Name of Claimant YOSHIHARA, Rinichiro Case 74

Custodian File 6972

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	
					3622.						6,273.00

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	6,273.00

CASE NO: 74.

JAPANESE PROPERTY CLAIMS COMMISSION.

Kamloops, B.C.,

February 12th, 1948.

IN THE MATTER OF THE CLAIM OF

RINICHIRO YOSHIHARA.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 74.

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)

Kamloops, B.C.,

February 12th, 1948.

IN THE MATTER OF THE CLAIM OF

RINICHIRO YOSHIHARA.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

A. WATSON, Esq.,	Secretary.
D.J. HANFORD, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

MR. McMASTER: Might I have the claim form, Mr. Secretary, please? My lord, might I ask if there is another claim form with respect to this claim? You may recall at Lytton we had a claim by a Japanese by the name of H Yoshihara and he had a half interest in a piece of property, Case No. 41, I think it was, at Lytton, and this is the other claimant with respect to that half interest. His main claim deals with the greenhouse, but I seem to be under the impression there was another claim form filed with regard to that half interest, and I don't see it onthis claim form.

THE COMMISSIONER: Have you it here, Mr. Secretary?

THE SECRETARY: No, my lord. This seems to be the only claim received from this party.

THE COMMISSIONER: There was another claim filed by this party apparently, because it was amended.

MR. McMASTER: Was it amended, my lord?

THE COMMISSIONER: You amended a claim in some respect.

MR. McMASTER: Reducing it.

THE COMMISSIONER: The man's claim has endorsed thereon--

MR. McMASTER: I think it was reduced, my lord, and there was some question as to whether he could make the claim also on behalf of this claimant and he intimated he had no authority so to do, and I don't think we made any amendment but I think his claim form just shows a half interest.

THE COMMISSIONER: He had a claim in respect of a boat and an oil heater and a radio, and there was a photograph of the farm put in. This Case No. 41

does not appear to relate to the hothouse claim.

MR. McMASTER: No, my lord, this is another piece of farm property which was owned by W Iwakichi and this claimant, each having a half interest but actually operated by someone else.

THE COMMISSIONER: Yes, Iwakichi has a half interest with a claimant, Reneichi.

MR. McMASTER: Rinichiro, my lord.

THE COMMISSIONER: Do you require that for presentation?

MR. McMASTER: No, my lord. My problem is this; can I now see the claim form? Unfortunately my claim form got left at the office. His claim is solely for the greenhouse business. Perhaps I ought to apply to amend this to include the other claim. Perhaps this will assist my friend, on the summary relative to the claim, the Custodian has referred to the other property which suggests to me there must be another claim form some place. This is a claim that I took over from Mr. Engeman, and it may be on the list for Kamloops again, I suppose.

THE COMMISSIONER: The surname is Yoshihara, is it?

MR. McMASTER: That is correct, although I see on the list today we have the surname appearing as Rinichiro.

THE COMMISSIONER: Yes, there is a claim for Rinichiro Yoshihara for $18,689.67.

THE SECRETARY: That is this claim, my lord. It was brought forward on your list.

MR. McMASTER: That is the one I took it we were pro-

ceeding with. Is that the only claim?

THE COMMISSIONER: That is the only claim that is listed, $18,689.67. Where is the claim form?

MR. McMASTER: I have it here, my lord.

THE SECRETARY: That is the only one we have a record of.

MR. McMASTER: Well the simplest thing I would suggest would be to apply to amend. Oh, I see it. It is attached to the back of this claim form. Here is the trouble. It is on a plain piece of paper, and purporting to be signed by Mr. Engeman as a Stipendiary Magistrate. It is a form on an ordinary piece of paper showing joint property of the two Yoshiharas. It sets forth the legal description and the value of the land and a half interest and what the claim is. It isn't on the usual form, my lord. It has apparently been overlooked. Now with respect to that claim, I will lead evidence separately from the other matter. In the more substantial claim it is with regard to a greenhouse and attached to the claim form are a number of papers in which various details are set forth. The claimant admits in a statement I will file that those figures are based on replacement in 1943 when the property was sold.

THE COMMISSIONER: This is the claim for the hothouse for $18,664.00.

MR. McMASTER: That is correct, my lord, and the statement attached to it, or those figures which are attached to it, are based on replacement value at 1943 prices. I have advised the claimant that

that is not a proper basis of ascertaining fair market value and he has agreed the matter will have to be left to your Lordship, subject to whatever assistance I may be able to give your Lordship by way of evidence.

THE COMMISSIONER: Very well.

RINICHIRO YOSHIHARA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q Witness, is this your signature on the claim form relating to your greenhouse property and did you swear that declaration?

A Yes, that is my signature.

Q And also on this claim with regard to the property that you own jointly with Mr. I. Yoshihara? Is that your signature and did you swear that declaration?

A In connection with the land only?

Q Yes. A: Yes.

Q But that is his signature and he swore that declaration? A: Yes.

THE COMMISSIONER: Well now, let us just try to clear up this situation. Claim No. 41 related to a property valued at $627.50. That is land near Haney. Is that the situation?

MR. McMASTER: You mean that was the Soldiers Settlement value, my lord?

THE COMMISSIONER: No, the claim that was heard in Lytton related to lands near Haney bought in 1918,

and my note is the claim is for $627.50 and you filed a summary of the claim at that time which was marked as Exhibit 1.

MR. McMASTER: My lord, I just want to see from my file whether that man had two pieces of property. Oh yes, I see how it is arrived at. His net claim is for a half interest, was that it?

THE COMMISSIONER: I am trying to get away from the confusion between this hothouse claim and the other. I do not see any need for injecting anything with regard to the other claim.

MR. McMASTER: It is only because the other claimant had only claimed for his half interest, and that figure of $600.00 reduced his half interest, and what he claims is the difference between the fair market value of the whole property and what the Custodian got for it.

THE COMMISSIONER: That is for his share.

MR. McMASTER: For his share. That is all he claimed for.

THE COMMISSIONER: This man does not make any claim in relation to that property at all.

MR. McMASTER: Yes, my lord, you will find it on the back of the claim form. The very last sheet.

THE COMMISSIONER: Go ahead with one thing at a time. Take your hothouse claim and dispose of it first, and then we will take the other one.

