

Name of Claimant YOSHIOKA, Asao

Case 794

Custodian File 10660

<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
					1789.					2460.00
<u>PERSONAL PROPERTY</u>										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price			
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
515.00	249.05	74.70						74.70		
TOTAL RECOMMENDATION										2534.70

CASE NO. 794.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,

October 14th, 1948.

IN THE MATTER OF THE CLAIM OF

ASAO YOSHIOKA.

PROCEEDINGS AT HEARING.

Original

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

JAPANESE PROPERTY CLAIMS COMMISSION.

B E F O R E

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

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Lethbridge, Alberta,

October 14th, 1948.

IN THE MATTER OF THE CLAIM OF
ASAO YOSHIOKA.

PROCEEDINGS AT HEARING.

20

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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A. Yoshioka,
In Chief.

THE SECRETARY: Case No. 794, Asao Yoshioka.

ASAO YOSHIOKA, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

- Q Before you were evacuated you lived at Port
Hammond, B. C., did you? A: Yes.
- Q Where is Port Hammond? A: In the Fraser
Valley.
- 10 Q In the Fraser Valley? A: Yes.
- Q How far from New Westminster, roughly?
- A Fourteen miles.
- Q About fourteen miles? A: Yes.
- Q Is it a farming centre? A: Yes.
- Q How large a place is Port Hammond, or was it
when you were there, the town itself?
- A The town itself is about...
- Q ...Oh, just by and large? A: Oh, a fair-sized
town.
- 20 Q A fairly good sized town? A: Yes.
- Q And you had fourteen and a half acres of land
there, did you? A: Yes.
- Q You bought it in 1937? A: Yes.
- Q And what did you pay for it? A: \$4000.00.
- Q \$4000.00? A: Yes.
- Q At that time there were no improvements on it?
- A Yes, there was some.
- Q There were some improvements? A: Yes.
- Q All right. Then you put some additional
improvements on it, you cleared four acres of land,
- 30

A. Yoshioka,
In Chief.

and you put some fencing on it, and you put a bunch of fruit trees and asparagus and strawberries and gooseberries?

A Yes.

Q And all of that cost you \$1750.00?

A Yes.

Q And you put in a concrete basement and an electric water system?

A: Yes.

Q And that cost you \$1000.00? A: Yes.

10 Q But the total cost of the whole thing, what you paid for it and the improvements you put on, came to \$6750.00, is that right?

A Yes.

Q But at the time of your evacuation you put in under the fair value, not \$6750.00, but \$4950.00?

A Yes.

Q What have you to say about that valuation of your property? Was it high or fair or low or what? When you put \$4950.00 on it, what do you think about that price?

A: It was a low price.

Q It was a low price?

A: Yes.

Q If you had had time, six months or a year, to get out and sell it, what do you think you could have got for it?

A: I think I would get the first value I put in there.

Q You mean you could have got as high as \$6750.00 for it?

A: Yes.

Q I see. Now, you know that it was sold by the Custodian for \$1789.00?

A: Yes.

A. Yoshioka,
In Chief.

Q What do you think ab out that sale?

A It was a surprise to me.

Q It was what? A: It was a surprise
to me.

Q A surprise to you? A: Yes.

Q Because it was too high or what?

A Too low.

Q Too low? A: Yes.

Q Your property was assessed \$3500.00?

10 A Yes.

Q And sold for \$1789.00? A: Yes.

Q You are making your claim for furniture, \$200.00,
and household chattels, \$250.00, a total of
\$450.00, is that right? AA: Yes.

Q Now, did you leave that stuff behind when you
left? A: Yes.

Q Where did you leave it? A: I left it, some
in the upstairs, some in the main floor.

Q In your own house? A: Yes.

20 Q That is the house you are claiming for?

A Yes.

Q What do you say about those values you have put
on your furniture, \$450.00? A: They were low too.

Q They were low too? A: Yes.

Q You didn't get anything from the Custodian for
your furniture? A: No.

Q Now, this form was prepared by you with the help
of a clerk in my office, was it?

A I think so.

30 Q And will you sign it? A: (Witness complies).

A. Yoshioka,
In Chief.

Q Now, what do you say about the statements in this form altogether, are they true statements?

A Yes.

(SUMMARY MARKED EXHIBIT NO. 1).

Q Would you look at that and tell me if that is the assessment on your property for 1942?

A Yes.

MR. VIRTUE: I will put that in, sir. Improvements \$2200.00, land \$1300.00, total \$3500.00.

10

(TAX RECEIPT MARKED EXHIBIT NO. 2).

MR. VIRTUE: Q: Now, do you know about this policy of insurance, apparently made the 2nd of June, 1942, or from the 2nd day of June, 1942, for \$3000.00?

A: Yes.

Q And that was on your property?

A Yes.

Q \$2500.00 on the dwelling and \$500.00 on the furniture?

A: Yes.

(POLICY MARKED EXHIBIT NO. 3).

20

Q Now, I show you a form of lease dated the 1st of June, 1942, from yourself to a man named Neil Dyson?

A: Yes.

Q Are those your signatures, yours and Dyson's?

A Yes.

Q And in this lease you rented him the large cream coloured house numbered 41 and the outbuildings grouped around it?

A: Yes.

Q You just rented him the house and the outbuildings?

A Yes.

30

Q You didn't rent him the land?

A. Yoshioka,
In Chief.

A No.

Q For \$90.00?
paid.

A: Yes. That was

Q That was paid?

A: Yes.

(LEASE MARKED EXHIBIT NO. 4).

Q Now, I want to ask you about some buildings on
this land. Do you know Mrs. Kazuko Tamura?

A Yes.

10 Q Well, would you take this form, Exhibit 1, in
your hand. Now, did Mrs. Tamura own any of the
buildings which you claim for in this claim?

A No.

Q But she did have a house on your land?

A Yes.

Q And the house that Mrs. Tamura had on your land
you haven't included that in your claim at all?

A No.

Q You regarded that as hers and did not claim for it?

A Yes.

20 Q That is correct?

A: Yes.

Q I see. It seems to have been a fairly common
thing among the Japanese to let somebody else build
a house if they wanted to on your property?

A Yes.

Q That was fairly common?
very common to me, but my dad, sitting over there,
he agreed to it.

A: Yes. It isn't

Q Your dad had agreed to that? A: Yes.

Q And he let her build the house?

30 A Yes.

A. Yoshioka,
In Chief.

Q And so you make no claim for her house at a ll?

A No.

Q That is hers? A: Yes.

Q All right, thank you.

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

I am submitting that the chattels were
sold for their fair market value.

I tender the following documents as exhibits:

10

A farm appraisal report.

(APPRAISAL REPORT MARKED EXHIBIT NO. 5).

MR. RICE: Three summaries respecting the real property.

(SUMMARIES MARKED EXHIBIT NO. 6).

MR. RICE: An assessment notice for 1943.

