Name of Claimant YASAMATSU, Kosaka Case 943

Custodian File

REAL PROPERTY												Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village				
Sale Price	5% thereof & 12.50	Sale Price	10% there-of	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		
					2409		1080.43					1080.43

PERSONAL PROPERTY								
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 & Not Found & Recorded Now Missing	45% of amount in next preceding column	

NETS						
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS								
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
197.10	108.50	32.55	55.05%	94.40	51.96	107.75	12.93	97.44

TOTAL RECOMMENDATION	1177.87

1540

CASE NO. 943

JAPANESE PROPERTY CLAIMS COMMISSION

(SUB-COMMISSION)

Winnipeg, Manitoba,

24th September, 1948.

IN THE MATTER OF THE CLAIMS OF

KOSAKU YASUMATSU

PROCEEDINGS AT HEARING

CASE NO. 943

IN THE MATTER OF "THE INQUIRIES ACT"

PART 1. REVISED STATUTES OF CANADA 1927, CHAPTER 99

JAPANESE PROPERTY CLAIMS COMMISSION

SUB-COMMISSION

B E F O R E

10 (THE HONOURABLE MR. JUSTICE A.G. BUCKINGHAM, SUB-COMMISSIONER)

Winnipeg, Manitoba,

24th September, 1948.

IN THE MATTER OF THE CLAIMS OF

KOSAKU YASUMATSU

20 PROCEEDINGS AT HEARING

APPEARANCES:

F.M. FERG, Esq., Appearing for the Dominion Government.

S.M. CHERNIACK, Esq., Appearing for the Claimant.

G.N.R. UPTON, Esq., Official Interpreter.

30 MARK H. PEARCE, Esq., Sr., Official Reporter.

KOSAKU YASUMATSU, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. CHERNIACK:

MR. CHERNIACK: I ask leave to amend to show the value of the real property as $8,000.00. The Custodian's sale price $2,409.00, the loss is therefore $5,591.00. There is no amendment in relation to chattels, claimant showing loss of $332.25, but we are withdrawing our claim in connection with settlement of claim with the tenant and in connection with the 87 shares in the Pacific Co-operative Union.

10

THE COMMISSIONER: That will leave your loss $332.25?

MR. CHERNIACK: Yes.

Q Mr. Yasumatsu, I show you two typewritten statements, were these prepared in accordance with your instructions?

A Yes.

Q And are these (indicating) your signatures?

A Yes.

Q You swear the contents to be true to the best of your knowledge and recollection? A Yes.

20

MR. CHERNIACK: I tender as Exhibits 1 and 2 respectively the Real Estate Statement and Statement as to Chattels, identified by the plaintiff, and on behalf of my learned friend I will tender or file as Exhibit 3 the S.S.B. Appraisal, and as Exhibit 4, the Custodian's Analysis.

(Real Estate Statement, EXHIBIT 1.)

(Personal Chattels Statement, EXHIBIT 2.)

(S.S.B. Appraisal, EXHIBIT 3.)

30

(Custodian's Analysis, EXHIBIT 4.)

MR. CHERNIACK: Exhibit 1 indicates that this property, consisting of 25 acres of land, was purchased about 1927 for $2,600.00. I have on file, which I am showing to my learned friend, a Certificate of Title No. 129336E, dated December 29, 1938, in the name of the claimant, affecting the property in question. The claimant sets out in Exhibit 1 that when he purchased the property one acre had been cleared and there was a house on it which was one year old, 14 x 24, two-
10 storeys. He, himself, states that he cleared about 16 acres, estimating the cost of clearing at $300.00 per acre. The extent of cleared acreage is confirmed in S.S.B. Appraisal, Exhibit 3. The claimant constructed about 1,500 feet of cedar covered ditching, dug one well and piped it to the kitchen, and planted about 25 mixed fruit trees. In addition he put up about 36 chains of wire fence. The claimant sets out in Exhibit 1 the buildings which are on the property, showing the years in which they were built and the estimated cost
20 of same, and it should be indicated that the dimensions of the house and the addition to it correspond to the dimensions in the appraisal, but the ages of the additions are not quite accurate, as set out by the appraiser, and that question as to ages, the appraiser got away with it by just questioning about things and ages indicating "new" in the case of two of them and "old" in the case of the others. Your honour will note, according to the claimant, he invested substantial sums of money and of labour in these various buildings,
30 which the appraiser estimates were worth $1,685.00

at the date of appraisal. He added only $1,200.00 to the value of the landfor all these buildings. It should be indicated in connection with the house itself the appraiser shows he couldn't get into the building and is not quite sure as to what went on inside, except by what he could gather by looking through the windows. The claimant sets out in Exhibit 1 that the buildings were in very good condition and they were worth considerably more than the appraiser's value. He shows the valuation. The appraiser values cleared land at $60.00 an acre, which he considers ridiculously low. He says in 1941 he sold his berries to the Co-operative for over $6,000.00 and indicates that a simple check on their books will reveal this and he says, "I believe that the fair market value of the land and buildings was at least $8,000.00." The appraiser says that the property is 1-1/2 miles from Clayburn and is on Downes Road, which is gravelled to Clayburn, and to hard surfaced highway, indicating the district is a good one. As to the personal chattels, your honour will note that the claim is only made for those articles which were sold and therefore there is no dispute as to what happened to them, or as to whether the Custodian was seized of them. In the exhibit, the claimant sets out the larger items, showing approximately the date of purchase and the purchase price, and his estimate of value. In setting out he has depreciated the values according to age and use. Thank you.