MR. McMASTER: My learned friend has asked me to file on his behalf the Soldier Settlement Board appraisal with regard to the hothouse property.

(APPRAISAL MARKED EXHIBIT NO. 1).

Q Witness, did you instruct me to prepare this statement with regard to your lands and premises and greenhouse business, equipment and chattels?

A Yes.

Q And is this your signature on the document?

A Yes.

Q And are the contents true to the best of your knowledge and recollection? A: Yes.

MR. McMASTER: I will file that as Exhibit 2, my lord.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. McMASTER: Now if I might refer to a few things in this statement, my lord. The reporter doesn't need to take them down. (Reading). I might say we have those invoices in Court and if my learned friend wants to see them or cross-examine on them, he is at liberty to do so.

THE COMMISSIONER: As I say, that kind of information is not of very great value unless it is accompanied by a statement showing the cost of operation. So you will need more evidence than that.

MR. McMASTER: This now proceeds to state to the best of his ability the cost factor. (Reading). My lord, with regard to that last statement, I would say it might be subject to one question and that is how much of the supplies the tenant used up between August 27th and January 1st, 1943, which was the effective date as my friend alleges of the Soldier Settlement Board sale, and in that respect if my friend wishes to question that later it may

be advisable for me to call the tenant who would be the only one who would know unless the Custodian took an inventory.

Would you like to file your claims analysis, Mr. Hunter? I am filing onbehalf of my friend the analysis of personal property claim as the next exhibit.

(CLAIMS ANALYSIS MARKED EXHIBIT NO. 3).

Q Witness, can you identify those two photographs or snapshots? A: Yes, they are his greenhouse.

Q And when were those pictures taken?

A May, 1941, those were taken.

MR. McMASTER: I put those in as the next exhibit, my lord.

(PHOTOGRAPHS MARKED EXHIBIT NO. 4).

MR. McMASTER: My lord, that is all I want to do on the greenhouse business. It has just crossed my mind that perhaps it would be more convenient if we gave this case a number and gave the other case a number.

THE COMMISSIONER: Yes, I think so. Treat them as two independent claims.

MR. McMASTER: Your witness.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that those chattels which were sold were sold for their fair market value. It is submitted that the majority of the chattels claimed for were part of the farming operations

and went to the tenant under the lease.

THE COMMISSIONER: Wait a moment. Are you contending they are fixtures or that being chattels they were turned over under the terms of the lease? Which is it?

MR. HUNTER: I am contending that those which were not fixtures, if any were fixtures, --those that were not fixtures were turned over to the tenant under the terms of the lease and were used by him for the purpose of farming.

It is pointed out, my lord, that the J.P. Form showed that he had no chattels in the protected area and that we received no notice of same until the point arose at a later date. It is submitted that the values, subject to my friend's correction, on behalf of his client, are very much exorbitant.

THE COMMISSIONER: That relates particularly to chattels, does it?

MR. HUNTER: It relates particularly, my lord, to this enormous number of things shown im these schedules to the claim.

THE COMMISSIONER: Are you referring particularly to the real property or to the chattels or to both?

MR. HUNTER: I couldn't tell, my lord. So much of it looks to be fixtures.

THE COMMISSIONER: I see.

MR. HUNTER: I presume these things specified in the claims are not just lying around.

MR. McMASTER: Primarily it is an analysis of what went into building the places. As I say, I am not

going to argue it now.

MR. HUNTER: I presume, Mr. McMaster, you are dropping the claim for this vehicle, are you?

MR. McMASTER: Which vehicle is it? Is it on the claim form? That is the truck--the dirt truck used around the place?

MR. HUNTER: Yes.

MR. McMASTER: That is part of the equipment, my lord.

THE COMMISSIONER: Where does it appear, Mr. Hunter?

MR. McMASTER: It is in the claims analysis, my lord.

THE COMMISSIONER: I was looking for it in the claim.

MR. HUNTER: It is somewhere in these sheets, my lord.

MR. McMASTER: Is it on the back of the claim form by any chance?

MR. HUNTER: It appears on page 6 of this sheet which he has attached, my lord, I think. There is a heading at the top of the page, "Sawdust Bunker", and down below he has "Living quarters, Land Value, Packing House," and then "1/2 ton Chevrolet truck".

THE COMMISSIONER: What about the truck, Mr. Hunter?

MR. HUNTER: It wasn't declared in the J.P. Form. It wasn't turned over to the R.C.M.P. as it was his legal duty to do. It never came into the Custodian's possession and the Custodian has no information regarding it.

MR. McMASTER: My lord, my friend draws my attention to the fact he has claimed for 25 shares in the Maple Ridge Co-Operative Exchange. That, of course,

is outside the terms of reference. That should be withdrawn.

MR. HUNTER: That is shown on the back of the claim form, my lord.

THE COMMISSIONER: Yes, I see it. That will be disallowed.

MR. HUNTER: There is a claim for rent, my lord, on page 7 of the claim --rent for 1943.

MR. McMASTER: It is obviously not a matter, my lord, for this reference.

THE COMMISSIONER: That rent claim will be disallowed as outside of the terms of reference.

MR. HUNTER: I think the rest, my lord, is a straight question of valuation.

THE COMMISSIONER: Yes.

MR. HUNTER: I will make sure, my lord, there is nothing we want to ask the witness. It is also submitted, my lord, that goodwill does not enter into a business of this character. It is a question of efficiency of management and operation; the point being, my lord, if you can produce the stuff at the right time and of the right type, you can sell it; and if you can't, it doesn't matter what equipment you have.

THE COMMISSIONER: Do you concede that the sale was made as a going concern?

MR. HUNTER: I can't say, my lord. I would have to check it. I was looking in the file and I can't see anything that would indicate it one way or another.

THE COMMISSIONER: I see. Well, in the circumstances,

in view of the fact that a claim is made for good-will, it might be as well for you to take that further ground of defence so that your friend has notice of it and it is upon that that your defence rests.

MR. HUNTER: I will take that ground of defence, my lord. It may be I shall have to abandon it later if the facts are as my friend states.

THE COMMISSIONER: Was the hothouse operation actually in operation at the time of the sale to the Soldier Settlement Board, or are you aware of it?

MR. HUNTER: Yes, it was in operation, my lord.