(NOTICE MARKED EXHIBIT NO. 7).

MR. RICE: An analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 8).

CROSS EXAMINATION BY MR. RICE:

20

Q There were two houses on this property at the time
you purchased it? A: Yes.

Q And then your father built a house?

A Pardon?

Q And then your father built a house on this
place, did he not? A: I didn't quite
get you.

THE SUB-COMMISSIONER: Q: Did your father build a
house?

A: These two houses?

MR. RICE: Q: No. I am asking you if your father

30

built a house on your land? A: Yes, father

A. Yoshioka,
Cross Exam.

built a house.

Q And that insurance policy that you have referred to, Exhibit 3, was that insurance on your father's building or on your building?

A House No. 41, that is the house we lived in.

Q The house that you lived in? A: Yes.

Q And that was one of the houses that you purchased?

A Yes.

Q Your father's name is Kiemon, is it?

10 A Yes, that is my dad.

Q That is your dad? A: Yes.

Q And your mother's name is Kazuko?

A No, that is my sister-in-law.

Q Sister-in-law? A: Yes.

Q Was her name Kazuko Tamura? A: Yes.

Q Is she your sister-in-law or sister?

A She is my sister-in-law. It is my half-brother.

Q Oh, I see, he is your half-brother. That is, Kazuo Tamura is your half-brother? A: Yes.

20 Q Well, all the interest they had in your property was the house that they built on the property?

A Yes. Well, they have a building that goes with it, like a wood shed and that.

Q Was it attached to the house, or part of the house?

A Pretty close around it; just close to the house.

Q Close to the house? A: Yes.

Q But the arrangement was that that was always to be their property, that they could move it away or do as they liked with it? A: Yes.

30 Q And you claim no interest in the same?

A. Yoshioka,
Cross Exam.

A Pardon?

Q And you claim no interest in it?

A No.

Q You have produced a lease, Exhibit 4, where you purport to lease the place to Neil Dyson on the 1st of June. Did you originally make a lease to Joe Yee?

A: That is the land.

Q That is the land?

A: Yes.

Q You leased your land to Joe Yee?

10

A Yes.

Q If this is a copy of the lease filed by my learned friend, it certainly purports to lease the whole property.

MR. VIRTUE: The one that I filed describes the cream coloured house and the outbuildings, that is the one to Dyson.

MR. RICE: Q: You leased House No. 41 to Dyson and you leased the rest of the place to Joe Yee, is that it?

A No. One other house, the gray, is vacant.

20

Q You didn't lease that at all?

A No, we just left it.

Q You just left that?

A: Yes; we hadn't

much time.

Q And the land you leased to? A: The Chinese.

Q To a Chinaman named Joe Yee? A: Yes.

Q \$1225.00 for that year's crop?

A Yes.

Q And you agreed in the lease that all fertilizer bills had been paid by you? A: Yes.

30

Q I see.

A. Yoshioka,
Cross Exam.

MR. VIRTUE: I wonder if my learned friend will put that in as an exhibit in this case, the lease to Joe Yee.

MR. RICE: All I have is a copy.

MR. VIRTUE: We don't dispute it, and I think it would be better to have it go in.

(LEASE MARKED EXHIBIT NO. 9).

MR. RICE: Q: You instructed the Custodian by letter, I believe, to turn over to your brother-in-law, Kazuo Tamura, the value of the house that they owned?

A: Yes.

Q \$490.00?

A: Yes.

Q I believe you told me that Kiemon Yoshioka is your father?

A: Yes.

Q And your father has filed a claim for \$7150.00 against this same land. The only land that you had any interest in was in Lot 2 of Lot "A"?

A Yes.

Q 14.5 acres?

A: Yes.

20 Q Who owned Lot 1?

A: My dad.

Q Well, did you buy your land from your dad?

A No.

Q Did you owe your dad money on account of the purchase of the same?

A: No, I didn't owe any money to dad.

Q Beg pardon?

A: I didn't owe dad any money.

Q You didn't owe any money to your dad?

A No.

30 Q Did you owe any money on account of the purchase

A. Yoshioka,
Cross Exam.

of this land?
do a little.

A: Yes, I did or

Q You do?

A: Yes.

Q How much do you owe?

A: About \$2000.00.

Q About \$2000.00?

A: Yes.

Q And does your dad owe money on account of the purchase of his land?

A: No.

Q His is paid for in full?

A: Yes.

Q My information is that there is a claim of \$7150.00 covering the two lots, that is, Lots 1 and 2. Who would have a claim against Lot 1 if you had or your dad had paid for it?

A: Pardon? I didn't

quite understand that.

Q Well, we will go back a bit. You owned or purchased Lot 2; who did you buy it from?

A My brother.

Q Your brother?

A: Yes.

Q And is that brother's name Kazuo Tamura?

A No, Sunao Yoshioka.

20 Q That is a full brother of yours?

A Yes.

Q And who did your dad buy Lot 1 from?

A He must have bought it from this gentleman that was living at that time at Port Hammond, but after he sold it he moved over to Victoria, I have heard, but what his name was, I couldn't tell you. I think he wouldn't know either, but the man is in Victoria now, I believe.

Q But your father has paid in full for this Lot 1?

30 A Yes.

A. Yoshioka,
Cross Exam.

Q You are sure of that? A: Yes.

Q And you owe your brother, you say, \$2000.00 on account of the purchase price of Lot 2?

A Yes, and the house on this land, I bought the whole of his property; I took over the property.

Q You took over the property? A: Yes.

Q Well, did your brother owe anybody on account of the purchase price of this land before he sold it to you? A: No.

10 Q He owned it outright? There was nothing owing on it?

A I think we have a certificate of encumbrance from the Land Registry office at New Westminster when the deal was made.

Q Well, has your father got a claim against you?

A No.

Q For \$7150.00? A: No.

Q Has your father any claim against you?

A No.

20 Q Is there any other person in the district that you know of by the name of Kiemon Yoshioka, other than your father? A: No.

Q Well, I might say that my information is that a claim has been filed or has been made by Kiemon Yoshioka, who is your father, that is, the father of you and Kazuo Tamura for \$750.00. Now, you say that you owe your father no money, but you owe your brother \$2000.00? A: Yes.

Q Does Kazuo Tamura owe your father any money?

A No.

30 Q I don't know how this is mixed up then.

A. Yoshioka,
Cross Exam.

A Well, that claim there of dad's, he can't write
and I made it.

Q Did you make a claim for your dad?

A He wanted me to write it down so that I wrote it
down for him.

Q For him? A: Yes.

Q And did you claim \$7150.00? A: Yes.

Q Well, will you explain who your father has that
claim for and what it is for, or who he is

10 claiming against, I mean? A: When we left
at the evacuation, we just left the farm to Joe
Yee, this Chinese.

Q Yes? A: And the equipments.

The only thing we have sold is the hop spraying
machine and all the balance of the equipments is
left right on the farm. Everything, the buildings
and the tools and everything was left on the farm.
We didn't have much time.

