Name of Claimant KAWANO, Yoshi Case 1061

Custodian File 5983

REAL PROPERTY

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 Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
					2056.						1212.58

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	1212.58

CASE NO: 1061.

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

May 19, 1948.

IN THE MATTER OF THE CLAIM OF

MRS. YOSHI KAWANO

PROCEEDINGS AT HEARING.

Original

CASE NO: 1061.

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).

Toronto, Ontario,

May 19, 1948.

IN THE MATTER OF THE CLAIM OF

MRS. YOSHI KAWANO

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
F.A. BREWIN, Esq.,	appearing for the Claimant.

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

MR. BREWIN: This is another of the cases, my lord, in which the son can save us considerable time.

THE COMMISSIONER: Very well.

MRS. YOSHI KAWANO, the Claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q. Are you willing to have your son present your claim on your behalf? A. Yes.

Q. Then, perhaps you might retire at this point and we will have your son come into the box and speak for you. A. Thank you.

MR. BREWIN: In this case, my lord, there is a fairly substantial claim in regard to real estate, farm and a very small claim in respect of personal chattels and I have investigated and come to the conclusion that the recovery in respect of the personal chattels would be very small, if any, and have been instructed to abandon it.

THE COMMISSIONER: Very well.

KAICHI KAWANO, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q. I have just informed his lordship that, after consultation with me, you instructed me that your mother wishes not to press the claim for $159 in respect of personal chattels. Is that correct?

A. Yes, sir.

Q. Now here I am showing you a form under the heading

real estate, farm.land. Whose signature is that?

A. That is my mother's.

Q. That is your mother's signature. I take it that you assisted her when she was instructing her solicitors how to fill that in?

A. Yes, sir.

Q. And I suppose you have not personal knowledge of all the facts?

A. No. I know some of them.

Q. And the ones you have not personal knowledge of are what your mother told you about?

A. Yes.

Q. And so far as you know they are entirely correct. Is that right? A. Yes, sir.

MR. BREWIN: May that be filed as Exhibit No. 1, my lord?

THE COMMISSIONER: Yes.

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

MR. BREWIN: Perhaps in this case my friend will file the Soldiers Settlement Board appraisal.

MR. HUNTER: I file the Soldiers Settlement Board appraisal as Exhibit No. 2.

(SOLDIERS SETTLEMENT BOARD APPRAISAL, MARKED EXHIBIT NO. 2)

MR. BREWIN: Q. Have you with you a copy of the Soldiers Settlement Board appraisal?

A. That was this list of chattels, the appraisal.

MR. HUNTER: There was an appraisal sent by the Custodian to you.

THE WITNESS: Yes. I believe it is in the list of the household chattels in the beginning.

MR. BREWIN: I think there is a misunderstanding about that.

Did I give you a copy of that?

MR. HUNTER: No; I stole it.

MR. BREWIN: You stole it? It is the one you sent to me. I think I will hang onto it.

Q. One or two questions about this. I see you refer to the hardwood standing on uncleared land. Apparently there were some 22 acres or so, I think, or more, which were uncleared?

A. Yes.

Q. Is that right? A. Yes.

Q. Did you, yourself, cut some of the wood on there in 1941? It says the claimant did it but I suppose that means you?

A. Yes. I personally cut it.

Q. In what year did your father die?

A. My father died on the 15th April, just this year.

Q. Just this year? A. Yes.

Q. But you were out with him when this cutting was done? A. Yes. I am the only one that cut it, you see.

Q. You are the one who cut it? A. Yes, sir.

Q. And you took it and sold it?

A. I sold it right on the place. They came to get it there.

Q. And they paid you how much? A. $6 a cord.

Q. I see you are making the claim here that, "When we left uncleared land was selling at about $50 an acre as against $10 an acre allowed by the

appraiser." From where did you get that knowledge?

A. There is no specific place I got the knowledge from but I had been living around there and a lot of people came to buy land and asked me about it and I personally went around. The good land was selling for $50 an acre.

Q. Was your land good land?

A. Well, I considered it so and I believe it is considered so by everybody around there.

Q. I see that it is right on the edge of what is called a sub-marginal district according to the appraiser's report. He says there were three acres of very poor soil and a flat which raises to excellent land on a bench. It is well served with natural water. What would you say about that?

