Name of Claimant MATSUOKA, Haruno Case 1006

Custodian File 8675

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	
					725. 87.50	)	490.51				490.51 87.50

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	

TOTAL RECOMMENDATION	578.01

CASE NO: 1006.

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

May 5, 1948.

IN THE MATTER OF THE CLAIM OF

HARUNA MATSUOKA

PROCEEDINGS AT HEARING.

Original.

CASE NO. 1006.

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

(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

10 Toronto, Ontario,

May 5, 1948.

IN THE MATTER OF THE CLAIM OF

HARUNA MATSUOKA

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
R.A. BEST, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
MRS. D.J. HANDFORD,	Official Interpreter.
A.G. VEITCH, Esq., C.S.R.	Official Reporter.

30

HARUNA MATSUOKA, the Claimant herein, being first duly sworn, testified through the Interpreter as follows:

MR. BEST: My lord, apparently the claimant has not signed this form.

Q. Would you just come over here and sign your name at this point?

A. Yes. (Witness signs form of real estate farm land.)

Q. Was that form prepared upon your instructions?

A. Yes.

10 (PARTICULARS OF REAL ESTATE FARM LAND, MARKED EXHIBIT NO. 1)

Q. You are the wife of the previous witness?

A. Yes.

Q. And this farm which you are claiming is apparently near Bradner, British Columbia.

I wonder if you would just tell us how far it is from the farm in respect of which your husband is claiming?

A. It is some distance away.

Q. I would like to know just approximately how far in

20 miles? A. I do not know.

Q. Do I understand that you and your husband and family lived on the other farm and you worked this farm, yourselves? Was that the situation?

A. Yes.

Q. It was close enough that you could do that every day and go back and forth?

THE COMMISSIONER: Yes. The distances would not be more than four or five miles.

MR. BEST: I see, my lord.

30 Q. I understand that on this property which was

registered in your name a new crop of strawberries was being planted in the spring of 1942. Is that correct?

A. I ask that my son may answer the questions because he knows more about it than I do.

THE COMMISSIONER: You have practically finished with the witness?

MR. BEST: Yes, just about, my lord.

I think perhaps with your lordship's consent we might clear up one or two points with the son.

THE COMMISSIONER: Yes.

MR. BEST: While this witness is in the box might we proceed to the chattel claim?

THE COMMISSIONER: Yes.

MR. BEST: Q. Is that your signature and was that form prepared on your instructions? A. Yes.

(PARTICULARS OF PERSONAL CHATTELS, MARKED EXHIBIT NO. 2)

Q. On this claim for personal chattels you are claiming one kitchen stove and some farm tools. Is that a different stove than your husband claimed?

A. Yes. It was mine.

Q. You are also claiming for some farm tools and your husband claimed for farm tools. Are they different tools?

A. My son is looking after that sort of thing so I do not know.

MR. BEST: All right. I think that is all I wish to ask this witness, my lord.

THE COMMISSIONER: Very well.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value.

It is submitted that the chattels were undeclared and accordingly were never found and, accordingly, are not within the terms of reference.

CROSS-EXAMINATION BY MR. HUNTER:

Q. Is that your signature on this J.P. form?

10 A. Yes.

Q. And that form was prepared in accordance with your instructions? A. Yes.

MR. HUNTER: My lord, you observe that under the statement "Personal Property" the word "none" is inserted.

THE COMMISSIONER: I see.

MR. HUNTER: That form was signed on May 8, 1942. I tender that document as Exhibit No. 3.

(J.P. FORM, STATEMENT OF ASSETS, MARKED EXHIBIT NO. 3)

20 THE COMMISSIONER: Are you also putting in the Soldiers Settlement Appraisal?

MR. HUNTER: Yes, my lord.

I tender the Soldiers Settlement Board Appraisal as Exhibit No. 4.

THE COMMISSIONER: Very well.

(SOLDIERS SETTLEMENT BOARD APPRAISAL, MARKED EXHIBIT NO. 4)

MR. HUNTER: There is an analysis but it really does not reveal any information except that nothing

30 was found or done.

THE COMMISSIONER: There is not much purpose in putting it in, then, under those circumstances.

MR. HUNTER: I do not think so, my lord.

I have here a typewritten copy of the lease from the claimant to Richmond Growers Company Limited.