Q Your father's claim then is? A: For property.

20 Q For chattels?

MR. VIRTUE: It is against the Custodian.

A For property.

MR. RICE: Q: He has no chattels. I think you said
he had a spraying machine? A: We sold it to
the Haas Hop Company.

Q What I am getting at is this: You assisted your
father in filing a claim for \$750.00?

A Yes, \$7150.00.

Q Will you explain who the claim is against and what
it is for?

A: To the Custodian.

A. Yoshioka,
Cross Exam.

Q The claim is against the Custodian?

A Yes.

Q What is it for? A: For the land.

MR. VIRTUE: I might say, your Honour, that the next claim is that of Kiemon Yoshioka. He is coming here and he is going to give evidence; he is going to present his claim himself.

MR. RICE: I am just asking him about it.

10

THE SUB-COMMISSIONER: Of course, there is no harm in asking this witness what information he has about it.

MR. VIRTUE: May be it is relevant, but I can't see that it has any relevancy to his present claim.

THE SUB-COMMISSIONER: Yes.

MR. VIRTUE: I may say that I will keep this witness here while the father's claim is heard, and if anything turns up I can call him.

MR. RICE: I have the particulars of this claim of \$750.00 now, but I think there is just a mix-up.

20

Q Your father is just making a claim for the loss he alleges he suffered over the sale of Lot 1?

A Yes.

Q You had no interest in Lot 1?

A No.

Q And your father has no interest whatever in Lot 2?

A No.

Q But your other brother has a claim against you for \$2000.00?

A: Yes.

Q Your full brother?

A: Yes.

30

Q So far as personal property is concerned, you

A. Yoshioka,
Cross Exam.

are claiming now furniture valued at \$200.00?

A Yes.

Q And you have no itemized statement of the
furniture? A: Yes.

Q You have no knowledge when you purchased the
same or what you paid for it?

A I purchased it in 1937.

Q You purchased all of it in 1937?

A Yes.

10 Q How much did it cost you? A: \$400.00.

Q Exactly \$400.00? A: This was bought,
the whole works was bought off my brother and he
owed me some.

Q The furniture was bought from your brother?

A Yes, the whole works.

Q It was secondhand then, all of it?

A Yes.

Q Well, how long had your brother had it, or do
you know? A: He had it about

20 five years.

Q And the same applies to the household chattels
that you value at \$250.00; did you buy that
from your brother? A: Yes.

Q And was that the price that you paid your brother
for the same, \$250.00? A: Yes.

Q In 1937? A: Yes.

Q And your brother had had those five years, had he?
A Most of them; not more than five years.

Q I observe that you dropped your claim to the
washing machine? A: Yes.

A. Yoshioka,
Cross Exam.

Q That you valued at \$65.00 and which the Custodian sold for, I think, \$95.00.

THE SUB-COMMISSIONER: No objection to that, as he sold it for \$95.00.

MR. RICE: Q: When you filed your original claim you filed it for \$65.00 for the washing machine?

A Yes.

Q So that the Custodian did a good job on that sale?

A Yes. I didn 't know that it was sold for that price until now.

10

Q I think that is all.

MR. VIRTUE: All right, thank you.

I call attention, sir, to the farm appraisal report. "Nearest School: Hammond Public School, 500 yards; Haney High School, by bus three miles." "Roads: Property fronts on 1st Avenue, a paved road, and back is served by River Road, paved." "Is this district a good one? Fair, mostly small fruits." "Water supply: Three dug wells, average 20' deep, one with electric pump." The list of the buildings "total present day value, \$1775.00," and then "Total value buildings add to farm" cut down by \$500.00 to \$1275.00.

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On page 2 the cultivated land is valued at \$60.00 an acre, and the reclamation cost of the uncultivated land is given as \$100.00 to \$150.00 an acre. And then he gives the assessment value as \$3500.00.

On page 3, under the remarks, "There are a lot of bearing fruit trees (apple, plum and cherry)

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A. Yoshioka,
Discussion.

on this holding; all young trees and look in fair shape."

And then he goes on and gives the list of the raspberries, gooseberries, asparagus and strawberries, and he puts no value at all, apparently, on the fruit trees.

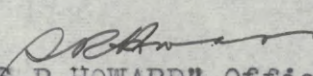
That is all, thank you, sir.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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


"S.R. HOWARD" Official Reporter.

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


SUB-COMMISSIONER.

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10660

ACKNOWLEDGED

NOV 27 1947

J.W.

Case No. 794

NOV 27 1947

Proof of Claim

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

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

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

Leth

1. Name of Claimant in full: Asao Yoshioka

Registration No. 13967

2. Claimant's address at the time of his evacuation from the protected area:

Port Hammond, B. C..

3. Claimant's present address:

P. O. Box 392 Picture Butte, Alta..

4. Claim relating to real property: 1st. Ave., Hammond, B. C..

(a) Street address of real property:

(b) Legal description of property:

Lot 2 of Lot "A" District lot 280 Group 1, Map 4020
District of New Westminster, B. C..

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

Farm

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

Title held at Land Registry Office, New Westminster, B. C..

Title No. 140686E

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

(I) Land— \$ 2500.00

(II) Buildings— \$ 2450.00

2 Homes

2 Wood Shed

1 Garage

1 Chicken House

Warehouse, together combined with Wash House and Bath

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

\$4950.00

5. Claims relating to personal property, etc.

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

House No. 41, 1st Ave., Port Hammond, B. C..

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

2 Storey Wooden frame house on 2nd floor and Hall of main floor and Basement.

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

Mr. Neil Dyson
Hammond, B. C..

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

Furnitures	\$200.00
House hold Chattels	250.00
Washing machine	65.00
Domestic water pump	175.00

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

\$690.00

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

7. An Interpreter will yes be required.

DATED this 11th

November
day of ~~October~~ 11th, A.D. 1947.

T. Gheda

Witness to Signature of Claimant.

A. Yoshioka

Signature of Claimant.

STATUTORY DECLARATION

I, Asao Yoshioka
(Full Name of Claimant)

of P. O. Box 392 Beet worker
(Present Address) (Occupation)
Picture Butte, Alta..

DO SOLEMNLY DECLARE:

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

No payment have not been received.

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

DECLARED at Picture Butte
in the Province of Alberta,
this 13th day of November
A.D. 1947.

Asao Yoshioka

Rose D. Witt
A Commissioner for Oaths in and for
the Province of Alberta.

Virtue & Russell
Barristers & Solicitors
Lethbridge, Alberta.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 158

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Asao YOSHIOKA

EXHIBIT NO

DATE

FILLED BY

794-1

October 14/48

A. Y. Virtue

2. Registration Number: 13967

3. Present Address: P.O. Box 392, Picture Butte, Alta.

4. Address Prior To Evacuation: Port Hammond, B.C.

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)

Lot two (2) of Lot "A" District lot 280 Group 1
Map 4020 in the District of New Westminster, B.C.