THE COMMISSIONER: You may have some hurdle to get over there.

MR. HUNTER: It may be that the tenant was in operation, my lord, but we will have to check it to make sure.

THE COMMISSIONER: Very well.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Yoshihara, you are not an expert real estate man, are you? A: No, he is a farmer.

MR. HUNTER: I wonder if my friend has a copy of this lease.

MR. McMASTER: Yes, sure. I will admit the document if you want to put it in, Mr. Hunter.

MR. HUNTER: I don't know that it is of great help, my lord, unless you want it. It is a very bare form of lease under the "Short Form of Leases Act". It seems to lease him the property, and the tenant is obliged to keep it in repair.

THE COMMISSIONER: Is any mention made of chattels?

MR. HUNTER: There seems to be no mention at all. Is there somewhere in there that it does? I can't see it.

MR. McMASTER: No, I don't think so.

THE COMMISSIONER: What is the date of the lease?

MR. McMASTER: The 27th of August, 1942, my lord.

MR. HUNTER: It is made by the daimant to Kenneth Frederick Lee, my lord.

THE COMMISSIONER: Yes, all right.

(LEASE MARKED EXHIBIT NO. 5).

MR. HUNTER: Q: Mr. Yoshihara, when you made your lease to Mr. Lee, what was saidabout the equipment on the property? A: He agreed it would be all right for Mr. Lee to use the equipment.

MR. HUNTER: I see. I think that is all, my lord.

MR. McMASTER:. I don't know whether my friend is prepared to indicate whether his defence willbe that the Custodian did not receive any knowledge of this equipment until this claim was filed, or whether he is prepared to indicate at what date the presence of equipment on the property came to the attention of the Government.

THE COMMISSIONER: Are you able to say, Mr. Hunter, when knowledge came?

MR. HUNTER: I can't, my lord, because there is nothing on the file to indicate that. I have no doubt it did at some time in the intervening years come to the notice of the Custodian.. That should be in the file. The person who made it up was very

negligent in not putting it in because it is a very material point. It might be that I can get that information.

THE COMMISSIONER: I think it is desirable that you let Mr. McMaster know as soonas you can get the information.

MR. HUNTER: I quite agree, my lord, I think I should.

MR. McMASTER: My lord, if he could advise me at the same time what was done about the equipment, when it was ascertained, and where it is now and who it belongs to. These are questions which I think I am entitled to know the answer to.

THE COMMISSIONER: What do you say to that, Mr. Hunter?

MR. HUNTER: Anything that is a fixture will obviously have gone with the property. As far as the equipment is concerned, I presume the tenant is still using it.

THE COMMISSIONER: Well, when you can get the information, Mr. Hunter, I would like you to endeavour to inform Mr. McMaster as to what information you do get.

MR. HUNTER: Very well, my lord.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

Cases 74 & 75

Properties sold to
Soldiers Settlement Board

Fauquier P.O., B.C.
May 12, 1949.

Mr. Justice W. A. Bird,
Commissioner
Vancouver, B.C.

Copy sent to
Mr Braidwood

Dear Sir:

In regards to my property, I request very much that it be returned to me rather than the receiving of the claims.

I have also declared the above request at my hearings in Kamloops. I am a Canadian Citizen residing in B.C. for thirty-seven years.

To this day, I have not heard that any individual has taken over my place and that it is still rented as I had left it at the time of evacuation.

Hoping the above request be granted to me I am,

Yours very truly,
Mr. R. Yoshihara

Case 74

NOV 28 1947

NOTIFIED

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

6977

Kamloops

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

(1) NAME YOSHIHARA (Print) Surname RINICHIRO Given Name (RCMP) Reg. No. 14476

(2) Pre-Evacuation Address 22ND AVE., RR#1 WHONOCK, B.C.

(3) Present Address TAYLOR LAKE SIDING, FAWN P.O., B.C.

(4) REAL ESTATE

(a) Street Address (if any) 22ND AVE., MAPLE RIDGE City or Municipality, BRITISH COLUMBIA. Province

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

DISTRICT OF MAPLE RIDGE
N.W. QUARTER, SECTION LOT 14, TOWNSHIP 12.
TITLE Nº 125287.

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

(i) Farm
(ii) Residence
(iii) Business
(iv) Any other type of property (describe)

Type of business HOTHOUSE.

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

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

(i) Land - - - - - - - - - - - - - - - - - $
(ii) Buildings - - - - - - - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 18664.67
(v) Amount at which Custodian sold property and credited your account - - $

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

(5) PERSONAL PROPERTY

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

ON MY FARM, AND PAINT, 16"x16" PAPER + MANILA TWINE AT MR. M. NAGAI.

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

SAWDUST BUNK AT M. NAGAI.

(c) How stored or packed at time of evacuation.

(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") _____

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

1.	Land 16.29 A	Estimated Value $ 1000.00
2.	Living Quarters 22'x30'x15' (8 rooms)	Estimated Value $ 1000.00
3.	Buildings (Hothouses + Sawdust Bin)	Estimated Value $ 7035.95
4.	Boilers and parts	Estimated Value $ 2529.50
5.	Pipes and Fittings	Estimated Value $ 3540.32
6.	Glass	Estimated Value $ 1890.00
7.	Water engine and pumps	Estimated Value $ 155.00
8.	Water Tank	Estimated Value $ 110.00
9.	Miscellaneous Tools + Apparatus + materials etc	Estimated Value $ 1403.90
10.	~~1 share of Maple Ridge Cooperative~~ Produce Exchange	Estimated Value $ ~~25.00~~

TOTAL CLAIM FOR PROPERTY LOSS $ 18689.67

Disallowed

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) - $ 19689.67

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

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

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)
of)
TO WIT:)

I, Yoshihara, Rinichiro, of the town of Fawn, B.C.
of in the county of Cariboo

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 Town of Clinton in the County of Cariboo this 19th day of November A.D. 1947. F.W. Engeman

Rinichiro Yoshihara

~~A Commissioner &c.~~ STIPENDIARY MAGISTRATE IN AND FOR THE COUNTY OF CARIBOO

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.

Taylor Lake Siding,
Fawn P.O., B.C.
Nov. 7, 1947.