CROSS EXAMINATION BY MR. FERG:

MR. FERG: It is submitted, your honour, that the real property sold at its fair market value, that the chattels were sold at their fair market value and the Analysis does not show anything "not found" and everything, that is all the chattels, have been accounted for. But it is submitted that in view of the lease made by this claimant with a lessee, that if there is any loss, not found or not located, that the Custodian is not responsible and the claimant placed another person in charge of the goods. I will file, your honour, an appraisal of chattels, that is part of the claimant's chattels, appraised by Gowing Frost and sold to the tenant on the property, Mr. A. Jackson.

MR. CHERNIACK: Would that apply to any of the articles which we are claiming?

MR. FERG: You are claiming for a plow and a kitchen range and table.

MR. CHERNIACK: According to the Analysis, all this property was sold by auction sale. Now it would appear as if it was sold by straight sale.

THE COMMISSIONER: There were two plows, at least two, because you see on the Analysis Sheet Nos. 1 and 29 respectively.

MR. CHERNIACK: Yes, and in the J.P. Declaration I see three plows.

THE COMMISSIONER: So there must have been another plow. There was one large plow No. 1, one small plow No. 29.

MR. CHERNIACK: I think my learned friend, Mr. Ferg, is

right because it would indicate that in the list I have here. I would like the record to show that the Analysis is in error to the extent where it shows "All goods shown by auction," whereas some of them should be shown otherwise, and no doubt the sale will affect the Commissioner's decision and I think we should ask the Custodian in due course to indicate, or separate, those items sold by auction.

MR. FERG: Do you want me to read into the record the goods sold by auction or by tender?

MR. CHERNIACK: Since my learned friend is filing that I do not see that it is necessary to read it in.

THE COMMISSIONER: It will speak for itself if he puts it in.

MR. FERG: Yes, with this exception, that our counsel in Vancouver will not know these figures unless they go in.

THE COMMISSIONER: Yes, I see, but the exhibits will be available.

MR. FERG: I do not know how readily available. Mr. Shiers indicated in the spring the Custodian was going to make copies of it and would give us the copies. Now, when this has got into the record, it might be sufficient to act as a request to the Custodian to let us have a correct form of Analysis; on the other hand it might be simpler to read it in. It is not long, your honour, I will file this as an exhibit.

(List of Chattels, EXHIBIT 5.)

MR. FERG: Now, the list is as follows:

" The following chattels were appraised by Gowing Frost and sold to the tenant on the property, Mr. A. Jackson:

"	1 Kitchen Range	20.00
	1 Kitchen Table	5.00
	Linoleum on kitchen floor	5.00
	6 old Kitchen Chairs	1.75
	1 Kitchen Cabinet Cupboard	12.00
	1 Chest of Drawers	4.00
	1 homemade Bed & Springs	2.00
	1 Radio Table	3.00
	1 Jubilee Heater	35.00
10	All curtains, drapes and rods	10.00
	2 Pictures (large)	1.50
	1 Chest of Drawers	3.00
	1 old Iron Bed	.50
	1 small Garden Plow	5.00
	Total Price	$ 107175
	Less 10% Appraisal Fee	10.78
	Net Sale Price	$ 96.97 "

MR. FERG: I also file the Assessment Notice for the
20 year 1942, which shows the valuation of the land at $500.00 and the improvements $1,600.00.

(Assessment Notice, EXHIBIT 6.)

Q Mr. Yasumatsu, I show you a photograph, can you tell me what this is a photograph of?

A That is a photograph of my house.

Q That is the house you are claiming for in this case?

A Yes, from that side it is a poor representation of the house; if it had been taken from the front it would look better.

30 Q In other words, you think there is a little trickery

in the way the photograph is taken - we will file that.

(Photograph, EXHIBIT 7.)

Q Mr. Yasumatsu, you rented your property to Anthony Jackson in 1942 at the time of evacuation?

A Yes.

Q Would you recognize your signature here, I show you a document? A Yes.

Q Is that your signature (indicating) at the foot of the document? A Yes, here (indicating).

10 Q And is the "A. Jackson" signed there (indicating) the signature of A. Jackson? A Yes.

Q You were both present together when it was signed?

A Yes.

Q And this is the lease between yourself, as Lessor, and Mr. Jackson, as Lessee, dated the 16th of April, 1942?

A Yes.

Q Included with this lease is your real property and also some chattels? A Yes, I let him have the furniture that was in the house.

20 Q Did you let him use any of your farm implements?

A Yes, I told him he could use my farm implements.

Q Was there a list of the implements and miscellaneous tools and articles that he was to use made out?

A Yes, I made a list and the list was given to the Custodian.