- (a) Nearest Post Office adjacent to land. **Hammond B.C.**
- (b) Number of acres: **14.5**
- (c) When purchased: **1937**
- (d) Condition when purchased: Give improvements and values in detail as of date of purchase)

3 acres cleared	
2 houses	1 fruit packing shed
1 garage	1 chicken house
1 warehouse	

(e) Purchase Price\$ **4000.00**

6. IMPROVEMENTS:

(a) Clearing.....	4acres at \$ 150.00 ...per acre	\$	600.00
(b) Fencing	Barb wire	\$	
(d) Drainage)		\$	
(c) Tillage		\$	
(e) Weed Eradication		\$	
(f) Planting	120 fruit trees	\$	150.00
	2 acres asparagus		300.00
(g)	1 1/8 acres strawberries	\$	400.00
	2 acres gooseberries		300.00
(h)		\$	_____
	Total	\$	1750.00
	Carried Forward	\$	1750.00
		\$	5750.00

Brought forward

\$ 5750.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
Hard full concrete basement			\$	\$	\$ 800.00
Electric water system					200.00

Total Cost of Buildings 1000.00 1000.00

Total Cost of Land and All Improvements\$ 6750.00

Fair Market Value Land \$2500.00 Buildings \$2450.00\$ 4950.00

Sold by Custodian for\$ 1789.00

Loss Claimed on Parcel 1\$ 3161.00

8. Assessment for 1942:

Land \$ 1300.00

Improvements \$ 2200.00

Total \$ 3500.00

9. Appraisal or Valuation (by Custodian):

Lands	\$	347.40	
Improvements	\$	<u>1475.00</u>	(including electric pumping system)
Total	\$	<u><u>1822.40</u></u>	

10. Rental Value per Year: \$ 1000.00

11. Fire Insurance on Buildings:

(List amount on each building):

.....dwelling.....	\$	2500.00	with Mercantile Insurance
.....	\$		
.....	\$		
.....	\$		

12. Documents in Support:

- (a) Photographs:
- (b) Deeds
- (c) Agreements to Purchase
- (d) Leases for house only Yoshioka to Dyson
- (e) Insurance Policies # 444644 Mercantile Insurance Co.
- (f) Correspondence
- (g) J.P. form
- (h) Tax Assessment District of Maple Ridge
- (i) Statement of Sale price of Property. Dated May 27, 1944.

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	\$ 3161.00
Parcel 2	\$
Parcel 3	\$
Parcel 4	\$

TOTAL:

\$ 3161.00

PERSONAL PROPERTY:

Item	Year Purchased	Price Paid	Value	Remarks
Furniture			200.00	
Household chattels			<u>250.00</u>	
		TOTAL	\$ 450.00	

(Add additional page if necessary)

(If claim for vessel describe on separate sheet numbered 6A)

PAYMENTS RECEIVED FROM CUSTODIAN ON
PERSONAL PROPERTY

Item: Year: Month: Amount.

Total: \$
 NIL

Total Claim for Personal Property \$ 450.00

Deduct Payments from Custodian \$ NIL

Net Loss on Personal Property \$ 450.00

I Certify the above to be True and Correct.

 [Signature]
Witness

 [Signature]
Signature of Claimant.

MERCANTILE

HEAD OFFICE

TORONTO, CANADA



EXHIBIT No. 794-3
 DATE October 14/48
 FILLED BY W. J. Vitaro

INSURANCE COMPANY

REPLACING POLICY N^o **New**

SUM INSURED	RATE	PREMIUM	TERM	FROM NOON	TO NOON
\$ 3000.00	1.70%	\$ 51.00	3 Years	June 2nd, 19 42	June 2nd, 19 45.

Whereas - ASAO YOSHIOKA -

(hereinafter called the Insured), having paid or agreed to pay to the MERCANTILE INSURANCE COMPANY, (hereinafter called "the Company"), the amount of Premium above stated, the Company, in consideration of the material representations, covenants and warranties of the Insured, and of the said Premium, hereby insures the said Insured against direct loss or damage by fire (the amount of such loss or damage to be estimated according to the actual cash value of the property at the time of the loss or damage) if such loss or damage occurs between the times above stated, to an amount not exceeding the sums set opposite the several items below, and not exceeding in the whole the sum above stated as the sum insured, in respect of the property hereinafter described, namely:

ATTACHED TO AND FORMING PART OF THIS POLICY.

DWELLING BUILDING AND CONTENTS

(This form does not apply to farm property)

1. \$ 2500.00 On the two story frame Building with shingle roof,

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:

The foundations are of concrete continuous under all exterior walls.

The following two conditions exist:

1. The entire basement floor is concrete laid on solid ground.
2. Electric lighting throughout.

Attached to and forming part of Policy No. 444644 of the MERCANTILE INSURANCE COMPANY.



Dated at Vancouver, B. C. this 2nd, day of June 1942.
 No. 66 (April, 1928)
 15M-5-42

Wm. J. Vitaro Agent.

and its additions communicating and in contact therewith, while occupied only as and situate

5. \$ nil On

6. \$ nil On

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

\$ 3000.00

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 amount set opposite each item.

B.C.U.A. map reference: Vol. _____ Sheet N.O.P. Block _____ No. _____

Loss, if any, on ~~buildings only~~, payable to **Insured.**

located at _____ subject, nevertheless, to all the terms and conditions of this policy.

Other Concurrent Insurance Permitted.

Permission granted to make ordinary alterations or repairs, not to exceed fifteen days at any one time, (but it is understood and agreed that extraordinary alterations, repairs or additions are prohibited without notice to and the consent of this Company obtained in writing) and for the storage of not exceeding three private automobiles in the building(s) described, it being understood and agreed by the Insured that not more than one (1) gallon of gasoline except that contained in the reservoirs of the automobiles or as otherwise herein provided will be kept in the building(s).

Lightning and Electrical Current Clause: (See Statutory Conditions).

Attached to and forming part of Policy No. 444644 of MERCANTILE INSURANCE COMPANY.

Dated June 2nd, 1942.



No. 1 (Sept., 1937)
 10M-4-42.

Wm. J. Vitaro Agent.

SECRETARY

Sturtevant

Agent

John M. ...

PRESIDENT

W. H. ...

Not valid unless countersigned by Agent.

IN WITNESS WHEREOF, we the undersigned, being duly authorized, have hereunto set and subscribed our names
Made and issued at Vancouver, B. C. this 2nd day of June 19 42.

(This form does not apply to farm property)

1. \$ 2500.00 On the two story frame Building with single roof

and its additions communicating and in contact therewith, foundations, landlord's permanent fittings and fixtures attached thereto and forming part thereof, including frescoes and plate glass, while occupied only as a Private Dwelling, situate Subdiv. 2, of "A", of D.L. 280 and being on the West side of 1st Avenue, in the Municipality of Maple Ridge, Province of British Columbia.

