Name of Claimant SAWAYAMA, Natsu Case 209

Custodian File 7343

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	
750	37.50 12.50										50.00

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	50.00

CASE NO: 209

JAPANESE PROPERTY CLAIMS COMMISSION

Vernon, B.C.

April 28, 1948

IN THE MATTER OF THE CLAIM OF

(MRS) NATSU SAWAYAMA

PROCEEDINGS AT HEARING

Original

CASE NO: 209

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

(HIS HONOUR, JUDGE M.M. COLQUHOUN, SUB-COMMISSIONER)

Vernon, B.C.

April 28, 1948

IN THE MATTER OF THE CLAIM OF

(MRS.) NATSU SAWAYAMA

PROCEEDINGS AT HEARING

APPEARANCES:

D.S. McTAVISH, Esq.,	appearing for the Dominion Government
R.J. McMASTER, Esq.,	appearing for the Claimant.

T.J. MARRION, Esq.,	Secretary to Vernon Sub-Commission.
G.N.R. UPTON, Esq.,	Official Interpreter
G. HAMBLETON, Esq.,	Official Reporter.

MR. McMASTER: Mrs. Natsu Sawayama, No. 229 on the original list.

(MRS) NATSU SAWAYAMA, the Claimant herein, being first duly sworn, testified through the official interpreter as follows:

MR. McMASTER: This is a rather unusual case, your honour, if I might draw it to your honour's attention. The claimant had a mortgage on a piece of property, the property was owned by a Japanese and vested in the Custodian. The Custodian proceeded to sell the property, and wished to have the claimant sign a release of her mortgage. However, the amount at which the Custodian proposed to sell the property would not pay off the balance of the mortgage and she refused to consent in those circumstances, and the Custodian then proceeded, nevertheless, to sell the property and to execute a discharge of the mortgage. He paid over to the claimant the amount received on the sale. However, that amount was some $494.00 less than the amount that was owing to the claimant under the mortgage.

The claim is based on the Custodian having sold her interest in the lands, that is to say, she was, in fact, the legal owner of the land with a right of defeasance to the mortgagor.

DIRECT EXAMINATION BY MR. McMASTER:

Q: Witness, did you instruct me to prepare this statement with regard to your interest in this

land and is that your signature on the statement?

A: Yes.

Q: Are the statements contained therein true to the best of your knowledge and recollection?

A: Yes.

MR. McMASTER: I would ask to file that as Exhibit No. 1, your honour.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. McMASTER: On behalf of my learned friend I file what purports to be a copy of an appraisal made by Johnson Reeve and Watson with respect to this property dated July 19, 1943.

(Appraisal marked Exhibit No. 2)

MR. McMASTER: If I might refer to Exhibit No. 1, your honour. The property in question was situated at 353 East Cordova Street, Vancouver, B.C. It was a house with five rooms, siding walls, shingle roof, concrete blocks, used as a dwelling and situated on a lot 25 feet by 122 feet. The claimant estimates the value at the date of sale at at least $1500.00, that is, of the land, not of her interest in it, necessarily. She states: "On November 23, 1938, I lent Kazuo Kobayashi $1000.00 repayable on the 1st day of November, 1943, together with interest at the rate of 6% per annum payable semi-annually. He gave me a first mortgage on the above-noted premises. He paid the interest up to November 1st, 1940 so that when the property was sold on August 5, 1943 he owed me $1000.00 principal and $165.00 interest. (He represented the

premises were worth $2500.00 when I advanced the money) On August 5, 1943, the Custodian sold the premises for $750.00 and after I refused to execute a discharge of mortgage, the Custodian discharged the mortgage without my consent. He credited my account with $671.00 and I claim to be entitled to a further $494.00. Had the Custodian sold the property for its fair market value, I would have been fully paid. He sold my interest in the lands and premises when he discharged the mortgage. I visited the premises early in 1942 and they appeared to be in a fair state of repair at that time. They were rented at $20.00 per month. The premises were insured for $1500.00 and the policies assigned to me as my interest appeared."