A. I would personally say I do not believe there is what you would call very poor soil. There is not quite three acres, there is just a little bench which comes in perhaps about 100 yards off the road and it just cuts in a little ways, around 150 feet in from the fence line.

Q. You say it is not good soil? A. Yes.

Q. What about the part which is higher?

A. Upon top it is a little sandy but for certain crops it is more ideal than the heavier land on the second bench.

Q. I notice that your mother leased this property on the 12th April, 1942?

A. Yes. She did.

Q. I have a copy of the lease here. Is that your

mother's signature?

A. No. I believe I signed that for my mother, witnessed by these people.

Q. This is a copy of it, at any rate?

A. Yes.

Q. The affidavit of execution apparently says that your mother signed it?

A. Well, I understood that while I was there - my mother was present, too - she could not write, so--

Q. I see. At any rate, she was there and everybody was satisfied at the time?

A. Yes.

MR. BREWIN: This apparently is a lease made on April 12, 1942, to William J. Elias of Abbotsford and it is for ten months computed from the 1st April, 1942, and for a rental payable of $450.

Perhaps I had better file this lease, my lord.

THE COMMISSIONER: Very well.

(LEASE, 12th APRIL, 1942, MARKED EXHIBIT NO. 3)

MR. BREWIN: Q. Did you or your mother arrange that lease? A. Yes. We arranged the price on it. It was to the Pacific Co-Operative Union. I made it read to that effect.

Q. Now, I see you have put a note here perhaps just for our information, and we can follow it up later, that there was some property to the north in the name of Baxter, sold for $4,000 and information can be obtained from A. A. Price, Rural Route No. 1, Abbotsford. Where did you get that information?

A. We got a letter from this man A. A. Price. He is a very good friend of ours. He wrote us a letter telling us that these people had sold their farm for $4,000.

Q. For $4,000? A. Yes.

Q. The name seems to be Baxter, but it should be Barter? A. Yes, it should be Barter.

Q. Do you know exactly what property was being referred to?

A. I am uncertain of the section is, but ours is the northeast quarter of the northeast quarter of section 14. This would be the southeast corner of another township. It is opposite to ours. The land is just adjoining ours. Ours is the northeast corner of the northeast corner of the quarter section.

Q. Would that be the southeast corner of the quarter section to the north?

A. Yes. It would be the southeast one-eighth of that quarter section, I believe. The southeast quarter section is divided off into two separate twenty acre pieces.

Q. If we can check and get more information on that what can you say about the property being less desirable?

A. What I mean by less desirable is that this ravine -when the appraisers went through it they said there was a ravine running through our place. Through this north piece it runs more closer to

the road and it cuts the land practically into two. Where the building is there is just a narrow bench between the road and the ravine and where the house is. There is no land which could be cultivated except through that first ravine and up on the second past the ravine. You can hardly pull out of that a load of hay, or anything; you have to chain the wheels down and everything to get down through this ravine, in order to get on down.

MR. BREWIN: That is all, thank you.

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

It was sold by the Director of the Veterans Land Act for $2,056 as of the usual date, January 1st, 1943.

CROSS-EXAMINATION BY MR. HUNTER:

Q. You do not know the date of the sale of the Barter's property?

A. I am uncertain because I never meant to bring it here for evidence and I never got the full particulars on it.

Q. Is Price a real estate man?

A. No. Mr. A. A. Price is driving a tractor for the Government and he was quite a member of some lodges, and he is quite a respectable man in that district.

Q. All you know is that he told you this?

A. Yes.

Q. You have no personal knowledge of when it was sold or for how much?

A. No. I could find out, if necessary.

Q. Yes. How well did you know Barter's property?

A. We lived right alongside this Barter property for the last twenty some odd years or so.

Q. You knew it pretty well? A. Yes, I did.

Q. Was it all cleared?

A. No, it was not; not at the time we were evacuated it was not all cleared.

Q. Did you know the soil on his farm where it was not cleared?

A. The soil on his farm was mostly on the heavy clay side. When I left it was partially cleared. There were stumps here and there all over the field.

