

2887

OFFICE OF THE CUSTODIAN 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: SETO, Masutaro

HOME ADDRESS: Dewdney Trunk Rd., Haney

REGISTRATION NUMBER I4012 SEX: Male AGE: 53

OCCUPATION: Farmer

(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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Haru

ADDRESS OF WIFE OR HUSBAND: Dewdney Trunk Rd., Haney

NAMES OF ANY LIVING CHILDREN: Susumu (M), Isamu (M).

ADDRESS OF CHILDREN: Dewdney Trunk Rd., Haney.

AGE OF CHILDREN: 23, 21.

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

1. LOCATION AND DESCRIPTION: Dis. Maple Ridge, Rol # 1624, Lot "B" of 4, Sec 396, Twnshp. 12, Map 830. (situated on Dewdney Trunk Rd., Haney) About 10 acres.

2. BUILDINGS AND OTHER IMPROVEMENTS: 1 storey 6 room frame house, woodshed, barn, 5 packing sheds, garage.

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

4. TAXES (Amount and where payable) \$36.94, payable at Haney. 1941 paid.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Mortgage to L.A. Little, Hammond, B.C.

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Registry Office, New Westminster.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN Strawb., raspb., blackb., asparagus, gooseb., rhubarb,
redcurrant, blkcurrant, possumb., fruit trees, peas.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See Page I / I
2. LANDLORD'S NAME AND ADDRESS: as above
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: as above
4. STATE WHEREABOUTS OF LEASE: as above
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) as above
6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Chesterfield, tables, chairs, stoves, closet, beds, cabinets, to be left in house.

Fixture, including pump, electrical equipment, plow, harrow, cultivator, sleigh, wagon, scales,

3 ladders, 38 strawb trays, 1 load Hay, 70 strawb crates, 12 rasp crates, 3 sacks

fertilizer, saw, chicken wire, posts, 3 gals. lime sulphur, to be left in BARN. Keys to

left at local Police Station in event of evacuation.

S. sold by auction 5/4/45

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

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: None

LIABILITIES:

1. PERSONAL DEBTS: None
2. TRADE DEBTS: None

REMARKS:

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 9th day of April 1942.

(Signature)

Masintaro, S. B.

A. G. McArthur

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Nov 5/43.

Our File No. 2887

Full Name SETO, Masutaro
(Surname in Block Letters)

Registration No. 14012

Male - Female
(check)

Age June 27, 1889

Former Address R.R. #1, Haney, B.C.

Date Evacuated Apr. 11/42 Naturalized - Canadian-Born - National
(check)

Present Address 600 Jamieson Ave.,
Elmwood, Man.

Married - Single
(check)

Name of Wife ^{nee} (TAKAO) 3598
Kum # 14013

Name of Husband

Name of Mother ? Shimizu Name of Father Tokujiro (Deid)

Names of Children under 16 (Japan)

Requested by CCP

Registered with Custodian
(Yes or No)

Additional Information Farmed Owner of 10
acres, '27 Cher.

22
H2 165 10

REAL PROPERTY SUMMARY

File 2887

V.L.A. B.C. 146-P

JAPANESE NAME: Masutaro SETO - - Reg. No. 14012

CATALOGUE NO: Part of The Director, The Veterans' Land Act first offer.

PROPERTY ADDRESS: No. 2653 Dewdney Trunk Road, Haney, B. C.

LEGAL DESCRIPTION: Lot "B" Block 4 of Lot 396 Group 1 Map 2174 Municipality of Maple Ridge in the District of New Westminster.

TITLE: In name of Masutaro Seto.

ENCUMBRANCE: 47446-C 29th November 1921 Mortgage in Fee to William Little for the sum of \$1800.00 with interest at the rate of 10% per annum.

86011-C 23rd May 1942 Assignment of Mortgage No. 47446-C from William Little to Thomas Davison.
Vesting in Custodian 25098, 10th December 1942.

ASSESSED VALUE: 1942 - 9.368 acres.
Land \$940.00
Improvements \$900.00 Total \$1840.00 Taxes \$40.35.

CLASSIFICATION: Berry farm with dwelling. Custodian's inspector on 20th May 1942 reported 2 acres strawberries $\frac{1}{2}$ acre raspberries, $\frac{1}{2}$ acre red currants, $\frac{1}{2}$ acre black currants, $\frac{1}{2}$ acre gooseberries, $\frac{1}{2}$ acre rhubarb, total $3\frac{3}{4}$ acres in crop. Also a 1 storey 6 room frame house 22 x 36 in fair condition, woodshed, barn, garage and 2 packing houses. Unoccupied at date of inspection.

HISTORY OF ADMINISTRATION: Property was leased by the Custodian as from 12th May to 31st December 1942 - to W. Clappison on a basis of 50 per cent of net returns of the crop, which net amounted to \$68.23 and was paid to the Custodian. This lease excepted the house and portion of the farm upon which it was situated.

The house and portion of farm excepted were leased by the Custodian on October 5th, 1942, to Frank Fairbrother at a monthly rental of \$8.00, storage space for owner's chattels being reserved. This lease continued in effect to September 3rd, 1943.

The property, save that portion leased to Fairbrother as above, was leased by the Custodian to Mike Tribula as from 31st March to 31st December 1943 for \$70.00, paid to The Director, The Veterans' Land Act.

Buildings were insured by the Custodian for 3 years as from 29th May 1943 in the amount of \$1500.00, and the policy assigned to the Director, The Veterans' Land Act. Premium of \$32.50 paid by The Director, The Veterans' Land Act.

On August 10th, 1944, there was owing on the registered mortgage to William Little assigned to Thomas Davison a balance on principal of \$800.00 and interest \$109.45. This was paid in full and a discharge of mortgage registered.

SOLD: To The Director, The Veterans' Land Act for \$1389.00 as at
1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS: Released to the credit of Masutaro Seto - Sale price \$1389.00
plus 1942 crop return of \$68.23 plus rental from Frank Fair-
brother \$88.00, a total of \$1545.23; less interest on mortgage
\$64.00, principal and interest on mortgage \$909.45, taxes \$46.17,
allowed The Director, The Veterans' Land Act on Fairbrother lease
\$64.00, Certificate of Encumbrance \$1.00, registration fee
\$3.00, legal fee \$15.00, total debits \$1102.62. Net amount
released \$442.61.

TITLE: Included in G. of T. 172825-E, and payment of consideration
to Custodian included in cheque dated April 28th, 1944.

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

DATED November 29th, 1945.