Storm doors and windows, door and window screens and shutters belonging thereto are also held covered while contained in the above described building or on the premises.
The amount of insurance, if any, under this item shall (if the risk is under fire department protection, but not otherwise) be extended to cover fences and walks immediately surrounding said dwelling.

2. \$ nil On rents or rental value of the building described above, subject to the conditions of the rent clause attached hereto.

3. \$ 500.00 On household furniture, supplies and personal effects (including paintings, sculptures, 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 while contained in the above described building.

This item may, at the option of the Insured, be held to cover the personal effects of guests and servants; loss, if any, to be adjusted with and payable to the Insured named in this policy.
Not exceeding ten per cent. of the amount insured under the household furniture item of this policy may at the option of the Insured, be extended to cover ordinary household contents while contained in out-buildings on the same premises, it being understood that the total liability shall not exceed the amount insured under this item.

4. \$ nil On the story Building with roof

and its additions communicating and in contact therewith, while occupied only as and situate

5. \$ nil On

6. \$ nil On

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 amount set opposite each item.

B.C.A.A. map reference: Vol. Sheet W.O.P. Block No.

loss if any, on the above described property, payable to Insured.

located at subject, nevertheless, to all the terms and conditions of this policy.

Lighting and Electrical Current Classes: (See Statutory Conditions)
Other Contractual Insurance Permitted:
Insureds are permitted to make ordinary alterations or repairs, not to exceed fifteen days at any one time, (but it is understood and agreed that extraordinary alterations, repairs or additions are prohibited without notice to and the consent of the Company, obtained in writing) and for the purpose of not exceeding three private automobiles in the building, as described, as being understood and agreed by the Insured that not more than one (1) gallon of gasoline except that contained in the reservoir of the automobile or as otherwise herein provided will be kept in the building(s).

Insured to use farming part of Form No. 100001 of METROPOLITAN FIRE INSURANCE COMPANY.

Dated June 2nd, 1942.

Agent

No. 1 (Revised 1937)
101-1-12



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 gas works, 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.

(b) 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.

(c) 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 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 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.

NOTE - ENDORSEMENTS HEREON MAY BE APPROVED ONLY BY HEAD OFFICE, BRANCH OFFICE, OR THE AGENT ISSUING THIS POLICY

ENDORSEMENT FORMS

FOR ACTUAL SALE ONLY

FOR VALUE RECEIVED,

hereby transfer, assign, and set over unto

(the purchaser), all

right, title and interest in this

NOTE - ENDORSEMENTS HEREON MAY BE APPROVED ONLY BY HEAD OFFICE, BRANCH OFFICE, OR THE AGENT ISSUING THIS POLICY

ENDORSEMENT FORMS

FOR ACTUAL SALE ONLY

FOR VALUE RECEIVED, hereby transfer, assign, and set over unto (the purchaser), all right, title and interest in this Policy of Insurance, and all benefits and advantage to be derived therefrom.

WITNESS hand and seal this day of 1

Signed, Sealed and Delivered in presence of }
..... Insured.

The **MERCANTILE INSURANCE COMPANY**, hereby consent that the interest of in the within Policy be assigned to subject nevertheless to all the conditions and stipulations therein contained.

Policy No. Agent.
Endorsement Fee \$

COLLATERAL SECURITY

side by side Security

The **MERCANTILE INSURANCE COMPANY**, is hereby requested by the Insured to make loss, if any, under this Policy, payable to of Mortgagee, in so far as buildings only are concerned.

..... Insured.
1

At the request of Insured Loss, if any, under this Policy, is made payable to of Mortgagee, in so far as buildings only are concerned, subject nevertheless to all the conditions and stipulations therein contained.

Policy No. Agent.
Endorsement Fee \$

REMOVAL OF FURNITURE OR STOCK

THIS POLICY shall hereafter cover the within described property only while contained in the building roofed with occupied as situate No. on the side of Street, ceasing to cover as heretofore, subject nevertheless to all the conditions and stipulations therein contained.

..... Agent.
Endorsement Fee \$ *to write one name at the back to show agreement*

POLICY NO. **444644**

NAME ASAO YOSHIOKA
PROPERTY B/c/Dwelling
INSURED

AMOUNT \$ 3000.00 PREMIUM \$ 51.00
EXPIRES June 2nd, 1945. AT 12 O'CLOCK NOON



BRITISH COLUMBIA & ALBERTA BRANCH
VANCOUVER, B. C.

J. E. ROSE
MANAGER

AGENCY:

J. A. McIVER,
Port Hammond, B. C.

N.B.—Please examine your Policy and if you find any error, return it immediately to be rectified, and if you effect or have effected Insurances on same Property with other Offices, you are particularly requested to see that the wording and terms of the Policies coincide, so that in the event of a loss, delay in the settlement may be avoided.

THOMPSON & SONS LTD., TORONTO

RECEIPT FOR CANCELLATION TO BE SIGNED BY THE INSURED

No. of Policy.....

No. of Renewal.....

Amount Insured,.....

Date of Cancellation,.....

DAY	MONTH	YEAR

" " Policy,.....

Time in force,.....
IF ANNUAL, GIVE NO. OF DAYS IN FORCE

Premium Paid.....\$.....

" Earned at.....rate \$.....

" Returned, \$.....
IF PRO RATA, STATE REASON WHY

\$.....19.....

IN CONSIDERATION OF.....Dollars, return Premium,
the receipt of which is hereby acknowledged, this Policy is cancelled and surrendered to
the **MERCANTILE INSURANCE COMPANY** and the Interim, and
Renewal Certificate (if any), for same, acknowledged to be of none effect.

MORTGAGEE, (IF ANY,) MUST INSURED
DISCHARGE INTEREST MORTGAGEE

This Indenture,

Made in duplicate the First day of June in the year of Our Lord one thousand nine hundred and forty -two

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

ASAO YOSHIOKA of the town of Port Hammond in the province of British Columbia, farmer.

Insert full Names, Addresses and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

And

NEIL DYSON of Port Hammond aforesaid, Mill-employee

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, **All and Singular** that certain parcel or tract of land and premises situate, lying and being in the municipality of Maple Ridge in the province of British Columbia, and known and described as The Large cream colored house numbered 41 and the outbuildings grouped around it on the north portion of Lot Two (2) of Parcel "A" of D,L, 280 in Group one(1) in District of New Westminster as shewn on map Number 4020.

EXHIBIT No 794-4
DATE October 14/48
FILED BY A. G. Virtue

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining.