I do not know whether my friend is prepared to admit this lease. It is a copy.

MR. BEST: I suppose, for what it is worth; I am not objecting to it at all, my lord.

THE COMMISSIONER: Very well.

MR. HUNTER: You observe the original lease is $300 payable April 22, 1942, together with the current taxes for 1942 and subsequently for 1943, if the lease is to continue, it is $100 and the current taxes, and for subsequent years the current taxes only.

THE COMMISSIONER: That is to Richmond Growers?

MR. HUNTER: Yes, my lord.

(LEASE, CLAIMANT TO RICHMOND GROWERS, MARKED EXHIBIT NO. 5)

THE COMMISSIONER: What is the date of that lease, Mr. Watson?

SECRETARY WATSON: April 22, 1942, my lord.

THE COMMISSIONER: Yes. Thank you.

I assume that the $300 rental fixed for the first year will have been paid for the growing crop and that is probably the explanation for the difference between the first year's rental and the subsequent years'.

MR. HUNTER: Yes, my lord.

Q. The first year when you rented to Richmond Growers, Mr. Lee, for $300, that included the crop? A. I do not know.

MR. HUNTER: I do not think there is very much more we can get out of this witness.

THE COMMISSIONER: I do not think so.

Is there anything further?

MR. HUNTER: The value of the land is assessed at $790 and improvements of $400, making a total of $1,190.

THE COMMISSIONER: At what price was this property sold?

MR. HUNTER: For $725.

THE COMMISSIONER: I notice this is one of the cases where there is a marked difference between Mr. Barnett's valuation of $550 and the valuation made by Inspector Wormworth, which was $738.50. Apparently the sale was based on the higher valuation.

MR. HUNTER: Yes. In every case the appraiser's rather than the supervisor's valuation is taken. Sometimes it is the other way. That was the consistent policy.

THE COMMISSIONER: Any re-examination?

MR. BEST: No, my lord.

I would like to call the son at this point.

THE COMMISSIONER: For what years were the assessment figures you gave me - 1942?

MR. HUNTER: For 1942, my lord.

MINORU MATSUOKA, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BEST:

Q. Mr. Matsuoka, you are the son of the previous witness? A. Yes.

Q. Did you personally do any work on this farm which was registered in your mother's name?

A. Yes, I did.

Q. According to the Soldiers Settlement Board appraisal there were some 2.2 acres of new strawberries being planted, I would take it in June, 1942, when it was made. Is that correct?

A. How many?

Q. About 2 1/5 acres of strawberries being planted in the early summer of 1942, in June, 1942?

A. Yes.

Q. Were you planting those years?

A. We were planting those years.

Q. I see. According to the sketch attached to the Soldiers Settlement Board appraisal there is a larger area - I am guessing, my lord, but I would say possibly 7 or 8 acres - which is marked "old strawberries". What was the condition of that patch of land? Were those strawberries bearing any fruit at all, or were they abandoned?

A. They were bearing fruit.

Q. They were bearing fruit? A. Yes.

Q. Did you pick any strawberries from them in the summer of 1941?

A. Yes, we did. There was one patch we did not pick on in 1942. In 1942 we got the crop out of

there. In 1941 we got one crop out of there, too.

THE COMMISSIONER: Counsel is referring to this: it shows old strawberries. I take it counsel's question is directed to the crop which may have been taken off that area?

MR. BEST: Exactly.

THE COMMISSIONER: Did you get any crop off that area in 1942? A. Yes.

MR. BEST: Q. And did you in 1941?

10 A. Yes. We got it off this one here but not this one here (indicating).

Q. You mean there is a division in that?

A. There is a division.

THE COMMISSIONER: For the purpose of the record, on page 4 of Exhibit 4 a sketch is found and in the upper right hand corner of that sketch is an area marked "old strawberries." As I take it, the area marked "old strawberries" is the area you refer to there from which you got a crop in

20 1942. Is that correct?

THE WITNESS: Yes. That is correct.

Q. Where were you planting the new strawberries, to the left? A. Yes.

Q. Which is marked on the same place as "new strawberries"? A. Yes.

THE COMMISSIONER: All right.

MR. BEST: Q. Did you personally have anything to do with taking the crop off that area marked "old strawberries" for the years previous to

30 that, which would be, say, 1941, 1940 and 1939?