William A. Pherson

IM:ML

ACRES	LEVEL, SLOPE, DRAINAGE OR RELAY	SOIL (See Page)	SUB-SOIL	CROPS AND QUALITY OF CROPS	VALUE PER ACRE	TOTAL
8.98	Gentle slope north This includes the fallow land.	Clay loam 1' to 16"	Clay	Asparagus, ramps, strawberries, goose- berries, black currants rhubarb.	\$120.	\$740.00
Area which can be cultivated without cost other than for breaking.						
1.0	Side hill to ravine.	Clay loam 1' to 16"	Clay	Now sod. Could be utilized for crops.	\$50.	75.00
Area which can be cultivated after a reasonable amount of clearing timber, stumps, drainage, etc.						
	LEVEL, SLOPE, DRAINAGE OR RELAY	SOIL (See Page)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
	I am very doubtful if any of the bush grown ravine would be worth actual clearing. Spots could, of course, be picked out and hand cleared.					
Area Unsuitable for Cultivation.						
1.945	CHARACTER OF LAND E. G. BRAY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKTABLE		VALUE OF LAND PER ACRE
	Brush grown ravine with part year creek			Just brush and stumps.		-

Total value of Land \$815.00

Total added by buildings to value of farm \$600.00

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

Total value of farm \$1415.00

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

Property is vacant. Japanese owner was among the first to be moved out. Nothing has been attempted in the way of cultivation since. Growth is sickly and weeds BAD, plus Canada thistle through the centre.

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

With proper care small fruits; bush fruits and asparagus can be successfully grown and fallow land easily drained to ravine.

Notable weeds: Canada thistle worst offender.

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

Municipality Maple Ridge. Land, School and Library \$40.00.

Date: May 14th, 1942.
Place: New Westminster

I certify that the above report is based on a personal examination of the whole farm made on the 15 day of May 1942

Inspector's Signature

"T. GONFREY"

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

Farm Appraisal Report

Remarks: Fronting on north side of Dawdney Trunk Road less than half mile from Maney. Property is vacant. Apart from approximately one acre at north end which is good sandy loam, the soil is clay loam. The evidence points only fair care over at least a year. There are half a dozen ancient apple trees in south east corner among the mixed fruits. Their shade is not beneficial to the growing crops.

I was unable to see into the modest dwelling. Immediately opposite on south side of road Messrs. Clappison Bros., local butchers, built fine houses in 1941, each on a lot 60x125. They inform me they paid \$125.00 each for each lot. This farm will not sub-divide into lots. Mr. Clappison informed me that they are the caretakers and are taking off the crops on a 50:50 basis for the season. Most of the crops will be sold in their own store in Maney. I doubt very much if they will touch the cultivation at all. They will get what they can out of it at smallest cost.

(FOR ORCHARD LANDS ONLY)

REMARKS: to general use 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.)

		<u>Present Value</u>
Inter-cropped raspberry, gooseberry, black		\$
currants, few strawberry	0.15 ac.	
Pears	0.40	\$
Asparagus	0.97	
Khubarb	0.37	\$
Strawberries	0.95	
Black Canada Thistle here. Fallow	3.00	\$

This fallow includes a parcel of old neglected strawberry
which will probably supply some small jam berries
this year if they survive the weeds.

Total \$

Amount fruit trees add to value of farm \$

NAME SETO, Masutaro

REGISTRATION NO. 14012

FILE NO. 2887

The following chattels were sold by public
auction at Haney, B. C. on 17/3 - 24/3 - 5/4/45.

Plough	\$ 5.00	10
Chesterfield suite	13.00	1
5 Chairs	2.00	2
Air tight heater	1.50	4
Cupboard	0.50	
2 Cupboards	3.00	
Dining table	7.00	

Total
Less Expenses: (Auctioneer's Fee: \$ 3.20
(Advertising: 0.56
(Moving: 5.46

Net Proceeds Credited:

\$ 32.00
9.22
<u>22.78</u>

Members of Custodian Staff Present. Mr. Moryson

Extracted from Auctioneering List No. Haney 14.

Remarks.

File No. 2887

Date April 5, 1945.

SUMMARY

Name: SETO, Masutaro

Address: Hanay, B. C.

(1) - We have today moved to auction room at Hanay, B. C. effects as per enclosed list at a total cost of \$ 4.87 as per attached bill.

(2) - We have also moved the personal effects as per attached list to storage at Hanay where they will remain until called for. Cost of moving is included in bill above.

(3) - We have sold to the tenant articles as per attached list at \$ for which herewith cheque or cash.

(4) - After the above transactions, the following important shortages were noticed between the original inventory as taken by this office, and the effects accounted for as above:

Goods missing: Reales, straw crates, cultivator, harrow.

Chattels left on property as having no salable value:

2 Small tables, stove (burnt out), wooden bed, old harness pieces.

The tenant gave us the following explanation:

Present tenant has no knowledge of articles missing.

MEMORANDUM

File No. 2887

September 2nd, 1944

TO: FILE

FROM: Mr. W. J. Iverson

Re: SETO, Masutaro

Mr. Moryson advises that he believe all the subject Japanese' effects are still on the premises, nothing has been liquidated yet and he will check the belongings in due course.

WJI/MHC



[illegible]

File No. 2882.

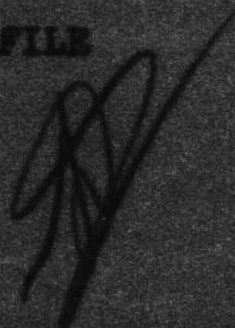
CLAIMS DEPARTMENT

August 30th, 1944.

Masutaro SETO - Reg. No. 14012

CREDITORS:

NO CLAIMS ON FILE



BRD:DE

Claims closed

30-8-44

B

MEMORANDUM

To: File 2887

24th June 1943

From: Specified Articles Department

Re: SETO, Masutaro - Reg. 14012

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
CAR	1927 Chevrolet No. C9 License No; (42) 70278	\$25.00

Sold to: Campbell Motors

Date: 21st August 1942

Selling Price: \$25.00

OB
x Appraised by Consolidated Motors (checked)
W. W. McArthur / R. L.
26-342 (Rest on file
with translation)

Rev. Res. No.

PROVINCE OF BRITISH COLUMBIA.
"MOTOR VEHICLE ACT."
OF TRANS

NOTICE OF TRANSFER OF MOTOR-VEHICLE

License No. 202-78
Year

Year: 1942

NOTICE OF TRAIL
To the Commissioner of Provincial Police, Victoria, B.C.:
Notice is hereby given that the motor vehicle
the particulars whereof

Notice is hereby given that the motor-vehicle (Name, the particulars whereof are set forth in M.