From the **First** day of **June** one thousand nine hundred and forty **-two** for the term of **Nine months** thence ensuing. **Till March 1st 1943**

Yielding during the said term therefor the rent of **Ninety (\$90.00)---** Dollars,

of lawful money of Canada, payable on the following days and times that is to say:

The sum of Eighty (\$80.00) now paid by the Lessee to the Lessor and hereby by the said Lessor acknowledged, and the sum of Ten (\$10.00) dollars is to be paid on the first day of February 1943 and thereafter Ten (\$10.00) per month if the Lessor is not by that time permitted to reoccupy the aforesaid property himself he herein agrees to permit the lessee to continue this lease at the aforesaid rate of Ten dollars per month,

the first payment to be made on the **date hereof --- day of --- as aforesaid**, 194

That the said Lessee covenants with the said Lessor to pay rent; and to pay taxes; and to pay rates for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

And will not assign without leave; and will not sublet without leave.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

Proviso for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

Proviso for re-entry on seizure or forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment.

And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

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

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF
Signature of Witness *Halbert Mayne* } *Aseo Yoshioaka*
Street Address }
City or Town *Harvey B.C.* } *Neil Dupon*
Occupation *Morav Public* }

Date June 1st 1914 2

ASAO YOSHIOKA

—TO—

NEIL DYSON

Statutory Lease

SHORT FORM

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C. Form No. 8

And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankruptcy or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lease that the Lessee shall be bound to repair and rebuild the same part thereof according to the nature and extent of the injuries sustained, and all remedies for the same shall be suspended and shall remain so until the said premises shall at the option of the Lessee have been repaired or made fit for the use of the Lessee.

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

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Witness my hand and seal this 1st day of June 1914.

Signature of Witness
Street Address
City or Town
Occupation

IN THE PRESENCE OF

And that he will not carry on any business that shall consist in or be connected with the carrying on of any business of the same nature as that carried on by the Lessee at the time of the execution of this Lease.

BC-165-7

Farm Appraisal Report

File No. **JL-9**

Land Description **Lot 2, Pol. "A" of Lot 280, Map 4020, N.W.D.**

Containing **14.494** Acres

Owner's Name **YOSHIOKA, A.** Post Office Address **Hammond, B. C.**

Nearest Rail Point **Hammond, B.C.** Distance **1/2 mile**

Market Town **New Westminster, B.C.** Distance **16 miles**

Church (give denomination) **All denominations** Distance **1/2 mile**

Nearest School **Hammond Public School, 500 yards; Haney High School, by bus 3 miles** Distance

State how property was identified: **Two corner posts located and map check.**

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

Property fronts on 1st Avenue, a paved road, and back is served by River Road, paved.

Is this district a good one? **Fair, mostly small fruits.**

Employment opportunity **Fair - Hammond Saw Mills.**

Predominating Nationality and religion: **British Protestant. Japs predominating in immediate area.**

Describe Fencing and its condition: **4 barbed wire fence across front** Value \$ **Nil**

Water supply: **3 dug wells, average 20' deep, one with electric pump** Value \$ **200.00**

BUILDINGS ON FARM

10660

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE #1	24 x 36	Frame	2 sty.	Shgl.	20 yrs.	Cement	Fair	800.00
Addition	12 x 36	"	10'	"	"	"	"	
House #2	20 x 30	"	10'	Shgl.	15 yrs	Cedar Blocks	Fair	300.00
House #3	24 x 40	"	1 1/2 sty	Shgl.	30 "	"	Poor	400.00
Bath House	15 x 30	"	8'	Shgl.	30 "	"	Poor	100.00
BARN	x							
Woodshed	20 x 30	"	10'	Shgl.	15 "	Cedar Poles	Fair	50.00
Hanhouse	12 x 24	"	8'	Shgl.	10 "	Cedar Block	Fair	25.00
Near 3rd Hse. extra Living Quarters	15 x 20	"	10'	Shgl.	5 "	Sills on Rock	Good	100.00
Numerous other outbuildings of little or no value.								
Electric light is installed to all houses.								

Total present day value \$ **1775.00**

Total Value Buildings add to farm **Three houses and two outbuildings** \$ **1275.00**

Is dwelling habitable without repairs? **Yes, #1** If not what is your approximate estimate of cost to make it habitable? **The old house at the south end of property is vacant and boarded up, contains 6 rooms down and 2 up. #1 house is occupied by K. Yoshioka and is his dwelling; built on the son's land.**

Describe the basement and chimneys: **#1 house on cement with basement and chimneys to ground; #2 and #3 houses no basements, and chimneys brick on brackets.**

No. rooms downstairs? **5** Upstairs? **2** How finished **Wood lined**

Are buildings painted? **#1 and #2 yes** Condition of paint **Fair**

Distance from nearest bush **#1 - 200'; #2 and #3 - 80'.**

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
4.05	Level <i>4.05</i>	Lt. gravelly sandy loam 2'	Gravelly	2.16 acs. Small fruit	60.00	243.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
10.44	Gradual slope to west <i>10.44</i>	2" gravelly sandy loam to clay loam	gravelly clay	Bush	100.00 to 150.00	10.00
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	
<i>14.49 acres</i>						

14.49 acres

Total value of Land \$ 347.40

Total added by buildings to value of farm \$ 1275.00

Three wells and electric pump
~~Total fruit trees add to value of farm (for use in orchard districts only)~~ \$ 200.00

Total value of farm \$ 1822.40

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

Only small acreage in crop and this lot has been used by Jap family for living quarters to work it in conjunction with Lot 1.

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

Small fruit and poultry.

Noxious weeds:

Nil

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Maple Ridge Municipality, Haney, B.C. - Land assessed at \$1300.00, Improvements, \$2200.00 - total \$3500.00. 1942 tax \$66.03.

No Dyking taxes.

Date: 12th May 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 11th day of May 1942.

Inspector's Signature

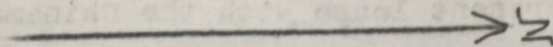
"L. B. PLUMBLY"