Do you know as a fact, yourself, whether any crop was taken off during those years?

A. It was taken off altogether. This was a new one. 1941 was the first they took off, and 1941 or 1942. The strawberries planted in 1939 were taken out in 1940 and plants put in.

Q. In that area marked "old strawberries"?

A. Yes.

Q. Now, with respect to these small buildings on this
20 property, I take it they were not used as dwellings. One is marked a house, a small building 10 by 14. Did anyone live there?

A. Yes. We did, just for going back and forwards, from my dad's place to that place. It is about 40 miles away from my dad's to my mother's property.

Q. 40 miles? A. Yes.

Q. Did you personally live on this property when you were working it?

A. Yes. We used to go there and work on mother's a
20 week and work on dad's another week.

Q. And did you live at this small house on the land when you were working it? A. Yes.

THE COMMISSIONER: I am afraid I misdirected you. I thought there was only a difference of a few miles.

MR. BEST: My ignorance, I am afraid, is rather abysmal on that point, my lord. I did not understand what the system was, personally, my lord.

Q. You say, Mr. Matsuoka, that actually the area of this farm planted in crop would be how many acres?
30 According to the Soldiers Settlement Board

appraisal the only land under cultivation is this new strawberry area, apparently. What do you say about that?

A. Well, there was an old one there but I do not know what happened after we left there. Richmond Growers took it over. We planted the berries for them in 1942. As soon as we planted it we did not go back there.

Q. My question is on this farm how many acres were bearing strawberries to your knowledge in June, 1942? A. About 5 acres.

10

Q. About 5 acres? A. Yes. That is the new altogether.

Q. About these chattels for which your mother has claimed, she has claimed a kitchen stove and some farm tools. Do you know whether that is a different kitchen stove than the two which your father claimed for?

A. No. It is different altogether. We bought it separate for this place.

20

Q. This kitchen stove was on this place at Bradner?

A. Yes.

Q. And how about these farm tools?

A. They were in the same place.

Q. And were they left on the property?

A. Yes. As soon as we leased the land to Richmond Growers we left there, so we do not know what happened after that. We have not been back since we leased the land to Richmond Growers. I could not tell you what happened.

30

Q. Can you tell me why your mother, when she made out her J.P. form, she did not have any chattels?

A. When was this?

Q. At the time of the evacuation. My friend Mr. Hunter put in a J.P. form as an exhibit, which was signed by your mother, apparently. She said at that time she did not have any chattels. Now she is saying she had a kitchen stove and these farm tools.

10 A. As far as I know there was. I was there when it was leased to the Richmond Growers.

Q. You were there and the chattels were left there?

A. Yes.

CROSS-EXAMINATION BY MR. HUNTER:

Q. I notice the farm appraiser has stated you have 2.2 acres in new strawberries which I presume is the crop? A. Yes.

Q. And that crop was included in the $300 for the

20 first year. That is what Richmond Growers were buying. They had a lease of your place. Did that include the crop?

A. Yes; everything.

Q. Did it include the farm tools?

A. Yes; everything included.

Q. And the stove? A. Yes.

Q. You do not know why your mother said that she did not have any chattels?

A. Oh, I do not know why.

30 MR. HUNTER: That is all, thank you.

THE COMMISSIONER: That is all, thank you, Mr. Matsuoka.

MR. BEST: May I ask one further question, my lord?

THE COMMISSIONER: Yes.

RE-EXAMINATION BY MR. BEST:

Q. This question is simply about this lease which Mr. Hunter put in.

You say you were there at the time the property was leased to the Richmond Growers. Apparently the terms of the lease were $300 for the first year and $100, plus tax, afterwards?

A. Yes.

Q. I take it, as his lordship has pointed out, the reason for that was that the lease for 1942 was to include the crop? A. Yes.

Q. And thereafter $100, plus taxes, was to be the arrangement?

A. Yes. We have not collected that at all; just the $300 we collected off them for 1942.

Q. The property was sold in the meantime. All right, thank you. A. Thank you.

MR. BEST: That is all for this case, my lord.

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

A.G. Veitch

"A. G. VEITCH"
Official Reporter

Case 1006 File 8675

NOV 24 1947

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

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

(1) NAME MATSUOKA (Print) Surname HARUNA Given Name (RCMP) Reg. No. 13827

(2) Pre-Evacuation Address MATSQUI B.C.