Motor-vehicle (Name) Chevrolet
 are set forth in Motor-vehicle Licence No. 1000
 authorized 1000
 vehicle 1000

Motor-vehicle Licence No. 70278 Chevrolet
of the Department of the Customs
under the provisions of the Customs
and that the said

and that the garage or place where the said motor-vehicle will hereafter be kept is at _____

style Couch
H.C., which is attached hereto, has this day
as the vested owner
of the said motor
C. 1665 as amended.
(Surname.)

Dated this 21 day of February, 1968

Dated this 21 day of August
Signature of transferor _____
Place of _____

Signature of transferor

Place of residence of transferor

Signatures of transferees

Place of residence of transferee.

* M.V. II-100M

THE PRESCRIBED FEE OF SEVENTY-FIVE CENTS IS ATTACHED HERETO.

(City of New York)

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

Detachment

Seizure No.

FOR USE WHEN APPLICABLE

Detachment File No.
Sub-Division File No.
Division File No.
Headquarters File No.

Detachment
Sub-Division
Division
Date

19

RE:-

Masutaro SETO R R No 1 KAWA Y C

On

19

42

Goodfellow K H OWNER'S NAME

Came into possession of the following goods by:-

STATE BRIEFLY AUTHORITY, ETC., WHETHER BY SEARCH WARRANT, ETC.

NO. OF PAGES	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
	<p>LICENSE NO. MAKE & MODEL SERIAL NO. ENGINE NO. SPEEDOMETER READING CONDITION</p>	<p>TIRE NUMBERS</p> <p>(42) 70278 Chev (27) 800680 3604608 42701 Peer</p>
	EXTRA EQUIPMENT	None
	DESCRIPTION & CONDITION VERIFIED	2 Windows and Door Broken
	<p>Signature of Owner Japanese Registration No. 14012</p> <p>Handed over to representative of Custodian whose signature in receipt thereof appears hereunder</p> <p><i>J. J. Allan</i></p>	<p>EXHIBIT No. 1356-7</p> <p>DATE 4 June 1948</p> <p>FILED BY J. W. G. Hunter</p>
	DATE:	
		<i>R. R. No 1 KAWA Y C</i>

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. 2857

MUNICIPALITY: Maple Ridge.

Date: May 20th. 1942.

NAME: SETO. Masutaro,

REGISTRATION NO. 14012

ADDRESS: 2653 Dewdney Trunk Road, Haney, B.C.

PROPERTY:

ACREAGE: 10.

KIND OF CROPS: Strawberries, Raspberries, Red C. Black C. Goose B. Rhubarb.

APPROXIMATE ACREAGE OF EACH: s. 2. $\frac{1}{4}$. $\frac{1}{4}$. $\frac{1}{4}$. $\frac{1}{4}$. $\frac{1}{4}$.

HOUSE: VACANT: Yes. OCCUPIED

DESCRIPTION 1 Story wooden frame house ROOF: Shingle.

SIZE: 22 x 36. NO. OF ROOMS 6.

CONDITION: Fair.

OTHER BUILDINGS: Woodshed, Barn, Garage. 2 Packing houses.

NAME OF LESSEE OR RENTOR: None.

TERMS:

WATER: "Well" ON: OFF:

LIGHT: ON: Yes. OFF:

REMARKS: Boarded up.

INVENTORY OF CHATTELS LEFT ON PROPERTY
Stored in house.

Heater.
Chesterfield & 2 Chairs.
2 Small tables.
7 Kitchen chairs.
Dining room table.
China cabinet.
Small platform scale.
Kitchen stove.
Wardrobe, with cupboard & 3 drawers.
Wooden bed complete.

In packing house.
About 64 Strawberry crates with boxes.

Barn:

Plow.
Cultivator. (Horse drawn)
Harrow.
Set single harness.

Signed:

I. C. Randall.

BC-146-7
BC-488-B

Farm Appraisal Report

File No. 3.2.58

Land Description Lot B. of portion of Lot 396 Qd. 1 Map 8174.

Containing 9.558 Acres

Owner's Name MASUTARO SETO

Post Office Address R.R. Haney

Nearest Rail Point Haney, C.P.R.

Distance 2 mile

Market Town New Westminster 20 miles. Good local shopping centre and Co-operative Fruit Agency

Church (give denomination) All denominations within

Distance 1 mile

Nearest School Haney, both Public and High

Distance 1 "

State how property was identified: Road, posts and map check.

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

Yes. It fronts on the Dewdney Trunk Road. Hard-surfaced.

Is this district a good one? Yes, quite, good city homes opposite.

Employment opportunity Limited to 2 mills and brickyard.

Predominating Nationality and religion British, Protestant.

Describe Fencing and its condition Wire fence all round. Poor repair. Value \$

Water supply: Just a dug domestic well in the clay, sufficient for home use. There are two wells. Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	26 x 40	Frame	12	Shgle	20	Posts	fair	\$600.00
attached	x					Wood		
woodshed	16 x 20	"	8	Shke	20	"	poor	-
BARN	x							
Garage	12 x 16	"	8	Shgle	10-12	"	fair	50.00
BARN	20 x 30	ash. lumber	14	Shke	old	"	poor	salvage value
"	48 x 40	"	12	"	"	"	"	40.00
CHICKEN	x							
	x							
	x							
	x							

Electric light is installed. House boarded up and vacant.

Total present day value \$ 670.00

Total Value Buildings add to farm. Note: House close boarded up. \$ 600.00

Interior not seen

Is dwelling habitable without repairs? ? If not what is your approximate estimate of cost to make it habitable? I find corner post rotted badly. Surmise all posts badly rotted.

Probable all wood finish inside.

\$ 50.00

Describe the basement and chimneys: No basement. Concrete block chimneys (2).

No. rooms downstairs 5 or 6 Upstairs? nil How finished I think all plain wood.

Are buildings painted? No Condition of paint "

Distance from nearest bank All along.

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

GEO. A. SHEWFELT

Real Estate

Insurance

Notary Public

HANLEY, B.C. May 26th. 1942

EVACUATION SECTION	
Rec'd	MAY 27 1943
File No.	
Ans.	Sh. 4
Referred	Gibson

Secretary of State

Mr. S. M. Gibson

Vancouver, B.C.

