28.824 chains, more or less to the point of commencement, and containing by admeasurement 18.73 acres, be the same more or less, as more particularly shown on the plan hereunto annexed and thereon outlined with red colour.

Together with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest, property, claim and demand of the said Grantor in, to, or upon the said premises.

To have and to hold unto the said Grantee **his** heirs and assigns, to and for **his and their** sole and only use forever; **Subject nevertheless** to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

The said Grantor Covenant with the said Grantee that **he** has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and the said Grantee shall have quiet possession of the said lands, free from all encumbrances.

And the said Grantor Covenant with the said Grantee that **he** will execute such further assurances of the said lands as may be requisite.

And the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

And the said Grantor Release to the said Grantee All his Claims upon the said lands.

In Witness Whereof the said parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered

IN THE PRESENCE OF

R. Pallock
132 Hastings W
Vancouver B.C.
Broker

Benjamin Miller

AFFIDAVIT OF WITNESS

TO WIT:

I, Robert Pallock, of the City of Vancouver, in the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by Benjamin Miller the party thereto, for the purposes named therein.
2. The said instrument was executed at Vancouver, B.C.
3. I know the said party, and that he is of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Vancouver

in the Province of British Columbia, this 23rd day of January, 1931

R. Pallock

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

FOR ATTORNEY

I **Hereby Certify** that, on the _____ day of _____, 192____, at _____, in the _____ (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 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 hereto set my Hand and Seal of Office at _____, this _____ day of _____, in the year of our Lord one thousand nine hundred and _____

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

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

INSURANCE AND FINANCIAL SERVICE
132 HASTINGS STREET WEST
VANCOUVER, B. C.



Deed of Land

YUTAKA HAKAMURA

—70—

BENJAMIN MILLER

Dated 14th January 1921

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

I **Hereby Certify** that, on the _____ day of _____, 19____, at _____ (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 hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at _____ in the Province of _____ British Columbia, this _____ day of _____ one thousand nine hundred and _____

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

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

FOR MAKER OF DEED

I **Hereby Certify** that on the _____ day of _____, 19____ at _____, in the _____ of _____ [whose identity has been proved by the evidence on oath of _____, who is] personally known to me, appeared before me and acknowledged to me that _____ the person _____ mentioned in the annexed instrument as the maker thereof, and whose name _____ subscribed thereto as part _____, that _____ knows the contents thereof, and that _____ executed the same voluntarily, and is of the full age of twenty-one years.

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

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

Farm Appraisal Report

File No. J.L. 322

Land Description Part 18.73 acs. of Sec. 21, T. 12, Plan 7168

Containing 18.73 Acres

Owner's Name Masato & Hidekazu Nakamura Post Office Address HANEY, B.C.

Nearest Rail Point HANEY, B.C. Distance 2 miles

Market Town New Westminster Distance 24 "

Church (give denomination) All Denominations - Haney, B.C. Distance 2 "

Nearest School Haney, B.C. Distance 2 "

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.

Direct access to No. 22 Road - gravel - fair condition.

Is this district a good one? Yes - Co-operative marketing.

Employment opportunity Limited in this locality.

Predominating Nationality and religion: Mixed - Japanese predominating.

Describe Fencing and its condition: No fences Value \$

Water supply: Domestic water from well. Value \$

BUILDINGS ON FARM

6928-13467

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 34	Frame	1 1/2 st.	Shgl.	15	Wood posts	Fair	\$ 900.00
Poultry house	20 x 64	"	2 "	Shake	1	" "	Good	600.00
" "	24 x 75	"	2 "	Shgl.	5	" "	Fair	450.00
BARN	x							
Shed	30 x 30	Poles & shake	1 "	Shake	20	" "	Poor	20.00
BARN	x							
Brooder	10 x 16	Frame	1 "					15.00
Brooder	x							
Brooder	10 x 15	"	1 "					15.00
"	10 x 12	"	1 "					10.00
	x							
	x							

Total present day value \$ 2010.00

Total Value Buildings add to farm \$ 1500.00

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

Describe the basement and chimneys: No basement; open cellar - brick chimney to ground.

No. rooms downstairs? 5 Upstairs? 3 How finished Wood lined

Are buildings painted? No Condition of paint -

Distance from nearest bush Over 100 yards

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
8.53	Undulating	Sandy loam 10" to 18"	Gravel	Mixed small fruits	\$70	\$ 597.10
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
9	Undulating	Clay loam 10 to 18"	Clay	Clearing, stumping levelling and drainage.	\$175 to \$250	\$10 90.00
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	
1.20	Gully and Swale		-		-	

Total value of Land \$ 687.10

Total added by buildings to value of farm \$ 1500.00

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

Total value of farm \$ 2187.10

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

Farm in good state of cultivation; occupied at present by father of Japanese owner.