(3) Present Address 117 EDWARD ST. TORONTO 2 ONTARIO

(4) REAL ESTATE

(a) Street Address (if any) MATSQUI City or Municipality, B.C., Province

(b) Legal description (lot number, block number, section number, etc.)

RE. R.R. #1 HANEY B.C.
MUN. OF MATSQUI THE W. ½ OF THE W. ½ OF THE N.E. ¼ OF THE
SECTION 34, TWP 13, DISTRICT OF NEW WESTMINSTER
C. OF E 50179

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

(i) Farm
(ii) Residence ~~Type of business~~
(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 - - - - - - - - - - - - - - - - $
(ii) Buildings - - - - - - - - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 5000.00
(v) Amount at which Custodian sold property and credited your account - - $ 725.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 4275.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
MATSQUI B.C.

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

(c) How stored or packed at time of evacuation
STORED IN 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") RICHMOND GROWER LTD. Co. VANCOUVER B.C.

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

1. FARM TOOL Estimated Value $ 150 00
2. 1 KITCHEN STOVE Estimated Value $ 50
3. Estimated Value $
4. Estimated Value $
5. Estimated Value $
6. Estimated Value $
7. Estimated Value $
8. Estimated Value $
9. Estimated Value $
10. Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 200 00

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) - - -

MATSUOKA - Haruno
(Claimant's Name)

REAL ESTATE
(Farm Land)

13827
Reg. No.

LAND Uncleared Cultivated not planted Cultivated and not in crop List Crops	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 - 31½ acres Cultivated - 8 acres - small fruits - strawberries	39½	Nov.18,1935	Malcolm D. Morrison	$625.00	All uncleared	None	$5000.00
Total							

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

Description	When Made	Cost
(1) Cleared 8½ acres - planted in small fruits	1935 to 1942	Hired Labour - $700.00

BUILDINGS

	Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
(1)	House	10 x 14	frame	1935	$30.00	None	$50.00	30.00	50.00
(2)	Shed	12 x 16	frame	1935	50.00	None	$50.00	20.00	30.00

EXHIBIT No. 1006-1
DATE 5 May 1948
FILED BY R. A. Best

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

Claimant and family (husband and four children) worked hard to improve this land over a period of seven years. It provided a living for family during those years, approximately $1200.00 per year net.

Hamatsuoka
Signature

1006

MATSUOKA - Haruno
(Claimant's Name)

PERSONAL CHATTELS

13827
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 kitchen stove	1935	Used	30.00	good	15.00
farm tools	1935	New and used	150.00	good	85.00

Description of Storage of Goods:

Left on farm with tenant (a Chinaman) who rented the whole place including equipment,tools, etc. in May, 1942.

EXHIBIT NO. 1006-2
DATE 5 May 1948
FILED BY R. A. Best.

General Statement as to Chattels not Described above:

Additional Comments, if any:

H. Matsuoka
Signature

FORM "JP"

FILE No. 1006 - 3

EXHIBIT

DATE 5 May, 1948.

FILED BY J.W.G. Hunter

HANEY

OFFICE OF THE CUSTODIAN

FRASER VALLEY

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: MATSUOKA, (Haruno) Mrs. Tsunehichi

HOME ADDRESS: R. R. No. 1, Haney, B. C.

REGISTRATION NUMBER 13827 SEX: Female AGE: 54

OCCUPATION: Housewife

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: ---

MARRIED? Yes.

NAME OF WIFE OR HUSBAND: Tsunehichi

ADDRESS OF WIFE OR HUSBAND: R. R. No. 1, Haney, B. C.

NAMES OF ANY LIVING CHILDREN: Yutaka (M)

ADDRESS OF CHILDREN: R. R. No. 1, Haney, B. C.

AGE OF CHILDREN: 13 years.

STATEMENT OF ALL REAL PROPERTY (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: West half of the West half of the North East quarter of Section 34, Twp 13, in the District of New Westminster, B. C.

2. BUILDINGS AND OTHER IMPROVEMENTS: Packing house

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) $34.22 for 1941, payable at Matsqui

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) Vacant at present. Leased to the Richmond Growers Ltd. for $300 for the first year and $100 for the next years including current taxes for 1943 and subsequent years.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: At home

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN Strawberries sold to Richmond Growers

---

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: I live in my husband's house at R. R. No. 1, Haney, B. C.