File No. 2887

Dear Sir

Re: Masutaro Seto

I have this day inspected the Buildings on the above Property and I find two of the Packing sheds are not worth Insuring, however the following are eligible for Insurance.

Dwelling for \$1000. for three years---	\$15.00
Barn for \$300. do ---	5.40
Garage for \$100. do ---	1.80
Woodshed for \$50. do ---	.90
Packing House \$50. do ---	.90

Total Premium for 3 years --- \$24.00

Geo A Shewfelt
Valuator, Hanley B.C.

(43)

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 Hanley
 in the
 Province of British Columbia this
 17th day of April
 A.D. 19 42.

H. M. [Signature]
 A Notary Public in and for the Province of British Columbia.

[Signature]

2687

This Indenture

Made in duplicate this 29th day of November in the year of
Our Lord one thousand nine hundred and Twenty-one

In Pursuance of the Act respecting Short Forms of Mortgages Between

MASUTARO SETO, Japanese Farmer, residing at Port Hammond,
in the Province of British Columbia.

(hereinafter called the Mortgagor)
of the FIRST PART

And

WILLIAM LITTLE, Retired Farmer, residing at Port Hammond
in the Province of British Columbia,

(hereinafter called the Mortgagee)
of the SECOND PART

WITNESSETH that in consideration of the sum of -----
Eighteen Hundred-----Dollars of lawful money of Canada now paid by the said
Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), the said Mortgagor
DOTH GRANT AND MORTGAGE unto the said Mortgagee his heirs and assigns for ever:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in
the Municipality of Maple Ridge
Province of British Columbia, more particularly known and described as Lot "B", of Block
Four (4), in subdivision of Lot Three Hundred and Ninety Six (396)
Group One (1), Map 2174, in the District of New Westminster.

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

PROVIDED this mortgage to be void on payment of -----Dollars of lawful money of Canada, with interest at 10 per cent. per annum, both before and after maturity, as follows: The said principal sum of \$ 1800,00 is to be paid on the 29th day of November, 1924

with interest for the same at the rate aforesaid, payable by equal instalments of \$ 90.00 on the 29th day of May and November in each and every year until the principal is paid, without any deduction whatsoever, the first payment of interest to be due and payable on the 29th day of May 1922; arrears of both principal and interest to bear interest at the rate above mentioned, and such interest on arrears to be a charge on the land in the same manner as all other money hereby secured and to be payable on the days and dates hereinbefore provided for payment of interest; and taxes and performance of Statute Labor.

And the said Mortgagor COVENANTS with the said Mortgagee that he will pay any Tax which may hereafter be levied on the Mortgage in respect of the Mortgage Money and interest.

The said Mortgagor COVENANTS with the said Mortgagee that the Mortgagor will pay the Mortgage money and interest and observe the above proviso;

THAT the Mortgagor has a good title in fee simple to the said lands;

AND that he has the right to convey the said lands to the said Mortgagee;

AND that on default the Mortgagee shall have quiet possession of the said lands, free from all encumbrances;

AND that the said Mortgagor will execute such further assurances of the said lands as may be requisite;

AND that the said Mortgagor has done no act to encumber the said lands;

AND that the said Mortgagor will insure the buildings on the said lands to the amount of not less than Currency;

AND the said Mortgagor doth RELEASE to the said Mortgagee all his claims upon the said lands, subject to the said Proviso.

PROVIDED that the Mortgagee may distrain for arrears of interest; PROVIDED that on default of the payment of any instalment of principal or of interest hereby secured or taxes as hereinbefore provided, the principal hereby secured shall immediately become due and payable.

AND IT IS HEREBY AGREED between the parties hereto that the Mortgagee may pay any taxes, rates, levies, assessments, charges, moneys, liens, costs of suit or matters relating to liens or encumbrances on said land, or pay any property, mortgage, or income tax imposed, or that may be imposed, on the Mortgagee or the Mortgagor in respect of the said property or this Mortgage, insurance premiums and valuations' fees together with all costs and charges which may be incurred by taking proceedings of any nature in case of default by the Mortgagor, and the amount so paid shall be a charge on the said lands in favor of the Mortgagee and shall be payable at the time of payment of the next instalment of interest, with interest at the rate aforesaid until paid; and in default, the power of sale hereby given, and all other remedies, shall be forthwith exercisable.

PROVIDED that the said Mortgagee on default of payment for month may on notice enter on and lease or sell the said lands.

PROVIDED also that no purchaser at any sale purporting to be made in pursuance of the aforesaid power, shall be bound or concerned to see or enquire whether any such default has been made or continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity, or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly, and the remedy (if any) of the Mortgagor, in respect of any impropriety or irregularity whatsoever in any such sale, shall be in damages only.

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands.

PROVIDED also that any notice or notices to be given under the provisions of this Mortgage may be effectually given during the lifetime of the said Mortgagor or after his death by leaving such notice or notices with some person on the said lands, if occupied, or by posting the same thereon, if unoccupied, or at the option of the Mortgagee by publishing the same in two consecutive issues of some newspaper published or circulating in the
of
and such notice or notices shall be sufficient, though not addressed to any person by name, and notwithstanding any person to be affected thereby may be unborn, unascertained or under disability.

THE MORTGAGOR doth hereby attorn and become tenant from year to year to the Mortgagee from the day of the execution hereof (during the term of this Mortgage) at a rent equivalent to, applicable in satisfaction of, and payable at the same time as, the interest on the principal hereinbefore provided to be paid; the legal relation of the landlord and tenant being hereby constituted between the Mortgagee and the Mortgagor, provided that on default of payment of rent or interest, the Mortgagee may enter on the said lands and determine the tenancy hereby created without notice; but it is agreed that neither the existence of this clause, or anything done in virtue thereof, shall render the Mortgagee, a Mortgagee in possession, so as to be accountable for any moneys except those actually received.

THE ATTACHED IS A TRUE COPY OF THE TYPING OF THE MORTGAGE
BETWEEN M. SETO AND WM. LITTLE, DATED NOVEMBER 29, 1921.

[Signature]
A Notary Public in and for the
Province of British Columbia

DECEMBER 31, 1942.

WHEREVER the singular or masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

PROVIDED always and it is hereby declared and agreed that the terms "Mortgagor" and "Mortgagee" whenever used throughout those presents shall be deemed to include and bind their heirs, executors, administrators and assigns respectively.

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

Signed, Sealed and Delivered
IN THE PRESENCE OF

State full name,
address and oc-
cupation of wit-
nesses.