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

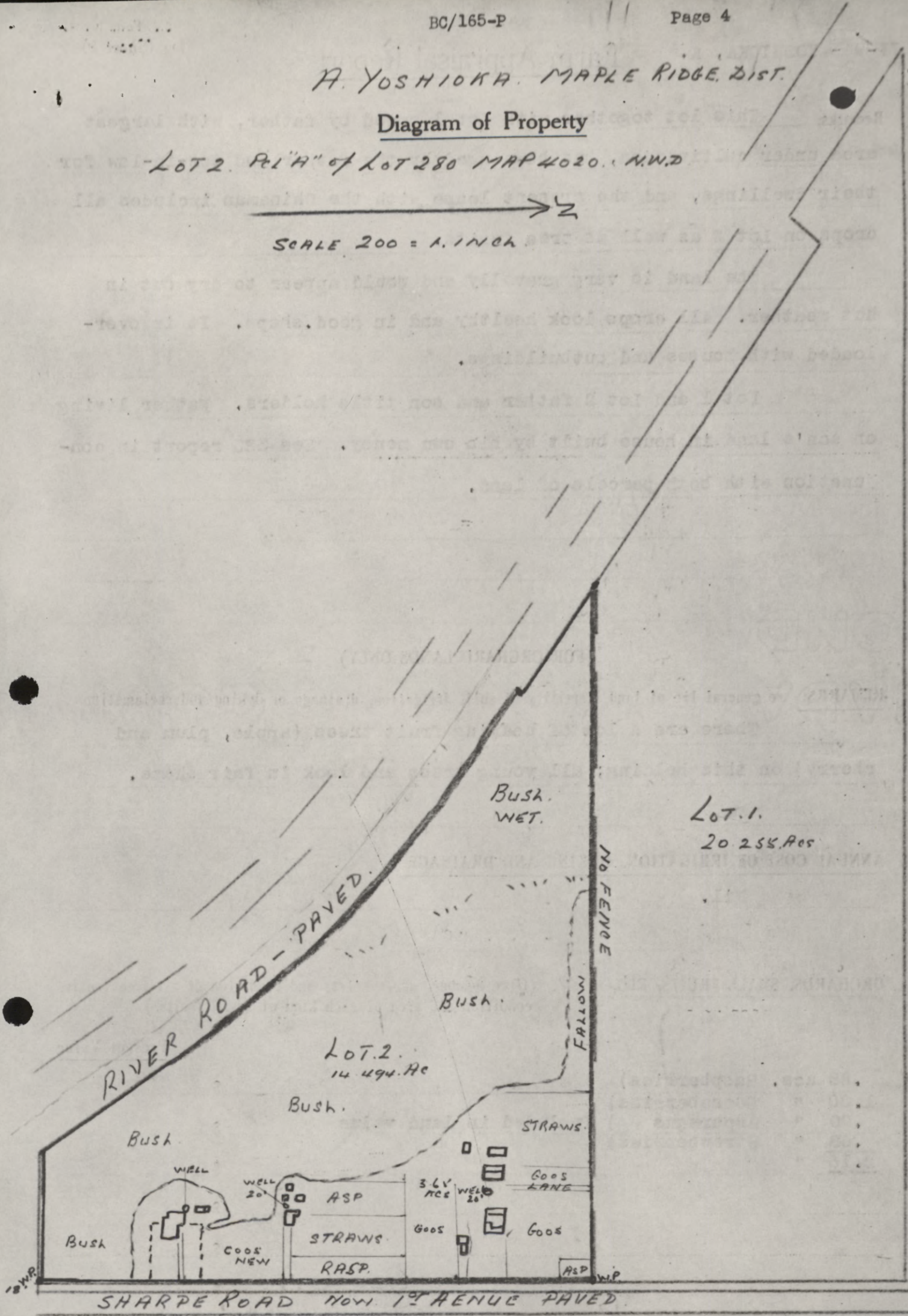
A. YOSHIOKA. MAPLE RIDGE, DIST.

Diagram of Property

-LOT 2. Pt "A" of Lot 280 MAP 4020. N.W.D



SCALE 200 = 1. INCH



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

value is \$ 2000.00

Date 13th May 19 48.

"I. T. BARNET"

District Superintendent.

October 14/48

DATE _____

REAL PROPERTY SUMMARY

JAPANESE NAME: Asao YOSHIOKA Reg. No. 13967 File No. 10660 FILED BY G.E.A. Rice
 Copy for File 7373
 " " " 13785.

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act.
 B.C./165-P. First Offer.

PROPERTY ADDRESS: 41 - 1st Avenue, Port Hammond, B. C.

LEGAL DESCRIPTION: Lot 2 of Parcel "A" of Lot 280, Group 1, Map 4020, Municipality of
 Maple Ridge, D. N. W.

TITLE: Registered in the name of Asao YOSHIOKA.

ENCUMBRANCES: None registered. No indication of any unregistered charges.
 Vesting Order filed No. 25053, dated December 10th, 1942.

ASSESSED VALUES: Land - \$1300.00
 Improvements - \$2200.00 - \$3,500.00 Taxes - \$66.03.

CLASSIFICATION: This is a small fruit and asparagus farm. Total area 14.49 acres with
 4 acres under cultivation, planted to small fruits and asparagus,
 balance bush.

On this property there are 3 houses.
No.1 - 24' x 26' in fair condition, owned by Asao YOSHIOKA.
No.2 - 20' x 30' owned by the Father, Kiyemon YOSHIOKA, File 7373.
No.3 - 24' x 40' owned by an adopted Son, Kazuo TAMURA, File 13785.
 Other buildings on the property consisted of a shack, 1 packing shed,
 1 woodshed and 1 small hen house.

HISTORY OF ADMINISTRATION:
 This property together with the adjoining property, owned by his Father,
 Kiyemon YOSHIOKA, File 7373 was leased Jointly by them on May 5th, 1942
 to Joe Yee for a term of 8 months. Consideration - \$1,225.00 and
 taxes, and while not stipulated apparently excluded the use of No. 1
 House. The rent being paid directly to the Lessors prior to evacuation.

House No. 1 was leased by Asao YOSHIOKA on June 1st, 1942, for a period
 of 9 months, to Neil Dyson, from 1st June, 1942. Consideration \$90.00
 - \$80.00 of which has been paid, and the balance of \$10.00 to be paid
 February 1st, 1943. On extension of lease \$10.00 per month, no Taxes.

No rentals were collected by this office in 1942 for the Japanese'
 benefit.

Although this property was leased in 1943 in view of its sale to The
 Director, The Veterans' Land Act, Documents and consideration were
 assigned to them.

SOLD: To The Director, The Veterans' Land Act for \$1,789.00 as at January
 1st, 1943.
 Approval of Advisory Committee - June 1st, 1943.

1943.

Page 2.

File No. 10660.
Copy for Files 7373 & 13785.

Funds released to the credit of Asao YOSHIOKA as at May 10th, 1944, against which were the following charges: Registration Fees - \$3.00, Legal Fees - \$15.00 - \$18.00, leaving a credit of \$1,771.00 from said transaction.

The distribution of these funds was held up owing to the mix-up over the 3 houses built on Lot 2 of Parcel "A" of Lot 280, Gp. 1, Map 4020, Mun. of Maple Ridge, as were unable to distinguish Kazuo TAMURA's interest in the property, and also because of the undistinguishable equity of Father, Kiemon YOSHIOKA, File 7373, and son, Asao YOSHIOKA, File 10660, because of their houses having been built on the property of Asao YOSHIOKA. The net proceeds derived from the property sales were sent to the Father and Son Jointly, asking that they make the proper distribution among themselves direct.

Adjustments as at 1st January, 1943 to the amount of \$34.21, covering Unexpired Fire Insurance Premiums, were placed to the credit of Asao YOSHIOKA'S account.

The following Fire Insurance Policy:

Mercantile Insurance Co., Policy No. 444644 - \$2,000.00, covering on the 2 storey dwelling, was transferred to The Director, The Veterans' Land Act.

Certificate of Title No. 169874-E in the name of The Director, The Veterans' Land Act.