Q That is a list of the goods that Mr. Jackson was to have the use of was made out and formed part of the lease, Exhibit No. 8? A Yes, it was attached to the lease.

30 MR. FERG: I would ask my learned friend to produce list

attached to Exhibit 8 and formed part of the document.

MR. CHERNIACK: Exhibit 8 came out of my learned friend's file, so I have no way of delivering the list that was attached to it.

MR. FERG: Have you a copy?

MR. CHERNIACK: No.

BY MR. FERG:

Q At any rate, can you tell us, witness, is it possible for you to tell us what articles, or what chattels, you did lease to Jackson and give him possession of?

10

A All the farm tools and, generally speaking, the furniture in the house.

Q And Mr. Jackson used that while he was operating your farm? A Yes.

Q And Mr. Jackson was to return these articles to you at the end of the lease? A Yes.

Q And he was to take care of it for you? A Yes.

Q Did you leave with Mr. Jackson a set of eight Dominion Educator Books and a set of eight Modern Encyclopaedia?

20

A Yes.

Q And also a large dictionary? A Yes.

Q And he was to take care of that for you on the same terms as the other articles? A Yes.

Q And they were left in his custody on that basis?

A Yes.

Q I show you Exhibit 5, which is a list of your chattels which were valued and sold to the tenant; would you look at this list and tell me whether or not you consider those prices reasonable?

30

A I wouldn't say that that was a fair price, I think it is

cheap.

Q Can you indicate any particular article you consider to be cheap? A Generally speaking, all of them are.

MR. CHERNIACK: Might I say at this point I have checked the Analysis and I find these items on that list are items no. 16 to the bottom of the claim and they are all shown in the claim showing the value.

BY MR. FERG:

10 Q Getting back to the question of your lease with Mr. Jackson, the rental that Mr. Jackson paid you would be be based on the fact that he had the house, all your furnishings and your implements?

A I didn't receive any rent from Jackson.

Q Your lease calls for rent? A I am not certain, but I do not think there was any mention of rent in the lease.

Q The lease calls for $2,000.00 cash rent?

A I had the idea I would be coming back there shortly

20 and it was really in the nature of asking the man to look after things.

THE COMMISSIONER: The lease speaks for itself, that he will properly care for it.

MR. FERG: Yes, but do you know, Mr. Yasumatsu, how long Jackson operated the farm and had possession of your chattels and furniture? A I do not know.

MR. FERG: That is all.

MR. CHERNIACK: In regards to this lease I would like to indicate several features about it. I would like to

30 indicate that this includes the growing crop, which is

set out as being six acres of strawberries, three acres of raspberries, two acres of rhubarb and thirty fruit trees. I would like, your honour, to recall in this claim originally the claimant claimed for the settlement with Jackson in connection with the crop. We are not allowed to make that claim, that claim is in the nature of the tenant coming along and saying the crop was less than the lessor said, and therefore they said that we are not entitled to refund because we didn't
10 get what we bargained for. I would like to indicate that the Custodian settled this claim by sending a person down to check the statement of the tenant as to how much crop there was, and allowing a credit for that portion which the tenant did not use, and then settled it on seventy per cent of that amount. It is my impression that that amount was arrived at by assessing it on the price paid by the tenant, which, in this case, was $2,000.00. I submit that the Custodian considered they would make settlement with
20 Jackson on the basis of the crop which he didn't receive, as compared to the price he paid, which was $2,000.00. Then the Custodian himself didn't consider the claimant received anything for his chattels.

THE COMMISSIONER: Yes, but what have we got to do with it here?

MR. CHERNIACK: My learned friend has set out this $2,000.00 included the use of chattels.

THE COMMISSIONER: But the lease speaks for itself.

MR. CHERNIACK: Yes, that may be, but I am showing how the
30 Custodian handled this lease by setting out that

Yasumatsu sold the strawberries and raspberries for $2,000.00 and when the Custodian found the crop amounted to less than that, they gave a rebate to the claimant on the basis of $2,000.00. I do not know if it is an important point, but if the lease includes a rental of the chattels, which your honour, yourself, pointed out may not quite be so, because although the consideration is caring for them, then he should explain the method of settlement. I believe the Custodian settled this as a sale of crop, not rental and chattels.

MR. FERG: There is another angle to the matter that I pursued, which is the reason for pursuing the questions that I do. The Chief Commissioner has ruled that any claims of this kind, that the Custodian will not be responsible for loss while goods were in the possession or custody of another, and in this case this man deliberately leased his furnishings and implements to the tenant and the tenant used them and they certainly would depreciate while in the tenant's hands, and that is important from the Custodian's point of view regardless of rent.

THE COMMISSIONER: They were to be properly cared for and the claimant allowed the tenant ~~in~~ NOT only to properly care for them, but to use the articles in his farming operations.

MR. CHERNIACK: Your honour has mentioned this speaks for itself, I would like to read into the record the clause.

THE COMMISSIONER: I read that myself.