"Ellerton Simpson Hopper"
Bank Manager
Port Hammond, B.C.

"Masutaro Seto" (Seal)

FOR ATTORNEY

I ~~Hereby Certify~~ that, on the _____ day of _____, 194____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence _____, who is) personally known to me, appeared before me on oath of _____ and acknowledged to me that he is the person who subscribed the name of _____ to the annexed instrument as the maker thereof, that the said _____ is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said _____, knows the contents of said instrument, and subscribed the name of the said _____ thereto voluntarily as the free act and deed of the said _____ under authority of a power of attorney which has not been revoked.

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

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

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

Dated _____ November 29 _____ 194____ 21

M. Seto
—TO—
Wm. Little

Mortgage
SHORT FORM

Mortgage & Charge Ltd., Law Printers and Stationers,
Vancouver, B.C.

Lot "B", Block 4/396

47446

FOR MAKER (INCLUDING MARRIED WOMEN)

I ~~Hereby Certify~~ that on the 30th day of November 19 21, at Port Hammond, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____, who is) personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the Maker thereof, and whose name subscribed thereto as part and that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at Port Hammond British Columbia, this 30th day of November in the year of our Lord one thousand nine hundred and twenty-one.

"S.L. Lazenby"

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

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

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I _____, of the _____, in the Province of British Columbia, make oath and say:

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

Sworn before me at _____ in the _____ Province of British Columbia, this _____ day of _____, 194____.

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

287
THIS INDENTURE made this 23rd day of May 1942;

BETWEEN

JOHN FORSGREN, of 3404 West 8th Ave., Vancouver, B.C.
as Executor of the Estate of the late
Lydia Ann Little, of Hammond, B.C., here-
inafter called the "Assignor"

of the First Part,

AND

THOMAS DAVISON, of Haney, in the said Province of British
Columbia, Farmer, hereinafter called the
"Assignee,"

of the Second Part;

WHEREAS by a mortgage dated November 29th 1921, MASUTARO
SETO, Japanese farmer of Hammond, B.C., did grant and mortgage the
land and premises therein and hereinafter described to William Little
Retired Farmer of Hammond, B.C., his heirs and assigns, for securing
the sum of \$1,800.00 and interest as therein mentioned, and there
is now owing upon said mortgage the sum of \$800.00 with interest at
8% per annum from November 29th 1941;

AND WHEREAS the said mortgage has been transmitted to and
now forms part of the estate of the late Lydia Ann Little of Hammond,
B.C., and the Assignor as Executor thereof has agreed to sell and
assign the same to the Assignee for the sum of \$750.00;

NOW THEREFORE THIS INDENTURE WITNESSETH that in consideration
of the premiese and the said sum of Seven Hundred and fifty Dollars
(\$750.00) now paid by the Assignee to the Assignor, the receipt of
which is hereby acknowledged, the said Assignor doth hereby ASSIGN,
TRANSFER AND SET OVER to the Assignee his heirs, Executors, Admin-
istrators and assigns, all the said mortgage, and the moneys secured
thereby, namely the said sum of \$800.00 with interest at 8% per
annum from November 29th, 1941, and all moneys which may hereafter
become due thereunder, and with the full power and authority to use
the name of the assignor to enforce covenants contained in said mort-
gage and with the full benefit of all powers and covenants in the
said mortgage contained;

AND the said Assignor doth hereby grant and convey unto the
aid Assignee his heirs Executors Administrators and Assigns, all 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 being Lot "B" of Block Four (4) in subdivision of Lot Three Hun-
dred and Ninety six (396) Group One (1), Map 2174, in the District of
New Westminster;

TO HAVE AND TO HOLD the said mortgage and monies and lands
to the use of the said Assignee his heirs Executors Administrators
and assigns absolutely forever, but subject to the terms contained in
said mortgage.

IN WITNESS WHEREOF the said Assignor has hereunto set his
hand

SIGNED and delivered)

in present of

"C.F. Campbell"

Haney B.C.

Solicitor

"John Forsgren"

Executor of the Estate of
Lydia Ann Little, Deceased.

THE ATTACHED IS A TRUE COPY OF THE COPY OF THE ASSIGNMENT OF
MORTGAGE BETWEEN JOHN FORSGREN AND THOMAS DAVISON DATED MAY
23, 1942.

Davidson

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

DECEMBER 31, 1942.

Discharge of Mortgage

Know all Men by these Presents

That **THOMAS DAVISON,**

of **Haney,**

in the Province of **British Columbia,**

DO HEREBY CERTIFY

That **MAOUTARO SETO #14012**

Adley in the Province of **British Columbia,**

has satisfied all money due or to grow due under a certain Indenture of Mortgage made by

Maoutaro Seto #14012,

as Mortgagor, to **William Little,**

as Mortgagee

for the sum of **Eighteen Hundred Dollars (\$1800.00)** -----Dollars,

which said Mortgage ~~was made~~

~~MAOUTARO~~

Adley and was registered in the Land Registry Office in the City of **New Westminster,** in the Province of **British Columbia,** on the **29th** day of **November, A. D.,**

1944 under number **474460,** and which said mortgage was assigned on the **23rd day of May, A. D., 1942,** under assignment no. **474460** to **Thomas Davison of Haney, British Columbia,**

The following is the description of the lands and premises released and discharged hereunder:—

All and singular that certain parcel or tract of land and premises situate, lying and being

in the Municipality of Maple Ridge, in the District of New

Westminster, Province of British Columbia, and more particularly

known and described as Lot "B" Block 4 of Lot 396, Group 1, Map 2174.

(WE) (I) DO FURTHER CERTIFY that the said Mortgage has not been assigned; that I am entitled to receive the money; and that said Mortgage is therefore discharged.

SIGNED, SEALED AND DELIVERED at **Haney B.C.**

this **8th**

day of

May

A.D. 1944

SIGNED, SEALED AND DELIVERED

in the presence of

Signature

Address

Occupation

Morgan
Haney, B.C.
Tellman

Thos Davison

(If given by a Company) The Common Seal
of

was herewith affixed in the presence of:

ACKNOWLEDGMENT OF OFFICER OF A CORPORATION
I HEREBY CERTIFY that, on the _____ day of _____, 194____, in the Province of British Columbia, (whose identity has been proved by the evidence on _____, who is) personally known to me, _____, and that he is the person of the said _____ and affixed the seal of the _____

oath of _____ appeared before me and acknowledged to me that he is the _____ who subscribed his name to the annexed instrument as _____

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, _____ day of _____ at _____ British Columbia, this _____ in the year of our Lord one thousand nine hundred and forty-_____

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

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

Discharge of Mortgage
CHONG & MCMASTER
SOLICITORS
RANDALL BROS
VANCOUVER B.C.