Q. Now, with respect to your solicitor, Mr. McCarron, over in St. Catharines, did he give you a copy of the Soldiers Settlement Board appraisal?

A. Mr. McCarron?

Q. Mr. McCarron, your solicitor over in St. Catharines?

A. No. I never got one.

Q. He has one there for you which was sent on April 15, 1948. If you will get that from him and forward it to Mr. Brewin I think it would be of some help.

A. All right. I will do that.

THE COMMISSIONER: That is all?

MR. BREWIN: Yes.

THE COMMISSIONER: Thank you, Mr. Kawano, that is all I require.

(PROCEEDINGS ADJOURNED SINE DIE)

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

"A.G. VEITCH"
Official Reporter.

Case 1061

DEC - 2 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

5983 Toronto

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

(1) NAME KAWANO YOSHI (RCMP) Reg. No. 12869
(Print) Surname Given Name

(2) Pre-Evacuation Address R.R.#.1. Abbotsford, B.C.

(3) Present Address c/o A. Schelle, R.R.#. 2. St. Catharines, Ont.

(4) REAL ESTATE

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

(b) Legal description (lot number, block number, section number, etc.) Matsqui Municipality N.E. ¼ of the N.E. ¼ of Sec. 14, Tp. 13, D. of N.W., C. of E. 52411

(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 - - - - - - - - - - - - - - - - - $ 9,000
(ii) Buildings - - - - - - - - - - - - - - - $ 3,000
(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) - $ 12,000
(v) Amount at which Custodian sold property and credited your account - - $ 2056.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 9944

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation ON FARM

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

(c) How stored or packed at time of evacuation SMALL ITEMS PACKED IN CONTAINERS.

(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") IN CARE OF W.J. ELIAS

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

1. Household goods, Furniture etc. Estimated Value $ 200
2. FARM IMPLEMENTS, TOOLS, ETC. Estimated Value $ 250
3. Estimated Value $
4. Estimated Value $
5. Estimated Value $
6. Estimated Value $
7. AUCTIONEERS PROCEEDS. Estimated Value $ 291
8. Estimated Value $
9. Estimated Value $
10. Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 159.

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) - $ 10103

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

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

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

DOMINION OF CANADA)
County of Lincoln)
TO WIT:)

I, Yoshi Kawano of the City of St. Catharines in the County of Lincoln

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City of St. Catharines in the County of Lincoln this 21st day of November A.D. 1947.

Yoshi. KAWANO

J.R. [illegible]
A Commissioner &c.

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

YOSHI KAWANO
(Claimant's Name)

REAL ESTATE
(Farm Land)

12868
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared	26	1918		$1200	uncleared except for 1½ acres	1½ cleared one old house later torn down	
Cultivated not planted							
Cultivated and not in crop	3						
List Crops	11						
Strawberries							
Raspberries							
Rhubarb							
Orchard and other vegetables							
Total							

EXHIBIT No. 1061-1
DATE 19 may 1948
FILED BY J.A. Brown

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

Description	When Made	Cost
Clearing and cultivation 12½ acres	gradually cleared 1918-1941	$200 an acre total $2500
Fruit tress (60)	1937	$250
Well	1937	$ 70
Built Driveway roads	1937	250

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
House	28x32x14	Frame	1938	$2200	$300	$1000	$525.	$2975.00
Garage	14' x 15'	Frame	1929	$100	$ 30	$ 50	$100.	80.00
Chicken Houses	12' x 36'	"	1925	$100	$ 50	$ 100	$150.	100.00
"	16 x 38	"	1927	$200	$100	$ 150	$200	250.00
"	20' x 68') 8 x 10)	"	1929) 1936)	$450	$250	$ 300	$300	700.00
Brooder (Henhouse)	16' x 24'	"	1928	$150	$ 50	$ 50	$150.	100.00
Woodshed	14' x 22'	"	1928	$100	$ 30	$ 50	$100.	80.00
Barn	18' x 34'	"	(1924 (with recent	$ 40	$ 50	$ 50	$ 80.	60.00
Storage shed	12' x 16'	"	(additions 1926	$ 60	$ 50	$ 25	$ 75.	60.00
	14' x 24'	"	1924	$ 50	$ 25	$,50	$ 75.	50.00
5 Packing Sheds	12' x 16'	"	1939-38					150.00

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

There was hardwood standing on uncleared land. Claimant took off-about 10 cords off 1/4 acre in 1941 and sold for $6.00 a cord. Some additional value should be attributed for the 20 acres uncleared When we left uncleared land was selling about $50 an acre as against $10 an acre allowed by appraiser. Property rented 10 month lease to W.J. Elias 12 April 1942 for $450. Assessed Land $585. Improvement $2800 Total $3385.