This summary is certified to be in accordance
with information on file.

October 31st, 1946.

"D. A. Cramer"

D. A. CRAMER.

DAC:JS

File Nos. 13785 & 4224

May 27th, 1948.

REAL PROPERTY SUMMARY FOR CLAIM

CLAIMANTS: Kazuo TAMURA and Kazuko (Mrs. Kazuo) TAMURA.
Reg. No. 14369 Reg. No. 14159.

PROP. SUBJECT
OF CLAIM: Boarding House 24' x 50' 11 rooms - \$1300.00
Small 2 Roomed House 14' x 20' - 200.00
CLAIM - \$1500.00

The above Japanese own no land but do declare ownership of a 12 room two storey house and a 2 room house built on land belonging to Kiemon YOSHIOKA, File 7373, father of Kazuo (Kazuo changed his name from YOSHIOKA to TAMURA at time of marriage to perpetuate the surname of wife). Actually the property is that of his brother, Asao, File 10660.

Although written to on October 27, 1944, and July 11, 1945, (the father was also written to on December 9th, 1942) informing them that it would be necessary to obtain the father's acknowledgment of ownership, nothing has been received by this office to that effect and they make no reference to the matter whatsoever.

The value of the dwellings is therefore being carried in the property owner's account and distribution is being left to be made between themselves. See letters October 17th, 1946 and November 15th, 1946.

"J. Spratt"

REAL PROPERTY: Lot 2 of Parcel "A" of Lot 280, Gp. 1, Map 4020, Municipality of Maple Ridge, 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	\$1300.00	\$ 347.40		\$2500.00	14.494 acres
Improvements:	<u>2200.00</u>	<u>1475.00</u>		<u>2450.00</u>	
	\$3500.00	\$1822.40	\$1789.00	\$4950.00	
			Less V.L.A. Sale	<u>1789.00</u>	
			Amount of Claim	<u><u>\$3161.00</u></u>	

Claimant values land at \$172.41 per acre. Only approximately 4 acres have been cleared, the balance being in bush.

It is to be noted that a claim has been received from Kiemon YOSHIOKA father of the abovenamed, covering the within described property.

HOWARD SMITH
GENOA BOND

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

Dec. 3/48

Malan *Malan*

Notice of Assessment, 1943.

G.E.A.Rice
Corporation of The District of Maple Ridge

Roll No.	Lot	Block or Quarter	Section or D.L.	Twp.	Map	Acreage	Value of Improve- ments	Value of Land	
								Exclusive of Improved	Improvements Wild
1462	2 of "A"		280	9	4070	14.494	\$2200.--	\$1300.--	

TAKE NOTICE that the above property is assessed as above for the year 1943. The first sitting of the Court of Revision will be held in the Municipal Hall, Haney, B. C., on the 8th day of February, 1943, at 10:00 a.m. Section 234 of the Municipal Act reads as follows:

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

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

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

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

L.W.Hawkins, Assessor, Haney, B.C.

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

Dec. 3/48

Mulvaney
M

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 10660

EXHIBIT No. _____

NAME Asao YOSHIOKA

REG. No. 13967

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
DECLARATION <u>Dec. 16/42</u>	TAKEN BY <u>H.R. Coffy</u>					
EVACUATION <u>June 2/42</u>	DATE <u>June 5/42</u>					

1 Complete set of Bed-room suite, some of kitchen utensils.
 1 Domestic household pumping unit, electric with 80 gal. galvanized pressure tank (Myres Product) and several beds and its fittings.

1.	Furnitures	200 00
2.	Household chattels	250 00
3.	Washing machine	65 00
4.	Domestic Water Pump	<u>175 00</u>
		<u>\$690.00</u>

	126 35
	27 70
	95 00
	<u>175 00</u>
	175 00

Tools & farm implements
 also sold at auction
 & miscellaneous

61 85
1 10
 \$312 00

10660
13967

EXHIBIT No. _____

CASE No. _____
VENUE Lethbridge

SALES	TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANY TIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	REMARKS
-------	-----------	----------------------	-----------------	-----------------------	-----------	----------------------------	--------	---------

35
70
00
05
85
10
00

175 00
175 00

Goods for which Japanese claims \$515.00 sold at auction for \$249.05
" " " " " 175.00 " with real property.
\$690.00

EXHIBIT No. 794-8
DATE October 14/48
FILED BY G. R. Rice

EXHIBIT No. 794 - 9
DATE October 14/48
FILED BY G.E.A. Rice

THIS INDENTURE

Made in duplicate the 5th day of May in the year of Our Lord one thousand nine hundred and forty-two

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between: KIEMON YOSHIOKA of the town of Port Hammond, in the Province of British Columbia, Farmers and ASAO YOSHIOKA

hereinafter called the "Lessor" of the First Part:

And JOE YEE

of 739 Columbia Street, in the city of New Westminster, province aforesaid Farmer.

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge, in the province of British Columbia, and more particularly known and described as Lots One (1) and Two (2) of Lot "A" of Section Two Hundred and Eighty (280) Township Nine (9) Plan 4020, in the District of New Westminster.

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining.

From the 5th day of May one thousand nine hundred and forty-two for the term of from May 5, 1942 to December 31, 1942 thence ensuing.

Yielding during the said term therefor the rent of Twelve Hundred Twenty-five Dollars of lawful money of Canada, payable on the following days and times that is to say:

The full year's rental of \$1225.00 is now paid cash and is hereby acknowledged by the Lessor. The Lessor hereby agrees that all bills for fertilizer or any other accounts that might be chargeable against the aforesaid crop have been paid by him.

the first payment to be made on the 5th day of May, 1942

That the said Lessee covenants with the said Lessor to pay rent; and to pay taxes; and to pay rates for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

And will not assign without leave; and will not sublet without leave.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

Proviso for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

Proviso for re-entry on seizure or forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment.

And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

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

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered)	
IN THE PRESENCE OF)	
Signature of Witness Hal Menzies,)	KIEMON YOSHIOKA (Signed)
Street Address)	ASAO YOSHIOKA (Signed)
City or Town Haney, B.C.)	YOE YEE (Signed)
Occupation Notary Public))	

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

Dec. 3/48

Mulanstee *lph*

Dated May 5th 1972

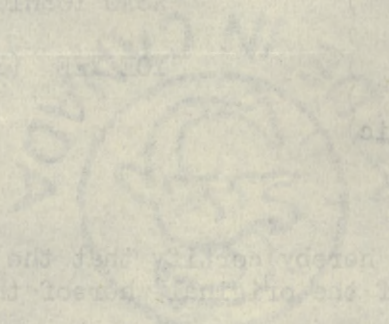
KIEMON YOSHIOKA
and
ASAO YOSHIOKA

- TO -

JOE YEE

STATUTORY LEASE
Short Form

Hal Menzies
Haney, B. C.



Dec. 3/78

GENOVA BOND
HOWARD SMITH