Dear Sir:

At the time of registration and evacuation, the Custodian promised to return our property without loss or damage. Trusting this belief, we left things as were and rented the hothouses to Mr. Kenneth Lee of Hammond, B.C. and evacuated to a self-supporting project.

I hereby put in my claims for property loss and damage as requested but prefer the return of my property than the amount of claims.

Yours truly,
M. R. Yoshihara.

N.W. QUARTER, SECTION LOT 14, TOWNSHIP 12.

Property of R Yoshihara. DISTRICT OF MAPLE RIDGE

No 1 Hot House (54'X151') TITLE No 125287

2 inch	pipe	3538 feet	@ ₺.25	884 50
2½ "	"	108 "	@ ₺.60	64 80
2 "	L	21 pieces	@ ₺.70	14 70
2½ "	L	4 pieces	@ ₺1.00	4 00
2½-2 "	bushing	22 "	@ ₺.35	7 70
2½ "	T	18 "	@ ₺1.25	22 50
4 "	T	2 "	@ ₺2.55	5 10
2 "	valve	11 "	@ ₺4.50	49 50
2 "	Union	22 "	@ ₺.75	16 50
air cock		22 "	@ ₺.30	6 60
Hinges (galv.)		47 pairs	@ ₺.75	35 25
¼" galv. cable		450 ft.	@ ₺.04½	20 25
window opener		3 pieces	@ ₺1.50	4 50
block		2 "	@ ₺.50	1 00
glass		120 boxes	@ ₺7	840 00
6"X6"X8 (cedar post)	28 pieces	672 ft.	@ ₺50 per M	33 60
6"X6"X410' (cedar foundation)		1566 ft.	@ ₺50 " "	78 30
4"X12"X302 ft (cedar)		1208 ft.	@ ₺50 " "	60 40
2"X4"		575 ft.	@ ₺50 " "	28 75
2"X3" (framework)		5600 ft.	@ ₺50 " "	280 00
2½" galv. nails		1½ keg	@ ₺8.00	12 00
6" black nail		½ keg.	@ ₺5.00	2 50
6" flanges		2 pieces	@ ₺5.00	10 00
6" L		2 "	@ ₺3.00	6 00
6" pipe		12 ft.	@ ₺2.00	24 00
6" T		2 pieces	@ ₺4.50	9 00
6"-4" bushing		4 "	@ ₺1.00	4 00
air cock		2 "	@ ₺.30	60
2½" valve		2 "	@ ₺6.00	12 00
2½" pipe		15 ft.	@ ₺.60	9 00
2½" Union		2 pieces	@ ₺1.25	2 50
				2549 55

Boiler to Hothouse.

Boiler to bathhouse contd.

2½" L	2 pieces	@ $1.00	2	00
4" - 2½" bushing	2 pieces	@ $.50	1	00
4" T	1 "		2	55
4" pipe	30 feet	@ $1.50	45	00
6" - 4" bushing	2 pieces	@ $1.00	2	00
1 Wooden water tank			10	00
1" black pipe (beam)	756 feet	@ $.15	113	40

Water system.

Water Hose bushing	9 pieces	@ $.35	3	15
1" Union	2 pieces	@ $.45		90
1" L	4 "	@ $.35	1	40
¾" T	7 "	@ $.35	2	45
¾" L	9 "	@ $.30	2	70
2" pipe	170 ft	@ $.25	42	50
2" L	2 pieces	@ $.70	1	40
2" T	4 "	@ $.75	3	00
2" Valve	1 "	@ $4.50	4	50
2" Union	1 "	@ $.75		75
1" pipe	100 ft.	@ $.15	15	00
¾" pipe	135 ft.	@ $.12	16	20
¾" valve	9 pieces	@ $1.50	13	50
¾" rubber hose (50 ft.)	6	@ $5.50	33	00
Water gasoline engine (1½ horsepower)			80	00
Water pump			75	00
1" pipe (engine to house)	200 ft.	@ $.15	30	00
2" X 2" X 10'	42 pieces	@ $.15	6	30
White paint	15 gal.	@ $5	75	00
Linseed Oil	4 gal	@ $1.50	6	00
Boiler 4½' X 14'			650	00
Fire brick	2000 pieces	@ $.11	220	00
Red brick	3000 "	@ $.03	90	00
			1548	70

Chim
Cement
Lab
Labo
Co
4"
4"
ga
No 2
2"
2"
2"
2"
2½" -
2½"
3"
4"
3"
3" - 2½
4" - 3
2½"
a
ga
4"
1"
¾"
1" - ¾
1" -
¾
4
¾

2	00	Chimney 24" X 18'			36	00
1	00	Cement (foundation for boiler) 20 sks.		@ ¢.95	19	00
2	55	Labour to set up boiler			750	00
45	00	Labour to build 3 houses			2400	00
2	00	Coal Tar 1 bbl. (40 gal)			10	00
10	00	4" Tile 1000 pieces		@ ¢.04	40	00
113	40	4" plant pots 6000 pces		@ ¢.04	240	00
		galv. wire 300 lbs.		@ 5½¢	16	50
3	15					
	90	No. 2 House (36' X 180')				
1	40	2" pipe	300 8 ft	@ ¢.25	752	00
2	45	2" "	136 ft.	@ ¢.25	34	00
2	70	2" L	37 pces	@ ¢.70	25	90
42	50	2" Union	16 "	@ ¢.75	12	00
1	40	2½"-2" T	4 "	@ ¢1.25	5	00
3	00	2½" T	6 "	@ ¢1.25	7	50
4	50	3" T	2 "	@ ¢1.75	3	50
	75	4" T	2 "	@ ¢2.55	5	10
15	00	3" pipe	10 ft.	@ ¢.75	7	50
16	20	3"-2½" bushing	4 pces	@ ¢.40	1	60
13	50	4"-3" "	2 "	@ ¢.50	1	00
33	00	2½" pipe	60 ft.	@ ¢.60	36	00
80	00	air cock	10 pces	@ ¢.30	3	00
75	00	galv. hinges	39 pairs	@ ¢.75	29	25
30	00	4" L	2 pces	@ ¢2.00	4	00
6	30	1" pipe	250 ft.	@ ¢.15	37	50
		¾" pipe	84 "	@ ¢.12	10	08
75	00	1"-¾" T	3 pces	@ ¢.40	1	20
6	00	1"-¾" L	6 "	@ ¢.35	2	10
50	00	¾" L	6 "	@ ¢.30	1	80
220	00	4" value		@ ¢24.00	24	00
90	00	¾" value	6 "	@ ¢1.50	9	00
548	70				4524	53