THE COMMISSIONER: The mortgagors personal covenant would be extinguished, would it?

MR. McMASTER: I haven't seen the discharge of mortgage, your honour, but I presume it would be.

Q: Witness, I produce to you a copy of a mortgage dated November 23, 1938. Is that a copy of the mortgage which you entered into with respect to these premises? A: Yes.

MR. McMASTER: I would ask to file that as the next exhibit.

(MORTGAGE MARKED EXHIBIT NO. 3)

MR. McMASTER: Your honour, I have two insurance policies, both with the Sentinel Fire Insurance Company of Springfield, Massachusetts, policies numbered 72431 and 72444, respectively, for the sums of

$700.00 and $800.00, insuring the premises in question in each case, and in each case showing the loss, if any, on buildings payable to Natsu Sawayama, mortgagee, as per mortgage clause attached. I don't think it is necessary to file these, if my learned friend would look at them and admit that they are as stated by myself.

MR. McTAVISH: That is correct, your honour.

MR. McMASTER: I would ask my friend if he would be good enough to admit that the 1944 assessed value on the land was $800.00, on the improvements, $350.00.

MR. McTAVISH: That is correct, your honour.

MR. McMASTER: Your witness.

MR. McTAVISH: It is submitted, your honour, that the claimant still has a right of action for the amount of her claim against Kazuo Kobayashi for the amount of the mortgage and has no claim against the Custodian. It is further submitted that the real property was sold for its fair market value.

CROSS EXAMINATION BY MR. McTAVISH:

Q: Witness, have you made any demand upon Kazuo Kobayashi for the amount of this claim?

A: No.

Q: Has anyone made a claim against him on your behalf?

A: No.

Q: Would you disagree with the statement made in the appraisal of the property, that its condition was very bad indeed inside and outside, old and worn out and probably infested with vermin?

A: I don't know.

Q: Before evacuation, 353 East Cordova Street was in the center of a Japanese district, was it?

A: Yes, it was, but there were also white people round there, too.

MR. McTAVISH: That is all, your honour.

MR. McMASTER: I would ask my learned friend if he would be good enough to produce a copy of the release that was executed by the Custodian discharging the mortgage.

MR. McTAVISH: I don't appear to have one in my file, your honour. I will undertake to have one produced.

MR. McMASTER: I would ask my friend to admit that the property sold for $250.00 more than the appraisal that has been filed as an Exhibit, Exhibit No. 2.

MR. McTAVISH: Property sold for $750.00, your honour.

MR. McMASTER: I would ask my friend to admit that the property was rented at $20.00 a month.

MR. McTAVISH: That is correct, your honour.

MR. McMASTER: And that the taxes were approximately $50.78 a year.

MR. McTAVISH: That is correct, your honour.

MR. McMASTER: I would also ask my friend to admit that between the date of the mortgage on November 23, 1938 and the date of the sale of these premises, that they had been transferred, subject to the mortgage, to one Tasabura Chaka.

MR. McTAVISH: That is correct, your honour.

MR. McMASTER: No questions, your honour.

THE COMMISSIONER: Thank you, that is all.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton

G. Hambleton
Official Reporter

I hereby certify that the foregoing transcript purports to be an accurate record of the evidence heard before me.

M. C. Clapham

Sub-Commissioner

CASE NO 209

NOV 25 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

7343

13

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

(1) NAME (Mrs.) Sawayama (NAKAYAMA) Natsu (RCMP) Reg. No. 14062
(Print) Surname Given Name

(2) Pre-Evacuation Address 2nd Ave., Port Hammond, B.C.

(3) Present Address c/o R.E. Postill, R.R. No. 2, Vernon, B.C.

(4) REAL ESTATE

(a) Street Address (if any) 353 East Cordova St., Vancouver, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Lot 30 Block 55, District Lot 196, Group 1,
New Westminster, B.C.