MASUTANO SOTO FLORES

THOMAS DAVISON

Dated _____ 194____

36437

FOR MAKER (INCLUDING MARRIED WOMEN)
I HEREBY CERTIFY that, on the _____ day of _____, 194____, in the Province of British Columbia, (whose identity has been proved by the evidence on _____, who is) personally known to me, appeared _____ the person _____ mentioned in the annexed Instrument as _____ subscribed thereto as part _____ of the full age of twenty-one years.

oath of _____ before me and acknowledged to me that _____ the maker _____ thereof, and whose name _____ contents thereof, and that _____ executed the same voluntarily, and _____

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, _____ day of _____ at _____ British Columbia, this _____ in the year of our Lord one thousand nine hundred and forty-_____

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

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

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA
To Wit: **JACK MORISON**

of _____ make oath and say:

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

Sworn before me at _____ 9th _____ 194____
in the Province of British Columbia, this _____
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

Mayson

Extract from Lease.

Lease No. 445.

File No. 2887.

Lessor: The Secretary of State. (Masutaro SETO)

Lessee, Mike TRIBULA.

Date: 22nd March, 1943.

Term: 9 months from 31st March, 1943 to 31st December, 1943.

Consideration: \$70.00 on 15th July, 1943. No Taxes.

Property:

Land: Lot "B", Block 4 of Lot 396 Gp.1, Map 2174, save & except the S.W. portion of said land described as: Commencing at a point the S.W. corner of Lot B, thence Easterly 78 ft. more or less to a driveway, thence northerly 300 ft. more or less to the rear wall of the barn, thence westerly 78 ft. more or less, thence 300 ft. to the point of commencement together with a right-of-way over the driveway referred to, upon which is situate a house, garage and barn. (2653 Dewdney Trunk Rd.) Municipality of Maple Ridge.

Buildings: ~~Included~~. Space reserved for storing chattels.

Chattels: Not included.

Extract from Lease.

Lease No. 81.

File No. 2887.

Lessor: The Secretary of State. (Masutaro SETO)

Lessee: Frank FAIRBROTHER.

Date: 16th December, 1942.

Term:

Consideration: \$8.00 monthly on 5th day every month. No Taxes.

Property:

Land: S.W. portion of Lot "B" Block 4 of Lot 396 Op.1, Map 2174 upon which is situate a house, garage & barn, and more particularly described as: Commencing at the S.W. corner of Lot B, thence Easterly 78 ft. more or less to a driveway, thence northerly 300 ft. more or less to the rear wall of the barn, thence Westerly 78 ft. more or less, thence southerly 300 ft. to the point of commencement together with a right-of-way over driveway referred to. (2653 Dewdney Trunk Road). Municipality of Maple Ridge.

Buildings: Included. Space reserved for storing chattels.

Chattels: Not included.

Lease handed S.S.B. 12/8/43.

Canada

**DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN**

JAPANESE EVACUATION SECTION

AUG 19 1944

File No. 2887

Reg. No. 14012

506 Royal Bank Building,
Vancouver, B. C.

Mr. Masutaro SETO,
Registration 14012,
600 Jamieson Avenue,
Kilwood, WINNIPEG, Man.

Dear Sir:

Re: Municipality of Maple Ridge, Lot "B" Block 4 of Lot
396 Sp.1 Map 2174 in the District of New Westminster,
C. of T. 44072E.

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	1,389.00
Add:	
Unexpired insurance premium as at January 1st, 1943	1,389.00
Less:	
Tax arrears to December 31st, 1942	46.17
	4.00
Registration fee	800.00
Encumbrance—Principal	109.45
—Interest	959.62
Net proceeds of sale	429.38

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,
Director.

1943

Jan. 1

Balance Brought Forward (Rent)

Debit

Credit

Balance

Cr. re Sale of Property

21.00

21.00

Land Registry Office - Certificate
of Encumbrance

430.00

25

Maple Ridge Co-op Crop Returns

1.00

Thos. Davison Interest on Mortgage
to 29/11/42

64.00

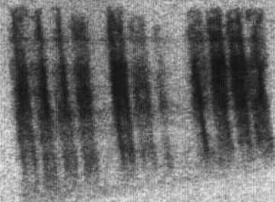
65.00

521.61

456.61

DEFENCE BRIEF

Masutaro SETO



V.L.A. Land & Bldgs.
Chattels
Montreal, P.Q.
4/6/48

- Ex. 1 - Personal Property Statement (Chattels)
Ex. 2 - Personal Property Statement (Farm implements)
Ex. 3 - Real Property Statement
Ex. 4 - S.S.B. Appraisal
Ex. 5 - Letter protecting sale.
Ex. 6 - Analysis of Personal Property Claim
Ex. 7 - R.C.M.P. Vehicle Receipt

REAL PROPERTY CLAIM

Lot B, of portion of Lot 396 Gp. 1, Map 2174 (9.366 Ac.)

<u>Claimed</u>	<u>Assessed</u>	<u>Appraised</u>	<u>Sold</u>
\$8425.	\$1840.	\$1415.	\$1389.

Appraised by: T. GODFREY.

Claim was amended from 12,500 to \$425., less 1389.
received from Custodian, leaving a net claim of
\$7036.

Claimant states that posts were not rotten as
noted on appraisal (S.S.B.).

Submission: Real Estate sold for fair market value.
This claim is a question of value only.

PERSONAL PROPERTY CLAIM

Claim for Truck
\$150.

Appraised
\$25.

Sold
\$25.

Appraised by: Consolidated Motors Ltd.,
Vancouver, B.C.

R.C.M.P. Report states condition "poor".

Chattels Claim

Claims \$140. for goods sold at auction for \$32.

Witness: J. MORYSON - attended auction, etc.

Receipt
157.60 - goods at auction
11.00 -
193.00 -
52.50 -
50.00 -
464.10

*Records missing
abandoned*

148.60 for fixtures sold with real property.
53.00 for goods declared, not found.
10.00 for goods no record at any time.
62.50 for goods not accounted for, theft, etc.
464.10

J. Moryson handled this claim for the Custodian and
should be called in presenting the Government's case.
I.C. Bardwell: Took inventory of chattels 20/5/42.