2. LANDLORD'S NAME AND ADDRESS: ----

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: ---

4. STATE WHEREABOUTS OF LEASE: ---

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

-----

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: See clause 9.

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:

None

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

FORM "JP

FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)

None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX:

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 8th day of May 1942

(Signature) "H. Matsuoka"

"F.T. Williams
Witness

FOR DEPARTMENTAL USE I hereby certify that the foregoing words are a copy of the original whereof they purport to be a copy. Date: June 24, 1948.

[illegible] R. Sanders

BC-375-P

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

Farm Appraisal Report

File No. JL-238

Land Description W½ of W½ of the NE¼ of Sec.34, Tp.13.

Containing 39.5 Acres

Owner's Name Haruno MATSUOKA Post Office Address Bradner, B.C.

Nearest Rail Point Bradner Distance 1½ miles

Market Town Abbotsford Distance 7 "

Church (give denomination) United Distance 1¼ "

Nearest School Bradner Distance 1¼ "

State how property was identified: Map. Surveyed road, and corner of next lot.

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

Is on the Townline Road, gravelled.

Is this district a good one? Yes.

Employment opportunity Local in berry season;nearby in hops;remote in logging and mills.

Predominating Nationality and religion: British. None predominating.

Describe Fencing and its condition: None. Value $

Water supply: Spring in bush. Value $

8675

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	x							
Roof shelter	10 x 14	boards	Roof only on posts				good	15.00
Shed	12 x 16	lumber	8'	Shkes.	new	blks.	"	40.00
BARN	x							
	x							
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

Total present day value $ 55.00

Total Value Buildings add to farm $ 55.00

Is dwelling habitable without repairs? No. If not what is your approximate estimate of cost to make it habitable? Just of use for a shelter during work periods.

$

Describe the basement and chimneys: none.

No. rooms downstairs? one Upstairs? How finished

Are buildings painted? no. Condition of paint

Distance from nearst bush close by.

EXHIBIT 1006-4
DATE 5th May 1948
FILED BY J. W. G. Hunter

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
2.6	Rolling	very deep silt loam	silty clay	Strawberries. Good.	50.00	130.00
	(This acreage contains 22 stumps of varying sizes).					

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	
36.9	Rolling to undulating	Very deep silt loam	Silty clay	Heavy clearing	average $150.00	15.00	553.50

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 $ 683.50

Total added by buildings to value of farm $ 55.00

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

Total value of farm $ 738.50

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Cultivated acreage comparatively new. Owner was there planting new strawberries when I called. Good state of cultivation, but stumps handicap operations somewhat.

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

Noxious weeds:
None in evidence.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:
Mun. & School - $31.98.
Matsqui Municipality, Mt. Lehman, B.C.

Date: 10th 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 9th day of June 1942.

Inspector's Signature "B.C. WORMWORTH"

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

JL-238 - H. MATSUOKA

Farm Appraisal Report

Remarks: This is as yet only a pioneer proposition. Not enough lan under cultivation, and no buildings

(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

Crop is Strawberries 2.2 acres. $

Of this a portion is now in process of being set out in new plants, will be completed in a couple of days. $

Owner lives on home farm at Haney, but was there working when place was inspected. $