Hose nipple	6 pieces	@ $.35	2	10
1/4" cable	340 ft	@ $.04½	15	30
window opener	2 pieces	@ $1.50	3	00
block	2 "	@ $.50	1	00
flanges	17 "	@ $1.40	23	80
6" bolt	1½ boxes	@ $4.75	7	13
1" pipe (beam + brace)	878 feet.	@ $.15	131	70
1/4" x 4" galv. bolt	3 boxes	@ $2.75	8	25
glass	95 boxes	@ $7	665	00
cement	50 pks.	@ $.95	47	50
white paint	15 gal.	@ $5	75	00
Linseed oil	2 gal.	@ $1.50	3	00
2¼" & 3" galv. nails	100 lbs.	@ $.08	8	00
2" x 3" (framework)	3657 ft	@ $50 per M	182	85
2" x 4" (")	310 ft.	@ $50 " "	15	50
2" x 2" x 10'	34 pieces	@ $50 " "	5	50
6" x 6" (cedar garter)	540 ft.	@ $50 " "	27	00
3" x 4" (frame)	360 ft.	@ $50 per M.	18	00
Labour to build 2 houses			1800	00
			3039	63

No 3. House (36'X100')

2" pipe	1672 feet	@ $.25	418	00
2" "	144 "	@ $.25	36	00
1" "	324 " (beam)	@ $.15	48	60
1" "	160 " (window opener)	@ $.15	24	00
1" "	90 " (brace)	@ $.15	13	50
1" "	140 " (water)	@ $.15	21	00
3/4" "	10 "	@ $.12	1	20
1" valve	2 pieces	@ $2.00	4	00
2½" pipe	183 feet	@ $.60	109	80
window opener handle	2 pieces	@ $1.50	3	00
flanges	18 pieces	@ $1.40	25	20.
½" X 8" galv. bolts	62 pieces	@ $4.75 a box of 50	5	75.
¾" X 4" galv. bolt.	2 boxes	@ $2.75	5	50
2½" T	12 pieces	@ $1.25	15	00
2" L	42 "	@ $.70	29	40
2" nipple	8 "	@ $.12		96
2" 45° L	8 "	@ $.70	5	60
2" Union	8 "	@ $.75	6	00
air cock	8 "	@ $.30	2	40
rubber hose bushing	2 "	@ $.35		70
galv. hinges	21 pairs	@ $.75	15	75
2½" L	8 pieces	@ $1.00	8	00
2½" 45° L	2 "	@ $1.00	2	00
2"X3" (framework)	2309 ft	@ $50 per M.	115	45
2"X2"X10'	54 ft.	@ " "	2	70
2"X4"	181 ft	@ $50 " "	9	05
3"X4"	200 "	@ $50 " "	10	00
2" & 3" galv. nail	50 lb.	@ $.08	4	00
30" X 12' boiler			200	00
Fire brick	1000 pieces	@ $.11	110	00
Cement	60 sks.	@ $.95	57	00
Labour to set up boiler			300	00
Labour to build 2 houses			1000	00
			2609	56

Sawdust Bunker.

36'X80'X20'

Galv. roofing tin	200	00
Cedar posts 59 pieces @ $3.00	177	00
1" rough board 4640 ft @ $20 per M	92	80
Bridge to bunk		
10'X30' 1200 ft	24	00
foundation for bridge	20	00
3" black nail 1 Keg	5	00
4" & 6" black nail 30 lb.	1	50
Labour to build bunk	300	00

Living quarters 22'X30'X15' (8 rooms)	1000	00
Land Value 16.29 A.	1000	00
Packing House 10'X12'	100	00
½ T. Chevrolet (dumping truck)	100	00
Iron Tank 5'X10'	100	00
Old boiler 4'X16'	75	00
4" pipe Vise	18	00
24" " wrench	3	15
18" " "	1	75
14" " "	1	25
4 ft. chain pipe wrench	5	00
Boxes (tomato) 200 @ 8¢	16	00
" (cucumbers) 500 @ 6¢	30	00
Basket 1000 pieces @ 1¢	10	00
Paper (16"X16") 300 lb. @ 5¢	15	00
Manila Twine 200 lb. @ 6½¢	13	00
White paint 15 gal. @ $5	75	00
Sawdust 100 Units @ $2	200	00
4ft - Wood 20 cords @ $4.50	90	00
Smoke Stack for No 3 House 12"X30' @ $.75 ft	22	50
glass for No 3 House 55 boxes @ $7	385	00

4-inch tube brush & handle	5 00
8-inch saw ½ x 12" shaft and pulley 2 bearings	10 00
Rent for 1943 - ₱500.00 Received - ₱250.00 Balance ₱250.00	250 00
	4345 95
Grand Total	18,617 92
~~Less~~	~~3,600~~
	~~15,017 92~~
1 scale	18 00
Dirt Scraper	25 00
1 doz. buckets for picking tomatoes @ ₱.35	3 75
Grand Total	18664 67

BC-215-P

6972

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

Farm Appraisal Report

File No. J.L.691

Land Description Pcl."D" of NW¼ of Sec.14, Tp.12, Map 4372, N.W.D.

Containing 17.38 Acres

Owner's Name R. YOSHIHARA Post Office Address R.R.1, Whonnock, B.C.

Nearest Rail Point Haney - C.P.R. Distance 4½ miles

Market Town New Westminster, B.C. Distance 25 "

Church (give denomination) All denominations- Haney, B.C. Lutheran locally. Distance 4 "

Nearest School Websters Corners Public School Distance 1 "

State how property was identified: One corner post located & map & road check.

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

Property has access to Dewdney Trunk Road by 33' lane, gravelled, which finishes at property.

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

Employment opportunity Extremely limited.

Predominating Nationality and religion: British, Protestant, mostly Japanese and Finnish families in area.