MR. CHERNIACK: There is mention made of live stock, farm

implements, that is, that the lessee covenants that he will provide care for any live stock, farm implements, or miscellaneous tools which are left, which live stock, farm implements and miscellaneous tools are evidenced by a lease signed by the lessee. Your honour, I would like my learned friend to advise us as to any renewals of this lease and as to what apportionment of any renewals was given to the claimant for the share of rent on this lease for the chattels. Now, my learned friend has stated there must have been depreciation. Any renewals of this lease I would imagine would have gone to the purchaser of the property and if the use of the chattels went with it, as my learned friend has set up the question of depreciation, I would like to know what the Custodian did about giving the claimant a share of the rent for the chattels, which were apparently rented, and because of which there would be depreciation.

MR. FERG: Well, what rent was credited to the claimant?

MR. CHERNIACK: I mentioned renewals. I notice that this sale by Gowing Frost seems to have been made after January 1944 because there is an ink note here, "Approved by R.A.C. 31/44," and initialed, which I recognize as being somebody in the Custodian's office. So if the Custodian entered into a lease, which these two continued up to the date of sale, somebody seems to have benefited from the rent of these goods.

THE COMMISSIONER: Let me see the lease.

MR. FERG: Well, the record I have is this: the property was leased by the owner on the 6th of April, 1942, to Anthony Jackson as from the 1st of April for ten months to February 1, 1943, for $2,000.00, and as in the lease stated the lessee was to have use of live stock, implements and tools as listed. Now, I just want to point out we haven't the list here, it may be available somewhere, but not here. Further, the Custodian executed the lease on the farm on the 1st of September, 1942, for a term of one year from that day to Anthony Jackson, the same tenant, at a rental of $125.00, which was allowed to the Director of the Veterans' Land Act. That is the history of it. But there is no division made out of the rental for rent of chattels and equipment of anything of the kind; there has been no indication that there was any split in it.

THE COMMISSIONER: Was it in writing?

MR. FERG: I think it was in writing, you mean the second lease?

THE COMMISSIONER: Yes, that is what you wanted.

MR. FERG: Yes, that lease from September 1st, 1942, to the date of sale, the Custodian himself rented these goods with this man Jackson and the claimant received no benefit from it, even though sale wasn't made till January 1st. It is an accounting matter and possibly the accountant will check it and see that we get back that portion of rent, October, November and December. And the fact that no credit was given to the claimant for the rent of these chattels, I am

bringing that up because of any depreciation that my learned friend alleges, it was some fifteen or sixteen months in the hands of the Custodian's tenant.

THE COMMISSIONER: Well, that is enough.

MR. FERG: That is the only help I can give my learned friend on it, I haven't anything more on the file I can give to-day.

THE COMMISSIONER: Well, you have read into the record what the situation was with regard to renewal of the lease, sufficient for Mr. Cherniack's purpose.

MR. CHERNIACK: It would appear that the chattels were sold by auction, were sold on December 1st, 1943, which would be about the same time of this sale.

(PROCEEDINGS ADJOURNED SINE DIE)

Certified to be a true and accurate transcript.

MARK H. PEARCE, Sr.,
OFFICIAL REPORTER.

CERTIFICATE

I, the undersigned Sub-Commissioner, hereby certify that the foregoing 15 pages of typewritten matter contain a true and accurate record of the Sub-Commission held in the Law Courts Building, Winnipeg, Manitoba, at the time and date first above mentioned.

SUB-COMMISSIONER.

NOV 28 1947

Case # 943.

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

ACKNOWLEDGED

5953 (B) wpf

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

(1) NAME YASUMATSU, Kosaku Mr. (RCMP) Reg. No. 12983
(Print) Surname Given Name

(2) Pre-Evacuation Address 4041 Downes Rd., Clayburn, B. C.

(3) Present Address 18 Pentland Ave., N. Kildonan, Man.

(4) REAL ESTATE

(a) Street Address (if any) 4041 Downes Rd., Clayburn, B. C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
East Half of South Half of South-west Quarter of Section 33, Twp.16, District of New Westminster.

(c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) Residence Type of business N/A
(iii) ~~Business~~
(iv) Any other type of property (describe)

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

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

(i) Land - - - - - - - - - - - - - - - - - - $ 5,000.00

(ii) Buildings - - - - Dwelling - - - - - - - - $ 3,300.00
Picker Houses 400.00

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $ 300.00 Root house, Stable & Woodshed. 100.00 Garage.

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 9,100.00 - 8000

(v) Amount at which Custodian sold property and credited your account - - $ 2,370.63 2409

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 6,729.37 5591

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
4041 Downes Rd., Clayburn, B. C.

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

(c) How stored or packed at time of evacuation Household goods left intact and farming equipment locked in tool house.

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

Left in custody of Lesee Anthony Jackson and taken over by Custodian.

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

1.	Loss as per attached sheet	Estimated Value $ 332.25
2.	Loss from claim paid to A. Jackson against my wishes re: Crop Lease. Withdrawn	Estimated Value $ 591.50
3.		Estimated Value $
4.	87 Shares Pacific Co-operative Union. withdrawn	Estimated Value $ Value unknown.
5.		Estimated Value $
6.		Estimated Value $
7.		Estimated Value $
8.		Estimated Value $
9.		Estimated Value $
10.		Estimated Value $ 332.25
	TOTAL CLAIM FOR PROPERTY LOSS	$ ~~923.75~~

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 7,653.12

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)

Winnipeg.