N.B. Property on N. about 20 acres (10 acres cleared) in name of P. Baxter sold about 1943-44 for $4000. This property much less desirable than claimants . Information can be obtained from A.A.Price R.R.# 1 Abbetsford,B.C.

Signature
Y. KAWANO

BC-369-P
BC-2048-A

BC/369-P
BC/2048-A

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

Farm Appraisal Report

File No. JL-340

Land Description N. E.¼ Sec. 14, Tp. 13, N. W. D.

Containing 39.00 Acres
No sketch.

Owner's Name Y. KAWANA Post Office Address R.R. 1, Abbotsford.

Nearest Rail Point Abbotsford. Distance 6 m.

Market Town " Distance "

Church (give denomination) All denominations at Abbotsford. Distance "
Some denominations close by.

Nearest School Peardonville Distance 1¾

State how property was identified: Map, roads, tenant.

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

On good subsidiary cross road.

Is this district a good one? No, very poor.

Employment opportunity Very little even seasonal farm work nearby.

Predominating Nationality and religion: British. Protestant, Mennonites pretty thick.

Describe Fencing and its condition: Well line fenced, some poor interior cross fences. Value $

Water supply: Creek and spring - good. Value $
Equipped with gas engine operated pressure tank.

BUILDINGS ON FARM

5983

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
House has a dormer window.								
HOUSE 1½ st.	28x32x14	Frame	10' eave	Shgl.	5	Conc.	Good	1000.00
Woodshed	14x22x11	Spl. Ced.	8'	Shake	old	Wood	Poor	nil
Some worthless addition to woodshed.								
Henhouse	12x36x8	Frame	5'	"	V.Old	Wood	Dangerous	nil
BARN "	16x38x8	"	5'	"	" "	"	Salvage	val. 25.00
BARN "	20x68x8	"	5'	"	Old	Wood	Poor)	
Feed room	8x10x7	"	6'	"	6	Wood	Fair)	150.00
GRANARY Barn	18x22x18	" Spl.Ced.	16'	"	V.Old	"	Poor	nil
a 16x18 and 10x12 addition which are both valueless.								
Garage	14x18x11	Frame	8'	Shake	7	Wood	Fair	60.00
Shed	12x32x7	"	6'	"	V.Old	"	Poor	nil
Henhouse	16x24x8	"	7'	Shgl.	2	"	Good	95.00
Shack	12x16x8	Shake all over	6'	Shake	15	"	Poor	15.00
5 pack. sheds average 12x16 (roof on posts)					$10. each			50.00

No lights available.

Total present day value $ 1395.00

Total Value Buildings add to farm $ 1135.00

Is dwelling habitable without repairs? Yes. If not what is your approximate estimate of cost to make it habitable? Lightly timbered on joists which might have to have support soon on upstairs floor at a cost of about $50. Buildings are mostly in very bad shape and would spoil value some. 2 large henhouses might fall down on a child or someone any time. $

Describe the basement and chimneys: Conc. 8½' wall, dirt floor.

No. rooms downstairs? 5 Upstairs? 3 How finished Shiplap in, siding out.

Are buildings painted? House Condition of paint Fair.

Distance from nearst bush None close.

EXHIBIT NO. 106-2
DATE 19 may 1948
FILED BY L 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
11.06	6-8" lt. loam	Medium good clay	Undulating	Berries, fodder, good.	55.00	608.30
2.94	Level	Gravelly	Gravelly	Sod, poor.	25.00	73.50

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	
2.00	Hilly	6" lt. loam	Lt. cl.	Stumps, some br.	100.	25.00	50.00
19.50	Bush	"	"	Bush and stumps	125. up	10.00	195.00

Area Unsuitable for Cultivation.