Describe Fencing and its condition: 3 B.W. down East line. Value $ 74-1

Water supply: 22' dug well at house; seepage well & reservoir from Winter creek for Greenhouses. Value $

EXHIBIT No. 74-1 DATE 12 Feb 1948 FILED BY R.J. Summerfield

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	28 x 28	Frame.	18'	Shgl.	8	Cedar blks.	Fair	725.00
Greenhouse	18 x 151	Sash & Glass	8x8'6	Glass	10	Wood	Poor	2234.00
" "	18 x 151	" "	8x8'6	"	9	"	"	
~~BARN~~	18 x 151	" "	8x8'6	"	8	"	"	
" "	18 x 180	" "	8x8'6	"	7	Cement	Good	1750.00
~~BARN~~	18 x 180	" "	8x8'6	"	6	"	"	
" "	18 x 104	" "	8x8'6	"	1	"	"	1425.00
~~GRANARY~~ "	18 x 104	" "	8x8'6	"	1	"	"	
Sawdust barn	36 x 85	Pole & Bds.	20'	C.iron	3	Ced.poles in ground	Fair	150.00
2 Boiler hses.	12 x 18	Rough Lbr.	6'	" "	3	-	"	500.00
	x							
	x							

No electric light available unless brought from Dewdney Trunk Road, a distance of 21 chains.

Total present day value $ 6,784.00

Total Value Buildings add to farm House, Greenhouses & Boiler plants $ 3,390.00

Is dwelling habitable without repairs? Yes. If not what is your approximate estimate of cost to make it habitable? House is very unattractive having a box appearance owing to size and height. $

Describe the basement and chimneys: No basement; stove pipe chimney.

No. rooms downstairs? 4 Upstairs? 4 How finished Shiplap lined

Are buildings painted? No. Condition of paint Glass house sash painted.

Distance from nearest bush 50' to 100' from nearest heavy bush.

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

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
2.10	Level	10" sdy.to clay loam	Clay	Grass & greenhouses & building sites.	70.00	147.00

Area which can be cultivated without cost other than for breaking.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE

Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	TOTAL
15.28	Undulating	8"to10" sdy. to grav.lm.	Clay	Heavy bush;some cordwood.	150. per acre up	10.00	152.80

Area Unsuitable for Cultivation.

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

Total value of Land $ 299.80

Total added by buildings to value of farm $ 3390.00

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

Total value of farm $ 3689.80

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

Owner & family are still in occupation,& greenhouses are full of tomato crop,about finished. Family intend moving to Lillooet,but no arrangements made for leaving;owner intends leaving Power of Attorney with friend if unable to arrange a lease before leaving.

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

Note sketch; place started as a greenhouse proposition & greenhouses seem to have been built with no idea as to uniformity.

Noxious weeds:

Some thistles in cleared land.

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

Maple Ridge Municipality, Haney, B.C.

Land assessed at $ 700.00
Improvements at 5400.00
$ 6100.00

1942 Tax - $82.82.

Date: 18th June 1942.
Place: New Westminster,B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 17 day of June 1942.

Inspector's Signature

"L.B. PLUMBLY"

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

S.S. Form No. 43
(Sheet 2)

Farm Appraisal Report

R. YOSHIHARA

Remarks: This place has only a small acreage cleared and all cleared land is taken up by Greenhouses and other buildings. The Greenhouses have been built in units; the first house, 18x151-10 years; the next unit-9 years; the next unit-8 years; all on wood foundation; the next unit, 18x180 was built 7 years ago and then the next unit, 18x180-6 years ago, on cement foundation, and no more were added until 1941, when the 36x104 greenhouse was constructed. No idea as to uniformity or lines have been considered and it appears they were built just where sufficient land was cleared.

Property has a poor approach down a 33 foot lane, 21 chains from Dewdney Trunk Road. If plant was increased, I think a water shortage would be a serious handicap as well dries in summer.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

A few bearing trees scattered in cleared land.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUIITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

	Present Value
2.10 acres - cleared, and in grass and taken up with Greenhouse and buildings and cord wood.	$
Balance of land all in bush.	$
	$
	$
	$
	$
	$
	$
Total	$

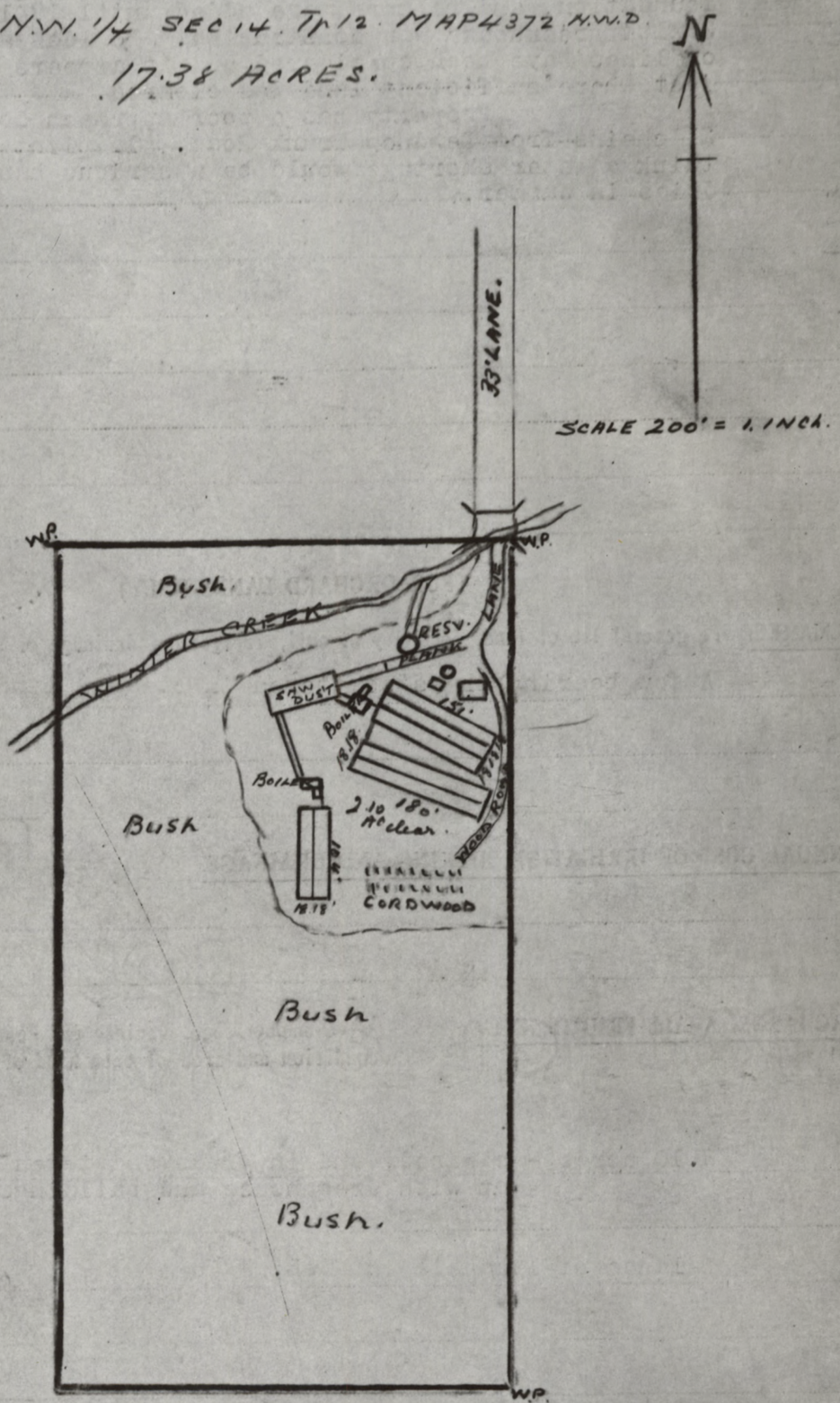
Amount fruit trees add to value of farm $