Canada

J.L. No. 38

**DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN**

JAPANESE EVACUATION SECTION

AUG 19 1944

File No. 2887

506 Royal Bank Building,
Vancouver, B. C.

Reg. No. 14012

Mr. Masutaro SETO,
Registration 14012,
600 Jamieson Avenue,
Klswood, WINNIPEG, Man.

Dear Sir:

Re: Municipality of Maple Ridge, Lot "B" Block 4 of Lot
396 Op. 1 Map 2174 in the District of New Westminster,
C. of T. 44072E.

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	1,389.00
Add:	
Unexpired insurance premium as at January 1st, 1943	1,389.00
Less:	
Tax arrears to December 31st, 1942	46.17
Registration fee	4.00
Encumbrance—Principal	800.00
—Interest	109.45
Net proceeds of sale	959.62
	429.38

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,
Director.

1943		Debit	Credit	Balance
Jan. 1	Balance Brought Forward (Rent)		24.00	24.00 Cr
	Cr. re Sale of Property		429.38	
	Land Registry Office - Certificate of Encumbrance	1.00		
25	Maple Ridge Co-op Crop Returns		68.23	
	Thos. Davison Interest on Mortgage to 29/11/42	64.00		
		65.00	521.61	456.61 Cr

October 26th, 1950.

Mr. Masutaro SEYO,
577 Valiquette Ave.,
Verdun,
Montreal, Quebec.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1356

We have received from the Co-Operative Committee on Japanese Canadians, our form of Release which has been executed by yourself covering the award recommended under the above Claims Commission for the sum of ... \$1,783.71.

Cheque in your favour is enclosed for \$1,680.53 and we have paid the Co-Operative Committee .. \$ 103.18 for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FCS/js
1 encl.

Name of Claimant **NETO, Maritime**
 Custodian File **2207**

Case **1386**

<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 % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total	
					1380.	1702.90			1702.90
<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		
15.00	6.25								6.25
<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	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price		
130.00	32.00	9.60	23.11%	281.10	64.36				74.56
TOTAL RECOMMENDATION									1703.71

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

JAPANESE PROPERTY CLAIMS COMMISSION

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

10

Montreal, P.Q.,
June 4th, 1948.

IN THE MATTER OF THE ESTATE OF
MASUZARO SETO.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq., appearing for the
Dominion Government.

ROGER QUINCY, Esq., K.C., appearing for the
Claimant.

A. WATSON, Esq., Secretary.
MRS. F.L. HANFORD, M. Official Interpreter.
A.G. VITCH, Esq., C.S.R., Official Reporter.

30

2
M. Sato,
In Chief.

MR. QUINBY: The claim of Masutaro Sato, my lord.

THE COMMISSIONER: Yes?

MASUTARO SATO, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

MR. QUINBY: My lord, the original claim has to be somewhat amended in that the claimant is lowering his claim by a few thousand dollars. As far as the total value of the land and buildings is concerned, it was originally given as \$12,500.00 and the claim is now for \$6,425.00; that is, \$5,500.00 for the land, and \$2,925.00 for the buildings, less \$1,300.00 received from the Custodian, leaving a net loss to the claimant of \$7,036.00.

With respect to the chattels there is an item of \$300.00 claimed for travelling expenses which is out.

The furniture and fixtures claim which was originally for \$200.00 is now for \$157.00 which, added to the claim for the automobile, makes a total for chattels of \$337.00 less \$27.00 received from Custodian, leaving a net of \$310.00.

Further, there is a claim which is not mentioned in the original claim for \$277.10 for farming equipment less \$5.00 for which it was sold by the Custodian, leaving a net claim for this item of \$272.10.

THE COMMISSIONER: What is the total of the farm & equipment claim?

MR. QUINBY: \$277.10 less \$5.00.

3
H. Soto,
In Chief.

THE COMMISSIONER: Very well.

DIRECT EXAMINATION BY MR. QUINCY:

Q Mr. Soto, would you take communication of a personal chattels claim form bearing your signature for \$310.00 balance together with inventory of chattels attached thereto, identify same and file it as Exhibit 1?

A Yes.

10

(PARTICULARS OF PERSONAL CHATTELS INVENTORY OF CHATTELS, MARKED EXHIBIT NO. 1).

Q Would you take communication of a second personal chattels claim bearing your signature to which is attached an inventory of farm equipment, the claim being for a total balance of \$272.10, identify the claim, your signature, the inventory and file the same as Exhibit 2?

A Yes.

(PARTICULARS OF PERSONAL CHATTELS, INVENTORY OF FARM EQUIPMENT, ETC., MARKED EXHIBIT 2).

20

Q Will you take communication of a real estate claim form for \$7,036.00, being the balance claimed, bearing your signature, and file this claim after identification as Exhibit 3? A: Yes.

(PARTICULARS OF REAL ESTATE, FARMLAND, MARKED EXHIBIT NO. 3).

MR. QUINCY: Would my friend tender the farm appraisal report, which will be filed as Exhibit 4?

MR. HUNTER: I tender the S.S.B. appraisal as Exhibit 4.

(S.S.B. FARM APPRAISAL REPORT MARKED EXHIBIT NO. 4).

30

M. Sato,
In Chief.

MR. QUINCY: Will my friend tender a letter of protest dated May 1, 1948, sent to the Office of the Custodian, as to the sale of the property without any date?

MR. HUNTER: I have not that on the file, my Lord.

MR. QUINCY: I wonder if the claimant identified the copy as being similar to an original sent to the Office of the Custodian, my friend might accept it.

THE COMMISSIONER: I will receive it for what it is worth.

10 MR. HUNTER: It is what one might term fairly standard equipment.

MR. QUINCY: Q: Will you take communication of a copy of a letter apparently sent to the Office of the Custodian, Japanese Evacuation Section, re the sale of the property stating that you are accepting this cheque for the sale, "which was made without my consent of the property in the Municipality of Maple Ridge", etc.? Will you identify the copy as being a true copy of the original signed by you and file copy of same as Exhibit 5?

20 A Yes.

(LETTER, CLAIMANT TO CUSTODIAN, MAY 1, 1948, MARKED EXHIBIT 5).

MR. QUINCY: Has my friend any photographs?

MR. HUNTER: No; there are not many photographs of the farm property.

MR. QUINCY: Q: Mr. Sato, in the farm appraisal report it is said that a corner post was rotted badly. What do you have to say about that?

A This is not correct. When I evacuated I had replaced it.