(b) Do you require the services of an interpreter at the hearing? Yes or no Yes

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

DOMINION OF CANADA)
Province of Manitoba)
TO WIT:)

I, Kosaku YASUMATSU of the Municipality
of North Kildonan, in the Province of Manitoba.

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of 'The Canada Evidence Act".

DECLARED before me at the City)
of Winnipeg,)
in the Province of Manitoba,)
this 18th day of November,)
A.D. 1947.)

K. Yasumatsu

A BARRISTER AT LAW ENTITLED TO PRACTISE IN THE PROVINCE OF MANITOBA. A Commissioner &c.

N.B. — THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

YASUMATSU, Kosaku, Reg. No. 12983

Loss on ArticlesSold by Custodian on Dec. 1, 1943 and Dec. 16, 1943.

	VALUE	CUSTODIAN SELL. PRICE
1 Plow	25.00	17.00
3 Tables	6.00	2.25
1 Bookstand	2.50	1.00
1 Table	15.00	3.25
Dishes	10.50	1.00
Dishes (Large)	7.50	2.00
1 Set of 8 Dominion Educator	35.00	13.00
1 " 8 Modern Encyclopoedia	20.00	7.00
1 Large Dictionary	15.00	1.00
1 Gramaphone	5.00	1.00
1 Couch	45.00	30.00
1 Cupboard	10.00	4.00
1 Set of 17 Books of History	50.00	----
1 Chiffonier	25.00	18.00
1 Dresser	20.00	8.00
1 Kitchen Range	58.00	20.00
1 " Table	10.00	5.00
1 " Linoleum	28.00	5.00
6 " Chairs	6.00	1.75
1 " Cabinet Cupboard	15.00	12.00
1 Chest of Drawers	10.00	4.00
1 Bed and Springs	5.00	2.00
1 Radio Table	10.00	3.00
1 Jubilee Heater	60.00	35.00
Curtains, drapes, rods.	25.00	10.00
2 Pictures (large)	4.50	1.50
1 Chest of Drawers	10.00	3.00
1 Old Iron Bed	2.50	.50
1 Small Garden Plow	13.00	5.00
	$ 548.50	$ 216.25

LOSS $ 332.25

YASUMATSU, Kosaku

(Claimant's Name)

REAL ESTATE
(Farm Land)

12983

Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared	8 acres						
Cultivated not planted	6 acres						
Cultivated and ~~not~~ in crop							
List Crops							
		about 1927	T. Hashizumi	2600.00			
strawberries	5 acres				1 acre cleared	house (14 x 24 2 storey) one year old	land and Bldg. 8000.00
raspberries	3 acres						
Rhubarb	2 acres						
Building & trees	1 acre						
Total	25 acres						

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

Description	When Made	Cost
cleared and cultivated about 16 acres at the approximate cost of about $300.00 per acre		
constructed about 1500' of cedar covered ditching.		
Dug one well and piped to kitchen.		
Planted about 25 mixed fruit trees. Put up about 36 chains of wired fencing.		

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated ~~Value~~ cost.
House	14 x 24	was on property (in about 1933 reshingled roof, finished inside v Joints and fixed upstairs at the approximate cost of						500.00
added	16 x 24	frame on post	1928	bought material	hired &	own labour		1000.00
added	14 x 32		1938	bought material	hired &	own labour		2000.00
added	9 x 14		about 1935	bought material	hired &	own labour		300.00
verandah	8 x 42	frame on post	1938	"	"	" " " "		200.00
Pickers house	12 x 22	" " "	1936	"	"	" " " "		200.00
Shed	14 x 20	" " "	1932	"	"	" " " "		100.00
Pickers house	14 x 24	" " "	1935	"	"	" " " "		350.00
Woodshed	16 x 36)							
Barn	15 x 27)		1928					100.00
Garage	12 x 18	" " "	1937	"	"	" " " "		150.00
Rhubarb house (2 storey)	18 x 40	" " "	1935	"	"	" " " "		500.00
Pickers house	15 x 29	" " "	1938	"	"	" " " "		150.00

Comments re Appraiser's report not covered by above information: The buildings were in very good condition and were worth considerably more than the appraisers valuation. The appraisers valuation of cleared land at $60.00 per acre is ridiculously low. In 1941 I sold my berries to the Pacific Co-Op for over $6000.00 and a simple check on their books would reveal this. I believe that the fair market value of the land and buildings was at least $8000.00.

EXHIBIT No. 943-1
DATE Sept. 24/48
FILLED BY Claimant.