	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	
3.5	Gully or ravine - Steep sides waste though some might with great expense be salvaged	on the whole this is	Nil.	-

Total value of Land $ 926.80

Total added by buildings to value of farm $ 1135.00

Total fruit trees add to value of farm (for use in orchard districts only) $ 33.00

Total value of farm $ 2094.80

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

Continuously occupied. In good tillage. Soil appears in fair heart.

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

Small mixed.

Noxious weeds: Can. Thistles, some couch.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Matsqui - $43.37.

Date: June 13, 1942.
Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 5th day of June 1942.

Inspector's Signature "R. L. RAMSAY"

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

JL-340 - Y. KAWANA

Farm Appraisal Report

Remarks: Place located on a good road within reasonable distance of town. Light unfortunately is not available. It also unfortunately is right on the edge of a submarginal district - Peardonville, and it has nearly 3 acs. of very poor soil in a flat which raises to excellent land on the bench. It is well served with natural water.

The buildings except the house impress one as terrible. Very old henhouses in a row and they should be pulled down. Barn is ancient and of early pioneer type made of split cedar and shake which is now bad. One henhouse is very fair in comparison with the other 2 in the row. The newer buildings erected are in fair shape including a small brooder or henhouse, garage and the packing sheds which are shake roofs on posts but in decent condition and serviceable for their purpose.

My measurements show 1½ acs. rasps, ½ ac. rhubarb, 3½ acs. strawberries, which accords closely with the tenants stated acreage.

(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
There are 33 scattered fruit trees varying from 2-15	$
yrs. of age and of mixed classes.	$ 33.00
	$
	$
	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Diagram of Property

Y. Kawana
N.E.¼, Sec 14, Tp. 15, N.W.D.



Following careful review of this appraisal report, it is my opinion that the present value is $ 1800.00

Date 24th June 19 42.

"I. T. BARNET"
District Superintendent.

Lessor's Copy

FARM LEASE

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

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN :- YOSHI KAWANO (wife of Isunekoshi)
of Abbotsford in the Province of
British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

EXHIBIT No. 1061-3
DATE 19 may 1948
FILED BY J. A. Brown

- and -

WILLIAM J. ELIAS of Abbotsford in the Province of British Columbia
Farmer
(hereinafter called the Lessee)

Of the Second Part

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

North East quarter of North East quarter of Section fourteen (14) Township thirteen (13) containing thirty nine (39) acres more or less.

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

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

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

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Four hundred and fifty ($450.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged)

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

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war, the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 1943 without any further payment;

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

Two and one half (2½) acres of strawberries
One and one quarter (1¼) acre of raspberries
One half (½) acre of rhubarb
One half (½) acre of orchard

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

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

AND it is further understood and agreed that statements of the proceeds of the

aforesaid growing crops shall be furnished to the Custodian of Enemy property or his representative in the same manner as statements have previously been furnished to the Lessor.

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

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

THE LESSEE agrees that he will assume and pay off the cost of fertilizer for the year 1942 amounting to approximately sixty-nine dollars and thirty cents ($ 69.30)

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

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

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

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in

execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt ohm insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

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

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

Signed, Sealed and Delivered by YOSHI KAWANO and WILLIAM J. ELIAS in the presence of

Yoshi Kawano

M M Fletcher

Wm. J. Elias

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say :-

1. That I was personally present and did see YOSHI KAWANO and WILLIAM J. ELIAS, the parties thereto, duly sign and execute the within instrument, for the purposes therein named.

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

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

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

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

M M Fletcher.

A Commissioner for taking affidavits within British Columbia.

Dated April 12th A.D. 1942

YOSHI KAWANO

- to -

WILLIAM J. ELIAS

FARM LEASE

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

April 28th 1948.

Mrs. Y. Kawano,
c/o Mr. A. Schelle,
R.R.#2,
St.Catherines, Ont.

Dear Madam,

Your letter of April 24th received.

As we have not the necessary records at this office, we are handing your letter to the office of the Custodian, and you no doubt will hear from them shortly in reply.

Yours truly,

A. WATSON
Per.

SECRETARY

VW.