Diagram of Property

R. YOSHIHARA.

Pcl. "D" of N.W. 1/4 SEC 14. Tp 12. MAP 4372 N.W.D.

17.38 ACRES.



Following careful review of this appraisal report, it is my opinion that the present value is $ 3700

Date 30th July 19 42.

"I. T. BARNET"

District Superintendent.

RINICHIRO, YOSHIHARA REG. NO: 14476.

STATEMENT RE CLAIM

(LANDS & PREMISES - GREENHOUSE BUSINESS
EQUIPMENT - CHATTELS).

LAND: 17½ acres more or less situate 4½ miles from Haney, B.C.

Purchased in 1929 at Tax Sale for $200.00.

When I purchased this property it was wild land. Had to build my own road into it. Subsequently Council purchased this.

IMPROVEMENTS MADE BY CLAIMANTS:

I cleared 2½ acres over a period of 10 years. I started out growing berries but in 1931 started to go into the greenhouse business and since that have specialized in this business.

BUILDINGS

DWELLING HOUSE	Size	Built
8 rooms,- 2 storey frame; siding	28 x 28	1932
GREENHOUSES		
No. 1	18 x 151	1931
No. 2	18 x 151	1932
No. 3	18 x 151	1934
No. 4	18 x 180	1935) Cement
No. 5	18 x 180	1936) foun-
No. 6	18 x 104	1941) dations
No. 7	18 x 104	1941)
SAWDUST BIN	36 x 85 (corrugated roof)	1939
BOILER HOUSES		
No. 1	12 x 18 (corrugated roof)	1933
No. 2	ditto	1941

WATER SYSTEM

1½ horsepower Fairbanks Morse gasoline engine & pump at the creek in my property & piping into tank about feet of one-inch black pipe. — Installed in 1932.

Wooden water tank (800 gals.) elevated on a 20-foot high platform
Piping from tank to all buildings laid underground. — Installed in 1931.

EXHIBIT NO: 74-2
DATE 12 Feb 1948
FILED BY R. J. McMaster

METHOD OF OPERATION

Followed similar method of greenhouse construction and operation as Mr. M. Nagai.

GOODWILL:

In 1942 I was able to take off a crop of 1151 cases of tomatoes and 1224 crates of cucumbers which were sold on the early market at good prices averaging for the tomatoes $3.04 a crate and for cucumbers $1.23 a crate. I have all my invoices to 1942 from which I have taken these figures. I received a gross income of $5,014.15 from sale of tomatoes and cucumbers that year.

I worked on the premises myself and my wife and daughter helped me when they were free from household duties. In addition to this I hired my nephew for the year around at $60.00 per month and board; for two months in the summer I employed one girl and paid her $60.00 per month and board. My expenses were as closely as I can recall them:-

150 loads sawdust @ $4.00	$ 600.00
Wages	840.00
Manure & Fertilizer	145.00
Straw	30.00
Twine & Rafia	20.00
Cuke Boxes	73.56
Tomato Boxes	92.08
Tomato Baskets	46.04
Nails	10.00
Wrapping Paper	15.00
Gas, Oil & Repairs	300.00
	$2171.68

My net income in 1942 (with respect to the 1942 crop) would be on this basis about $2800.00. We got a good portion of our foodstuffs off the land.

LEASE:

I was evacuated August 31st, 1942. I arranged with a friend of mine, Mr. Kenneth Lee, about a month before my evacuation to rent my premises and greenhouse business to him. On August 27th, 1942, we entered into a lease for $500.00 per year. I believe I could have obtained a higher rental if I had looked for some other tenant, but I hoped to be able to come back to the premises and knew that I could depend on Mr. Lee. I am advised that he entered on the premises and has lived there and operated the business ever since. In 1943 the Veterans Land Act Administration bought the property for $3622.00. In my opinion they bought it as a going concern.

3689 7378
73
3616

CHATTELS, EQUIPMENT & SUPPLIES:

I took practically all my furniture with me but naturally left with Mr. Lee for the operation of the greenhouse business the supplies, machinery and tools relating thereto. The Custodian apparently made no adjustment at the time of sale for the supplies used by the tenant, nor did he take any inventory of the tools and equipment. As he did not collect any rent for me from Mr. Lee, after the sale to V.L.A., I presume he sold these with the business. I do not see any credit for these, however, in the Soldier Settlement Board appraisal on which the sale price was based.

The items of machinery, equipment and supplies with respect to which I claim are set forth in the Custodian's Claims Analysis as well as the values I place thereon. I claim that these should be considered as increasing the value of the lands, premises and business which was sold or at least I should be paid for them.