K. Yasumatsu
Signature

YASUMATSU, Kosaku
(Claimant's Name)

PERSONAL CHATTELS

12983
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
1 plow	1932	new	35.00	good	25.00
1 table	1938	new	30.00	"	15.00
1 set of 8 Dominion Educator	1939	new	50.00 - 60.00	~~fxxxxx~~ good	35.00
1 set of 8 Modern Encyclopaedia	1939	new	" "	fairly good	20.00
1 large dictionary	1939	new	about $25.00	good	15.00
1 couch	1936	new	60.00	seldom used	45.00
1 set of 17 books of History	1939	new	75.00	good	50.00
1 dresser	1938	new	30.00 - 35.00	good	20.00
1 kitchen range	1940	new	75.00	good	58.00
1 kitchen linoleum	1940	new	about 40.00	good	28.00
1 ~~kxxxxxxx~~ Jubilee heater	1940	new	75.00	good	60.00
1 small garden plow	1937	new	20.00	good	13.00

Description of Storage of Goods:

All stored at my home and sold by Custodian.

General Statement as to Chattels not Described above:

I have depreciated the values according to age and use.

Additional Comments, if any:

EXHIBIT No. 943-2
DATE Sept. 24/48
FILLED BY Claimant.

K. Yasumatsu
Signature

BC-409-P
B-C-2968-A

BC/409/P
BC/2968-A

S.S. Form No. 43
(Sheet 1)

EXHIBIT No. 943-3
DATE Sept. 24/48
FILED BY Claimant

Farm Appraisal Report

File No. JL 229

Land Description E½ of S½ of SW¼ Sec.33, Tp.16, less the westerly 7.50 chains, containing 15 acres, transferred.

Containing 25 Acres

Owner's Name YASUMATSU, K. Post Office Address Abbotsford, B.C.

Nearest Rail Point Clayburn Distance 1½ miles.

Market Town Abbotsford Distance 2¾ miles

Church (give denomination) Various at Abbotsford Distance 2¾ miles

Nearest School Abbotsford Distance 2¾ miles.

State how property was identified: Map and recent resurvey.

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

Is #4041 Downes Road, gravelled to Clayburn to hard surfaced highway.

Is this district a good one? Yes.

Employment opportunity Local in berrying and hops. Remote in mills and logging camps.

Predominating Nationality and religion: British, no sect predominating.

Describe Fencing and its condition: East and west bdys - west new, east poor. Value $ inc.in land

Water supply: Flowing well, pipe in kitchen and out-shed. Value $ " " "

5953

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	30 x 24	lumber	studs 9'	shgl	10?	posts	good	1100.00
Add'n.	14 x 32	"	9	"	"	"	"	
Add'n.	9 x 14	"	7	"	"	"	"	
Veranda	8 x	on east and	south	sides				
Shed	12 x 22	lumber	7	shk.	new	"	new	25.00
Shed	14 x 20	spl. cedar	6	"	old	"	poor	15.00
4 old sheds which I consider of no real value								
Pickers hse.	14 x 24	lumber	9	shgl	"	blks.	good	250.00
Woodshed	16 x 36	"	8	shk.	"	"	poor	30.00
Shed	15 x 27	spl.cedar	7	"	"	"	"	15.00
Garage	12 x 18	lumber	8	shgl	"	"	good	40.00
Rhubarb hse	18 x 36	walls shgld	9	"	"	"	"	150.00
Pickers hse	15 x29	lumber	7	"	new	"	unfin.	60.00

Total present day value $1685.00

Total Value Buildings add to farm $1200.00

Is dwelling habitable without repairs? Yes.

Describe repairs needed to make buildings serviceable and give approximate cost of same.

$

Describe the basement and chimneys: No basement. One brick chimney. One roof jack. to ground.

No. rooms downstairs? 7 Upstairs? - How finished V-joint.

Could not get in the building. No. of rooms estimated from what windows would reveal. Tenant away.

Are buildings painted? No. Condition of paint

Distance from nearst bush 400 yards.

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

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
17.	rolling	15" loam	sdy.clay	strawberries, rhubarb, raspberries	60.00	1020.00

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	
5.6	rolling	15"loam	sdy.cl.	heavy clearing	125.00	20.00	112.00
1.2	"	"	" "	light clearing	75.00	30.00	36.00
1.3	level	peaty loam	" "	drainage,(local)	30.00	50.00	65.00

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

Total value of Land $ 1233.00

Total added by buildings to value of farm $ 1200.00

Total fruit trees add to value of farm (for use in orchard districts only) $ 20.00

Total value of farm $ 2453.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Tillage good on crops, but uncropped land not plowed. Owner recently evacuated. Lessee only now in occupation.

~~What is the average yield per acre of this farm?~~

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
For white man, mixed; fruit and/or dairying, with buildings converted to suit.

Noxious weeds: Canada thistles.

~~State type of family recommended for this property.~~

~~How soon can settler be reasonably expected to begin paying full annual instalments.~~

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Mun. and school $30.85
Matsqui Municipality.
Mt. Lehman.

Date: 6th June, 1942.
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 4th day of June, 19 42.

Inspector's Signature "B.C. WORMWORTH"

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

JL-229 - K. YASUMATSU

Farm Appraisal Report

Remarks: With the late evacuation of the owner, and consequently late occupation by the lessee, the cultivation has not been kept up properly, and there will be serious deterioration in this respect.

Most of the cultivation is at an angle of about 10 degrees as a result of some re-adjustment of boundaries and re-fencing. This can be corrected as time passes.