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

Mixed fruits and poultry.

Noxious weeds:

None of consequence

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

1942 tax \$57.37 - District of Maple Ridge.

Date: June 20th, 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 17th day of June 1942.

Inspector's Signature

"H.L. SINCLAIR"

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

Farm Appraisal Report

Remarks: This is a fair property as far as soil conditions pertain, but a very expensive property to operate due to the topographical feature.

The larger portion of cleared acreage is in hay and sod pasture, whilst the acreage in berry crop is comprised chiefly of one year old plants, therefore up to time of appraisal the Japanese owner had been unable to lease. Father of ^{owner} course is in residence on property.

Buildings are in fair condition, and dwelling is supplied with electric power.

(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.)

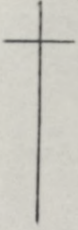
Present Value

Strawberries	-	3.35 acres - fair condition	\$	
Raspberries	-	.56 " " "	\$	
Potatoes	-	.14 " " "	\$	
Peas	-	.17 " " "	\$	
Grass & Sod	-	4.31 "	\$	
Gully	-	1.20	\$	
Bush	-	9	\$	
		18.73	\$	

Total \$ _____

Amount fruit trees add to value of farm \$ _____

Diagram of Property

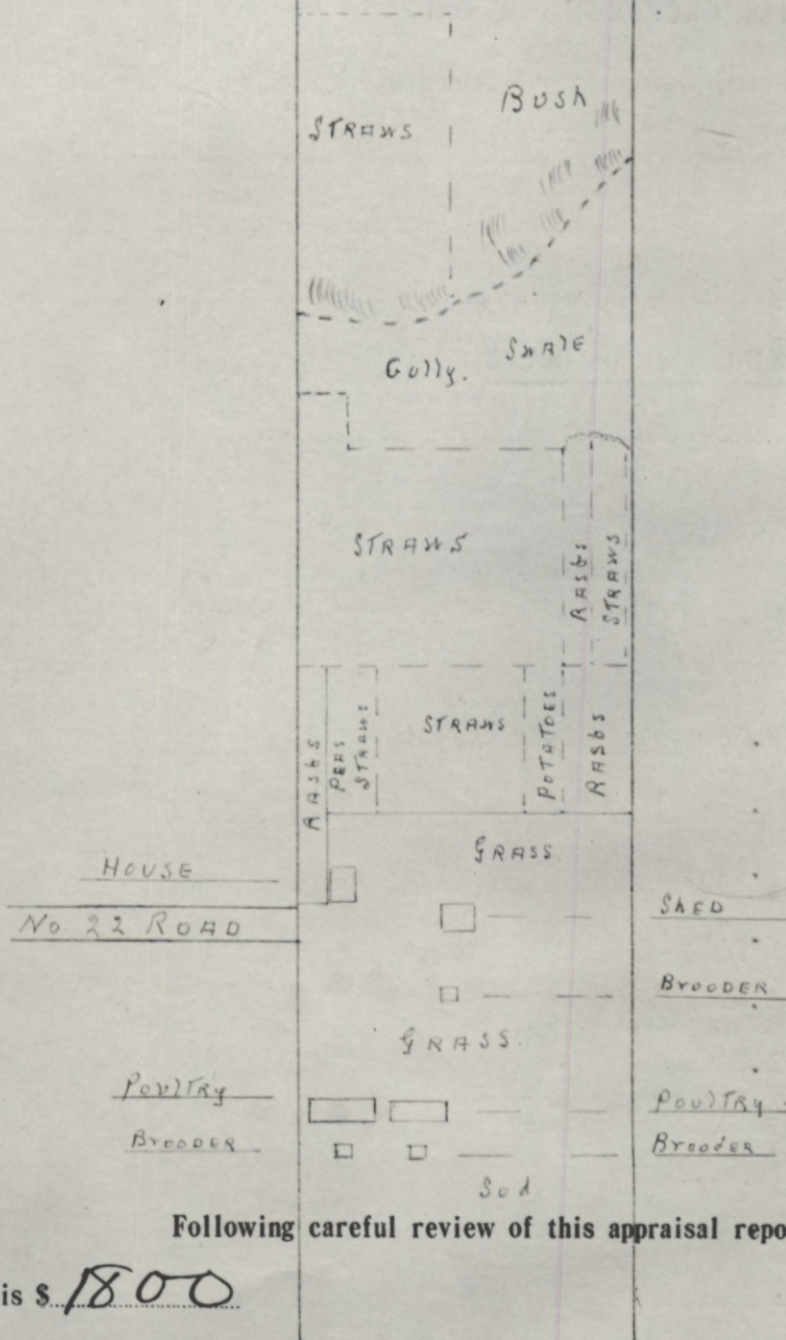


SCALE 200' = 1-INCH

BUSH

PT. 18.73 ACS of Sect. 21-TP. 12 - MAP 7168

MASTO & H. NAKAMURA JOINT TENANTS



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

value is \$ 1800

Date 22nd June 1942

District Superintendent.