R. Yoshihara

Analysis of Personal Property Claim — Case No. — Exhibit No.
Kinichiro YOSHIHARA, Regn. No. 14476 — Venue - - Kamloops

JP DECLARATION 30th April, 1942	INVENTORY		DETAILS OF CLAIM			No Record at any time	Remarks
Nil	Nil	1.	½ Ton Chevrolet Dump Truck	$100.00			Probably an unregistered vehicle, used for hauling sand
		2.	Iron tank 5 x 10	100.00			Probably a fixture — dust & earth on the ppty.
		3.	Old boiler 4' x 16'	75.00			Probably useless as a heating boiler, but of some value for water storage
		4.	4" pipe vice	18.00	T		
		5.	24" pipe wrench	3.15	T		
		6.	18" " "	1.75	T		T for tools, necessary for the successful operation of the greenhouses
		7.	14" " "	1.25	T		
		8.	4' chain pipe wrench	5.00	T		M = Machinery
		9.	200 tomato boxes at 8¢	16.00	T	all.	
		10.	500 cucumber boxes at 6¢	30.00	T		
		11.	1 M basket pieces @ 1¢	10.00	T		
		12.	300 lbs paper at 5¢	15.00	T		
		13.	200 lbs twine at 6½¢	13.00	T		
		14.	100 units sawdust at $2.	200.00			Probably amount in bin at time lease was executed
		15.	20 cords wood 4' at $4.50	90.00			" " " storage " " " "
		16.	4" tube brush & handle	5.00	T		
		17.	1 - 8" saw & shaft etc.	10.00	M		
		18.	1 scale	18.00	T		
		19.	1 Dirt scraper	25.00	M		
		20.	1 Doz. picking buckets	2.75	T		
				$739.90		$739.90	

No declaration was made by the tenant, nor is there any evidence of an inventory having been made by Custodian's representative, due no doubt to the fact that no chattels had been declared.

g

EXHIBIT No. 74-3
DATE 12. Feb. 1948
FILED BY R. J. McMaster



EXHIBIT No. 74-4

DATE 12 Feb. 1948

FILED BY R. J. McMaster



Form No. 8. Statutory Lease. 9-45. Clarke & Stuart Co. Ltd., Law Printers and Stationers, Vancouver, B.C.

This Indenture

Made in duplicate the 27th day of August in the year of Our Lord one thousand nine hundred and forty-two

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

RINICHIRO YOSHIHARA, of the town of Haney, in the Province of British Columbia, farmer

Insert full Names, Addresses and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

And

KENNETH FREDERICK LEE, of the town of Haney, in the Province of British Columbia

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, **All and Singular** that certain parcel or tract of land and premises situate, lying and being in the Corporation of the District of Maple Ridge, in the Province of British Columbia, and more partifularly known and described as the North-west Quarter of Subdivision "D", of Section Fourteen (14), of Township Twelve (12) Group 1, New Westminster District,

1. IT BEING UNDERSTOOD AND AGREED that during the said tenancy, the Lessee admits and agrees that the heating and water systems and the greenhouses are in perfect working order and in a good state of repair, and that the Lessee herein undertakes covenants and agrees to keep the same in a fit state of repair and to do all necessary repairs required, whether it be by reason of vis major, or for any other reason the said premises may suffer damage or injury, the tenant agrees to replace such damage or injury and keep the same in a good state of repair, and on the termination of the tenancy herein, to return the said premises in the same condition as given him on the date of the execution of this Lease.

2. IT IS FURTHER AGREED that the tenant may be privileged to cultivate a portion of the said land herein adjacent to the greenhouses and dwelling, but not the whole of the said land herein demised.

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

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

Date Mar. 19/48. E. M. Young
Signature

EXHIBIT No. 74-5
DATE 12 Feb 1948
FILED BY J.W.G. Hunter

From the First day of October one thousand nine hundred and forty-two for the term of thence ensuing.

Yielding during the said term therefor the rent of Five Hundred ($500.00) Dollars,

of lawful money of Canada, payable on the following days and times that is to say:
payable in semi-annual instalments of $250.00 each, the first of said payments of $250.00 to be made on the 1st day of October, A.D. 1942, and the payment of the balance of $250.00 to be made on the 1st day of May, A.D. 1943, both in advance.

the first payment to be made on the day of , 194

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

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

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

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

And that he will leave premises in good repair;

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

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

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

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

And also that
attachment by
of creditors, or
for bankrupt o
become due an

And it is her
thereof shall at
as to render th
tionate part the
recovering the
Lessor have be

Provided alway
shall hold over
new tenancy th
to year, and sh
are applicable

Wherever the
include the plu
istrators, succe
or the parties

In Witness W
first above wr

SIGNED, S
IN

Signature of Wit

Street Address

City or Town

Occupation

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

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

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

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

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

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF
(Signed)

Signature of Witness

Street Address

City or Town

Occupation

RINICHIRO YOSHIHARA

KENNETH FREDERICH LEE

Dated August 27th 1942

RINICHIRO YOSHIHARA

—TO—

KENNETH FREDERICK LEE

Statutory Lease

SHORT FORM

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

FLEISHMAN & MEAGHER
Barristers & Solicitors
314 Standard Bank Bldg.,
VANCOUVER, B. C.

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the day of August, 1942, at , in the Province of British Columbia,

RINICHIRO YOSHIHARA (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 is subscribed thereto as party, that he knows the contents thereof, and that he executed the same voluntarily, and he is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at in the Province of British Columbia, this day of 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, strike out the words in brackets.

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA
To Wit:

I, of the of , 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.

Vancouver, B.C.
January 13th 1950.

Attention of Mr.Olmsted

Deputy Minister of Justice,
Ottawa, Canada.

Dear Sir,

Re Claims Nos.74 and 75, Rinichiro YOSHIHARA
Your file 152189-I

Further to my letter to you of the 4th inst.-

I am now advised by Counsel for the above claimant that if he is not permitted to reacquire this property at the price at which it was sold to the Department of Veterans Affairs, he prefers to proceed with his claim under the terms of the Order-in-Council authorizing the Inquiry.

I therefore propose to hear the claim and make such recommendation as the evidence may appear to warrant.

I think it might be desirable that you inform the Minister of Veterans Affairs of Yoshihara's decision.

Yours truly,

HIB/W.