The rhubarb house could be reconstructed into a good henhouse, as it stands on well drained ground, and has full south exposure. At present there are quarters for the fruit pickers upstairs.

(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
17 varied fruit trees in good shape add to value	$	20.00
Other crops are -	$	
Strawberries- - - -3.8 acres	$	
Raspberries - - - -2.2 "		
Rhubarb - - - - - -1.6 "	$	
Most of cultivated land is not plowed this year.	$	
	$	
	$	
	$	
	$	
Total	$	

Amount fruit trees add to value of farm $

Diagram of Property

Following careful review of this appraisal report, it is my opinion that the present value is $ 2200.00

Date 10th June 1942.

"I.T. BARNET"

District Superintendent.

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 5953 EXHIBIT No.

NAME Kosaku YASUMATSU

REG. No. 12983

DATE	INVENTORY
DECLARATION Apr. 24/42	TAKEN BY J. Moryson & H. Logan
EVACUATION June 2/42	DATE June 12/42

Chesterfield suite
Dining room suite
4 Double beds, 1 single
Bureau
Chest, gramaphone,
Bed couch
3 carpets
1 kitchen stove
1 heater
1 sml. heater
7 kitchen chairs
2 Dressers
17 volumes of Book of History
8 vol. Dominion Educator
8 Vol. Modern Encyclopedia
Lge. Dictionary
3 ploughs
3 cultivators
Farming tools
Kitchen utensils

	DETAILS OF CLAIM			SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
1.	1 plow	25 00		17 00			
2.	3 tables	6 00		2 25			
3.	1 bookstand	2 50		1 00			
4.	1 table	15 00		3 25			
5.	Dishes	10 50		1 00			
6.	Dishes (Large)	7 50		2 00			
7.	1 set of 8 Dominion Educator	35 00	B				
8.	1 set of 8 Modern Encyclopoedia	20 00	B				
9.	1 lge. Dictionary	15 00	B				
10.	1 gramaphone	5 00		1 00			
11.	1 couch	45 000		30 00			
12.	1 cupboard	10 00		4 00			
13.	1 Set 17 books of History	50 00	B				
14.	1 Chiffonier	25 00		18 00			
15.	1 dresser	20 00		8 00			
16.	1 kitchen range	58 00		20 00			
17.	1 " table	10 00		5 00			
18.	1 # linoleum	28 00		5 00			
19.	6 " Chairs	6 00		1 75			
20.	1 " Cabinet cupboard	15 00		12 00			
21.	1 Chest of drawers	10 00		4 00			
22.	1 bed & springs	5 00		2 00			
23.	1 radio table	10 00		3 00			
24.	1 Jubilee Heater	60 00		35 00			
25.	Curtains, drapes, rods	25 00		10 00			
26.	2 pictures (large)	4 50		1 50			
27.	1 Chest of drawers	10 00		3 00			
28.	1 old iron bed	2 50		50			
29.	1 small garden plow	13 00		5 00			
		$548 50		195 25			
			Books	21 00			
				$216 25			

EXHIBIT No. 943-4
DATE Sept. 24/48
FILLED BY Claimant

"Loss from claim paid to A. Jackson against my wishes re: Crop Lease"

Withdrawn

$591.50

Yasumatsu's tenant, A. Jackson claimed $845.00 for crop misrepresentation, being a difference of 4.67 crop acres. A settlement of 70% amounting to $591.50 was made. (See Lrs. July 15/43, Aug. 9/43)

Withdrawn

87 shares Pacific Co-operative Union Value unknown

These shares are non-redeemable, and have no market value at the present time.

ILE No 5953 EXHIBIT No. CASE No.

EG. No. 12983 VENUE Winnipeg

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD		REMARKS
AUCTION	TENDER &c								
17 00									
2 25									
1 00									
3 25									
1 00									
2 00									
1 00									
30 00									
4 00									
18 00									
8 00									
20 00									
5 00									
5 00									
1 75									
12 00									
4 00									
2 00									
3 00									
35 00									
10 00									
1 50									
3 00									
50									
5 00									
195 25									
21 00									
$216 25									

Withdrawn
[illegible]

3)

ue unknown Withdrawn

e no

EXHIBIT No. 943 - 5
DATE Sept. 24/48
FILED BY Crown

"File 5953"

RE CHATTELS OWNED BY KOSAKU YASUMATSU, REGISTRATION NO. 12983

The following chattels were appraised by Gowing Frost and sold to the tenant on the property, Mr. A. Jackson:

1 Kitchen Range	20.00	15
1 Kitchen Table	5.00	16
Linoleum on kitchen floor	5.00	17
6 old Kitchen Chairs	1.75	18
1 Kitchen Cabinet Cupboard	12.00	19
1 Chest of Drawers	4.00	20
1 homemade Bed & Springs	2.00	21
1 Radio Table	3.00	22
1 Jubilee Heater	35.00	23
All curtains, drapes and rods	10.00	24
2 Pictures (large)	1.50	25
1 Chest of Drawers	3.00	26
1 old, iron Bed	.50	27
1 small, garden Plow	5.00	28
Total Price	$ 107.75	
Less 10% Appraisal Fee	10.78	
Net Sale Price	$ 96.97	

"Approved by
R.A.C.
13-1-44"

I HEREBY CERTIFY THAT the above prices of Chattels appraised by me are a true value.