REAL PROPERTY SUMMARY

EXHIBIT 791-9

JAPANESE NAMES: Masato NAKAMURA reg. No. 13764 File No. 6928. DATE Oct. 14/48
Hidekazu NAKAMURA " " 16645 " " 13467. FILED BY G.E.A. Rice

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act.
BC/102-P. First Offer.

PROPERTY ADDRESS: 2849 - 22nd road, Haney, B. C.

LEGAL DESCRIPTION: Part 18.73 acres more or less of Section 21, Township 12 as shown
outlined red on Sketch No. 7168, Municipality of Maple Ridge, D.N.W.

TITLE: registered in the names of Masato NAKAMURA and Hidekazu NAKAMURA.

ENCUMBRANCES: None registered. No indication of any unregistered charges.
Vesting Order filed No. 25305, dated January 15th, 1943.

ASSESSED VALUE: Land - \$1200.00
Improvements - \$1700.00 - \$2900.00 Taxes - \$57.37.

CLASSIFICATION: This appears to be a Chicken Farm with a small portion devoted to
fruit, with Dwelling and out-buildings.
Masato NAKAMURA claims on his JP Form that this property has an
area of 18.73 acres, which agrees with Maple Ridge Assessment roll.
One 1½ Storey 6 room dwelling, 1 woodshed, 1 barn, 1 bath house,
1 garage, 3 brooder houses, 1 chicken house with 14 compartments.

HISTORY OF ADMINISTRATION: As evacuation did not take place Until 13th October, 1942, this
place was not leased until 20th February, 1943, when it was leased
by the Custodian to Mrs. Jakob Loewen for the term of 10 months
from 28th February, 1943 to 31st December, 1943. Consideration
being \$175.00 - \$75.00 on 1st August, 1943 and \$100.00 on 1st
November, 1943. No Taxes.
Buildings included. Space reserved for storing chattels.

SOLD: To The Director, The Veterans' Land Act for \$2,147.00 as at 1st
January, 1943.
Approval of Advisory Committee - 1st June, 1943.

Funds released to the credit of Masato NAKAMURA and Hidekazu NAKAMURA,
Joint Account, as at May 8th, 1944, against which were charges for
registration fees - \$3.00, Legal Fees - \$15.00, leaving a net credit
of \$2,129.00 from said transaction.

Adjustments as at January 1st, 1943, to the amount of \$25.83,
covering unexpired Fire Insurance Premiums were placed to
Masato NAKAMURA and Hidekazu NAKAMURA's Joint Account.

The following Fire Insurance Policy -

The North West Fire Insurance Co., Policy No. 205792 - \$2,150.00
covering \$1,000.00 on Dwelling, \$150.00 on Barn, \$1,000.00 on Double-deck
chicken house was transferred to The Director, The Veterans' Land Act.

Rents for 1943 appear to have been paid direct to The Director, the Veterans'
Land Act.

Certificate of Title No. 169516-E in the name of The Director, The Veterans'
Land Act.

The above summary is certified to be in accordance with information
on file. March 9th, 1946.

DAC:JS

"D.A. Cramer"

I hereby certify the foregoing words to be a true copy of the original whereof they purport to
be a copy. Dec. 7/46 *[Signature]*

File No. 6928
13467

14th June, 1948.

SUMMARY RELATIVE TO CLAIM OF
Masato NAKAMURA - Regn. No. 13764 &
Hidekazu NAKAMURA - Regn. No. 16645REAL PROPERTY: Municipality of Maple Ridge, Part 18.73 acres more or less of Section 21,
Tp. 12, as shown outlined red on Sketch 7168, D.N.W.

	<u>Assessed Value</u>	<u>S.S.Bd. Appraisal</u>	<u>V.L.A. Purchase</u>	<u>Claimant's Valuation</u>	
Land	\$1200.00	\$ 687.10		\$4350.00	18.73 acres
Improvements	<u>1700.00</u>	<u>1500.00</u>		<u>2650.00</u>	
	\$2900.00	\$2187.10	\$2147.00	\$7000.00	

Land valued by claimant at \$232.00 per acre.

Fire insurance for \$3150.00 was carried with North West Fire Insurance Co.,
expiring 6th January, 1945, covering the following:-

Dwelling	\$1000.00	
Barn	150.00	
Chicken house	1000.00	
Household effects	1000.00	- owned by father of claimants.

Insurance covering buildings was transferred to the Director, Veterans'
Land Act as at 1st January, 1943, and the \$1000.00 on effects was cancelled.