$

$

$

$

$

Total $

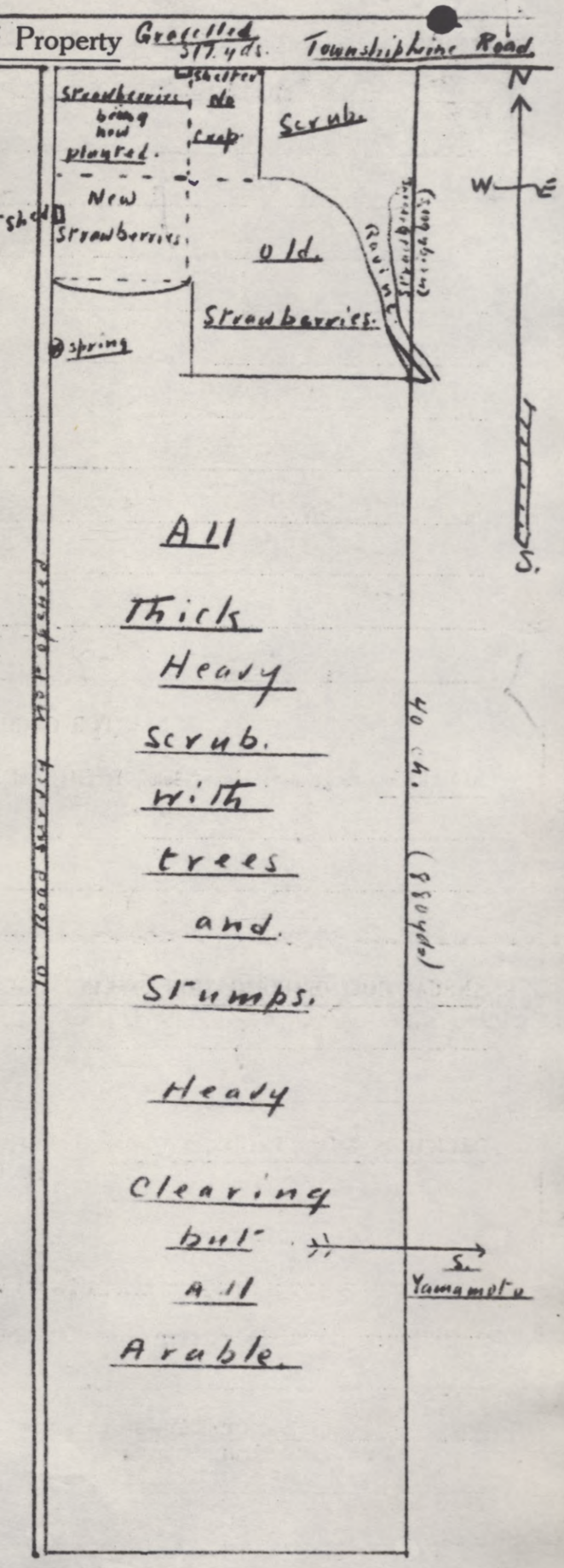
Amount fruit trees add to value of farm $

Diagram of Property

H. Matsuoka

W½ of W½ of N.E. 34. Tp. 13.

Cont. 39.5 acres more or less



Scale 4 ch To 1 inch

Following careful review of this appraisal report, it is my opinion that the present value is $ 550.00

Date 11th June 19 42.

"I.T. BARNET"

District Superintendent.

1006 - 5
EXHIBIT No.
DATE 5 May 1948
FILED BY J.W.G.Hunter

THIS INDENTURE made in duplicate the 22nd day of April in the year of our Lord one thousand nine hundred and forty-two

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN

HARUNO MATSUOKA of the Town of Haney in the province of British Columbia Wife of T.Matsuoka.

hereinafter called the "Lessor" of the First Part

AND

RICHMOND GROWERS CO LTD of the city of Vancouver, in the province aforesaid. Merchants

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 Matsqui, in the Province of British Columbia and more particularly known and described as the West Half of the West Half of the North East Quarter of Section Thirty-four(34) Township Thirteen(13) 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 22nd day of April One thousand nine hundred and forty-two for the term of One Year thence ensuring YIELDING during the said term therefor the rent of Three Hundred (300)Dollars, of lawful money of Canada, payable on the following days and times that is to say: $300.00 payable April 22nd, 1942, together with the current taxes for 1942. It is herein provided that if the Lessor is unable to repossess the aforesaid properties at the end of the term hereby granted, the Lessee may continue in possession of the property at the full yearly rental of $100.00 and current taxes for 1943, and for subsequent years for the payment of the taxes only. If the Lessor, after the first year, wishes to repossess the property during the crop period, he shall pay the Lessee reasonable compensation for the crop planted and not harvested, or he shall permit the Lessee to harvest the crop so planted.
The first payment to be made on the 22nd day of April 1942.
THAT the said Lessee covenants with the said Lessor to pay rent 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 forfieture 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 sibgular 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 year first above written.

SIGNED SEALED AND DELIVERED IN THE	)	
PRESENCE OF:	)	
Signature of witness:"Halbert Menzies	)	HARUNO MATSUOKA (Signed)
Haney, B. C.	)	
Notary Public	)	RICHMOND GROWERS CO.LTD.
		Per L.K.LEE(Signed)

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

June 30th 1948

G. M. McSeaty