"Gowing Frost"

("December 1st auction")

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

January 25, 1949.

R. Hyde

mcl

EXHIBIT No. 943 - 6
DATE Sept. 24/48
FILED BY Crown

"COPY"

THE CORPORATION OF THE DISTRICT OF MATSQUI

Office of Municipal Collector, Municipal Hall, Mt. Lehman, B.C.

TAX NOTICE 1942

Mr. K. Yasumatsu,
Clayburn, P.O.
B.C.

	Net Rate General	Net Rate School
Wild Land	30 Mills	20 Mills
Improved Land	17 Mills	18 Mills
On 22% of Improvements	17 Mills	18 Mills
Minimum Tax for School Purposes		$10.00
Levy for Library		$ 1.25

YOU ARE HEREBY NOTIFIED that the following taxes are now due and payable at the Municipal Hall, Mt. Lehman, B.C. 10% WILL BE ADDED To 1942 Taxes Not Paid on or before September 15, 1942. In addition all Taxes bear 6% interest per annum from December 31st, of year in which they were levied. This Interest is added to Delinquent Taxes and forms part of the Tax.

PERCENTAGE ADDITION

If Paid after September 15, 1942 ADD 10% to 1942 Taxes

Interest at Rate of 5 per cent per annum allowed on 1942 Taxes from date of payment to September 15, 1942, if received here on or before August 15, 1942.

Description of Property	DL	Block	Lot	Quar.	Sec.	Tp.	Acreage	Land Wild	Valuation Improved	Improvements	If Paid on or Before Sept. 15	Taxes in Arrears This property will be sold for taxes on Sept. 30 of year following this notice unless taxes be sooner paid.	Delinquent Taxes. This property will be sd for taxes on Sept. 30 of This Year unles Taxes be sooner pd.
Folio 276											1942	1941	1940
Roll No.2100													
Ept. of E½ S½ SW					33	16	25		$500.00	$1600.00	30.85		

CHEQUES must be certified and include exchange and be made payable to the MUNICIPAL TREASURER
MONEY ORDERS to be made PAYABLE AT MOUNT LEHMAN, B. C.
REMITTANCES must reach this office on or before SEPTEMBER 15, 1942, to save penalty addition
Please Check over Name, Address and Description, and in Case of Error, Notify Collector at once.

J. W. Pennington, Collector,
Municipal Hall, MT. LEHMAN, B. C.

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.
Jan. 25/49 [signature]

YASUMATSU, Kosaku

4041 Downs Road, Clayburn, B. C.

File 5953 Reg. #12983

EXHIBIT No. 943-7

DATE Sept. 27/48

FILLED BY Crown

"Pac. Co-op Copy"

943 - 8

EXHIBIT No.
DATE Sept. 24/48
FILED BY Crown

FARM LEASE

THIS INDENTURE made in duplicate this sixth day of April A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

KOSAKU YASUMITSU of Clayburn in the Province of British Columbia - Farmer
(Hereinafter called the Lessor)

Of the First Part

- and -

ANTHONY JACKSON of Mount Lehman in the Province of British Columbia - Farmer
(hereinafter called the Lessee)

Of the Second Part

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

East part of East half of South half of South West quarter of Section thirty three (33) Township sixteen (16) containing twenty five (25) acres more or less.

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

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of ten (10) months to be computed from the first day of April A.D. 1942 and from thenceforth next ensuing and fully to be completed and ended;

YIELDING AND PAYING THEREFOR, for the said term hereby granted unto the Lessor the sum of Two thousand ($2,000.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged)

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

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

Six (6) acres of strawberries
Three (3) acres of raspberries
Two (2) acres of rhubarb
Thirty (30) fruit trees

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

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

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any live stock, farm implements or miscellaneous tools which are left by the Lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent on the termination of

this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated.

PROVIDED that, if the Lessee shall properly operate the aforesaid lands and premises during the year 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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

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

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

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

Signed, Sealed and Delivered by KOSAKU YASUMITSU and ANTHONY JACKSON in the presence of	"K. Yasumatsu"	SEAL
	"A. Jackson"	SEAL
"M. M. Fletcher"		

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia make oath and say :-

1. That I was personally present and did see KOSAKU YASUMITSU and ANTHONY JACKSON, the parties thereto, duly sign and execute the within instrument, for the purposes therein named.

2. That the said instrument was executed at Mission City aforesaid.

3. That I know the said parties and that they are each, in my belief, of the full age of twenty-one years.

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

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

"M. M. Fletcher"

"J. M. Campbell"
A Commissioner for taking affidavits within British Columbia.

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

January 25, 1949. G. Hyde

Dated April 6th A.D. 1942

KOSAKU YASUMITSU

- and -

ANTHONY JACKSON

FARM LEASE

James M. Campbell
Barrister Solicitor
Mission City, B.C.