"MLB"

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

Dec. 7/48

May



File 6928
NAKAMURA, M & H

13764

2849-22nd. Road,
Haney, B.C.

Taken March 7/43 by J.M.

File 6928

"CHICKEN HOUSES"

NAKAMURA, M & H

13764

2849-22nd. Road,
Haney, B.C.

Taken March 7/43 by J.M.

NAKAMURA, Masato, File #6928

Reg. No. 13764

NAKAMURA, Hidekazu, File #13467

2849-22nd Road, Haney, B. C.

Picture taken March 7, 1943.

EXHIBIT NO 791-10
DATE October 14/48
FILED BY Grace

Chicken House

THIS INDENTURE made the 29th day of August, A.D. 1942,
pursuant to the "SHORT FORM OF LEASES ACT",

BETWEEN:

MASATO & HIDEKAZU NAKAMURA,
Farmers, both of Haney, B. C.
JOINT TENANTS, hereinafter
called "the Lessors" of the
First Part

OF THE FIRST PART

AND:

HARRY GEE, Farmer, of 446 Keefer
Street, Vancouver, B.C., herein-
after called "the Lessee" of the
Second Part

OF THE SECOND PART

WHEREAS the Lessors are Japanese and their property is now
being administered through the Custodian, 506 Royal Bank Building,
Vancouver, B. C., under File No. _____:

AND WHEREAS the Lessee has agreed to rent the farm owned by
the Lessors from the 1st day of September, A.D., 1942, to the 1st day of
November, A.D., 1943, with the right of renewal subject to the approval
of the Government of the Dominion of Canada:

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. The Lessors doth demise unto the Lessee ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge, and more particularly described as Part Eighteen decimal Seventy-three (18.73) Acres of Section Twenty-one (21), Township Twelve (12), as shown outlined in red on Sketch No. 7168, from the 1st day of September, A.D. 1942, to the 1st day of November, A.D. 1943, with the right of renewal subject to the approval of the Government of the Dominion of Canada, YIELDING THEREFOR during the said term a rent equal to the taxes and the cost of insurance of the buildings:
2. That the Lessee covenants with the Lessors
 - (a) To pay rent and to insure in the name of the Custodian;
 - (b) And to repair:
 - (c) And to keep up the fences:
 - (d) And the Custodian may enter and view state of repair:
 - (e) And that the Lessee will repair according to notice;
 - (f) And will not assign without leave of the Custodian;
 - (g) And will not sublet;
 - (h) And that he will leave the premises in good repair;
 - (i) Proviso for re-entry by the Lessors or the Custodian on non-payment of rent or non-performance of covenants;
 - (j) The Lessors covenant with the Lessee for quiet enjoyment subject to the approval of the Custodian.
3. It is further agreed by and between the parties hereto that the Lessee shall have the use of the farming tools according to the inventory attached hereto, and that he will store the household effects left in the residence in one room, and look after the same to the best of his ability.
4. The Lessee covenants to cultivate the said farm in a good and husbandlike manner and that he will sow and plant the said farm with such crops as he shall see fit.

Cancelled

5. Should the Lessors return and demand possession of the said farm at a time when the annual crops have not been harvested, the Lessee shall be entitled to possession of the said farm until the said crops have been removed; any dispute in connection with this clause shall be settled by the Custodian who shall be the final authority.

6. This agreement shall be binding upon not only the parties hereto but their and each of their heirs, executors, administrators, successors and assigns.

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

SIGNED, SEALED AND DELIVERED	)	"M. Nakamura"	(SEAL)
)		
in the presence of	)	"Harry Gee"	(SEAL)
)		
	)	"H. Nakamura"	(SEAL)
)		
<u>"Loiue Shong" (?)</u>)		
)		
)		

INVENTORY

- | | |
|------------------|-----------------------------------|
| 1 Barn | 2 Forks |
| 5 Chicken-houses | 3 Incubators |
| 1 Living-house | 2 Electric-brooders |
| 1 Woodshed | 2 Brooder-stoves |
| 1 Garage | 2 Water pumps with pipes complete |
| 3 Shovels | 1 Axe |
| 1 Mattock | 3 Stoves |
| 1 Peavie | 2 Tables |
| 4 Hoes | 7 Chairs |
| 2 Wedges | 1 Cross saw |
| 2 Sledge-hammers | 1 Rake |
| 2 Cultivators | 1 Acre Raspberries |
| 1 Harrow | 2 1/4 Acres Strawberries |

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
 Nov. 2/48 *[Signature]* ltb

DATED August 1942.

Between:

MASATO

&

HIDEKAZU NAKAMURA

And:

HARRY GEE

LEASE

A. J. Cowan, Esq.,
Barrister & Solicitor,
553 Granville Street,
Vancouver, B. C.