30

Q There is also a surmise that all posts were badly rotted. Is that true of when you left it?

A That is not so.

Q About how old were the apple trees in the south-east corner of your property?

A The previous owner had planted them and they were there when I took the place, so I do not know definitely.

MR. CUMMET: That is all, my lord.

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

It is submitted that the vehicle was sold for its fair market value.

It is submitted that farm implements sold were sold for their fair market values.

It is submitted that claims made for chattels or farm equipment not sold are excessive.

20 I file the analysis of personal property claim as Exhibit 6.

(ANALYSIS OF PERSONAL PROPERTY CLAIM
MARKED EXHIBIT 6).

I file the vehicle receipt from the R.C.M.P.
As often happens, the typing is down almost two lines from where it should be. It shows a 1927 Chevrolet; it shows the mileage at 42,701 and the condition poor. The mileage, I presume, would be greater in a car 15 years old. It has probably gone around more than once.

30 THE COMMISSIONER: You think it is probably the second time around?

M. Sato,
In Discussion.

MR. HUNTER: Of the third.

MR. QUINCY: I do not think one can take that for granted, because it might have been brought backward.

THE COMMISSIONER: I think we can forgive Mr. Hunter for being facetious, in the circumstances.

MR. HUNTER: It shows two windows and a door broken. Does your Lordship desire that this be identified? Usually it has the owner's signature on it.

THE COMMISSIONER: What is it; the R.C.M.P. receipt?

10 MR. HUNTER: Yes, my lord.

THE COMMISSIONER: I think not unless counsel desires it.

MR. QUINCY: I admit it. They have been filed without identification up until now.

MR. HUNTER: I tender that as Exhibit 7.

(R.C.M.P. EXHIBIT REPORT, NOTICE OF TRANSFER OF MOTOR VEHICLE, AUG. 21, 1942, MARKED EXHIBIT 7).

The vehicle was appraised at \$25.00 by Consolidated Motor Company Ltd., Vancouver, and was sold to Campbell Motors on the 21st August, 1942, for \$25.00.

20 MR. QUINCY: Was that the ceiling?

MR. HUNTER: No ceiling at that time. The land was assessed, I think 1942, -- and I will just check that.

THE COMMISSIONER: The 1943 assessment is shown on Exhibit 3 as \$1,840.00.

MR. HUNTER: That is correct, my lord. The purchase price or sale price as shown is correct, \$1,389.00.

30 I would file an inventory made by I.C. Bardwell on May 20, 1942. Possibly your Lordship

H. Seto,
Discussion.

will not wish a confirmation. It is shown as prima facie evidence and is followed through on the analysis, showing what was found.

THE COMMISSIONER: I do not know that we need it. There is very little indicated as being stolen; a platform scale, strawberry crates, cultivator and harrow.

MR. HUNTER: Yes, my lord. Unless my friend has some reason for it, I see no need to file the inventory.

10 MR. QUINET: No.

MR. HUNTER: Very good; I shall not file that, my lord. It appears to be largely a question of value.

THE COMMISSIONER: You might bring out some evidence as to the description and age of the platform scale, the cultivator and the harrow.

MR. HUNTER: Very good, my lord.

THE COMMISSIONER: The three articles shown as stolen, Mr. Quinet.

MR. QUINET: Yes; thank you, my lord.

20 MR. HUNTER: The scales in Exhibit 2 are shown as, in 1938 the price paid \$22.00, and claimed \$15.00. It is inventoried as a small platform scale, as shown in column 2.

CROSS-EXAMINATION BY MR. HUNTER:

Q This cultivator, Mr. Seto, was how old and how much did you pay for it?

A It was about ten years old, and I paid \$20.00 for it.

Q And the harrow was how old and how much did you pay for it?

30

A: I am not quite certain,

H. Soto,
Cyrano-Ryan.

but it was about the same age and I paid \$10.00 for it.

Q I see. With respect to these raspberry crates and strawberry trays, where did you leave them?

A In the barn.

MR. HUNTER: These were not found, my lord, when the inventory was made. It may be that they were there and just not considered worth anything, although I do notice that he did inventory 24 strawberry crates with boxes.

THE COMMISSIONER: Yes.

MR. HUNTER: I presume this fixture, including pump, would be a fixture.

THE COMMISSIONER: One would think so.

MR. HUNTER: The electrical equipment, if it is just wiring, would be clearly a fixture.

Does my friend know what those are?

MR. QUINN: No, I do not.

MR. HUNTER: With respect to the pump, was that bolted down in the kitchen, or where was it?

THE WITNESS: It was fixed in the kitchen.

Q And the electrical equipment, was that the wiring in the house? A: Yes. The wiring was in the house.

Q With respect to this electrical equipment for which you are claiming \$5.00, that was the wiring in the house? A: Yes. The amount included my labour, the time I spent on installing it.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

Certified a true and accurate transcript.

A.G. VEITCH, C.S.R.
OFFICIAL REPORTER.

9
Dissection.
H. Sato,
Re-Direct Exam.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

MR. QUINCY: I should like to re-examine the witness,
Mr. Commissioner.

THE COMMISSIONER: Very well.

HARVEARD SATO, resumed the stand,
testified further as follows:

RE-DIRECT EXAMINATION BY MR. QUINCY:

Q Mr. Sato, is there anything you wish to add?

10 A I would like to ask the reason why the Custodian's
insurance on my house was for \$500.00, but they
only assessed the value of the place at \$1,389.00.

THE COMMISSIONER: I think you can take it that the
Custodian took \$500.00 insurance on to be quite
sure that the claimant was adequately secured in
case of fire.

THE WITNESS: The amount should have been \$1,500.00,
not \$500.00, and therefore I want to know why it
is assessed at \$1,389.00 only.

20 MR. QUINCY: I think this is a matter of argument, my
lord.

THE COMMISSIONER: Quite so. I think perhaps it is
desirable that the explanation be given to him
as I outlined to give him an idea of the reasoning
back of the Custodian's decision. The cost of the
insurance would not be very great at any rate.
That is all, thank you.

THE WITNESS: What is that?

THE COMMISSIONER: I would ask the Interpreter that the
30 witness be told the Custodian was insuring it

10
H. Bate,
Discussion.

for a sufficient amount so that no loss would
ensue to the claimant if a fire occurred.

That is all.

(Witness aside)

(PROCEEDINGS ADJOURNED SINCE DEB)

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

A. G. Veitch

"A. G. VEITCH, C. E. R."
OFFICIAL REPORTER.

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