(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.) Mortgagee

(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) - $ 1417.34 1165
(v) Amount at which Custodian sold property and credited your account - - $ 606.90 671
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 810.44 494

(5) PERSONAL PROPERTY

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

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

(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. _____ Estimated Value $_____
2. _____ Estimated Value $_____
3. _____ Estimated Value $_____
4. _____ Estimated Value $_____
5. _____ Estimated Value $_____
6. _____ Estimated Value $_____
7. _____ Estimated Value $_____
8. _____ Estimated Value $_____
9. _____ Estimated Value $_____
10. _____ Estimated Value $_____

TOTAL CLAIM FOR PROPERTY LOSS $_____

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) - $ 810.54

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

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

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

DOMINION OF CANADA)
Province of British)
Columbia TO WIT:)

I, Natsu Sawayama (Nakayama) c/o R.E. Postil ~~of the~~ R.R. # 2,
of Vernon in the Province of British Columbia

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 Vernon)
in the Province of British Columbia)
this 15th day of November)
A.D. 1947. Lindsay Styer) A Notary Public in and for the Province of British Columbia
A Commissioner &c.

Natsu. Sawayama

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.

_____

_____

_____

_____

MRS NATSU SAWAYAMA
(Claimant's Name)

Interest in
REAL ESTATE
(Other than farm)

14062
Reg. No.

353 E. Cordova Vancouver B.C.

Type of Premises (e.g.House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
House 16'x24'	5	siding walls, shingle roof Concrete Blocks	Dwelling	25'x122	not known see below	

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Industrial & industrial dwellings	See below	n/a	at least 1500.00

Comments re upkeep of premises: On Nov. 23 1938 I lent Kazuo Kobayashi $1000.00 repayable on the 1st day of November 1943 together with interest at the rate of 6% per annum payable semi-annually. He gave a first mortgage on the leasehold premises. He paid the interest up to Nov 1940 so that when the property was sold on Aug 5 1943 he owed me $1000 principal and $165.00 interest. (He represented the premises were worth $2500 when I advanced the money)

On Aug. 5, 1943 the custodian sold the premises for $750 and after I refused to execute a discharge of mortgage; the custodian discharged the mortgage without my consent. He credited my account with $671.00 and I claim to be entitled to a further $94.00. Had the custodian sold the property for its fair market value I would have been fully paid. He sold my interest in the lands & premises when he discharged the mortgage.

Comments re Appraiser's report not covered above: I visited the premises early in 1942 and they appeared to be in a fair state of repair at that time. They were rented at $20.00 per mo. ~~Insured for $ His~~ The premises were insured for $1500.00 and the policies assigned to me as my interest appeared

M. Sawayama
SIGNATURE

EXHIBIT No. 209-1
DATE 28 April 1948
FILLED BY Claimant

C
O
P
Y

JOHNSON, REEVE and WATSON
Estate Agents

Bank of Nova Scotia Building
602 West Hastings Street
VANCOUVER, B.C.

19th July, 1943.

The Custodian's Office,
Vancouver, B.C.

File No. 11686

Dear Sir:

Catalogue No. 51
Lot 30 Block 55 D. L. 196
353 East Cordova Street

We have inspected this property and beg to report as follows:-

Location	Central district of industries and industrial dwellings.
Land	25' x 122' Fences and wood walks all broken.
Building	1½ storey frame dwelling 16' x 24' on concrete blocks. 5 rooms and w.c. in outside shed. Siding walls, shingle roof.
Condition	Very bad inside and outside. Old and worn out, and probably infested with vermin.
RENT	$20.
City Assessment	$1,150 (Land $800 Building $350)
Taxes	$50.78
Appraisal	We are of the opinion that the value of this property is $500.

Yours faithfully,

JOHNSON, REEVE & WATSON

per
"D. W. Reeve"

EXHIBIT No. 209-2
DATE 28 April 1948
FILLED BY Claimant on behalf of Crown

Form No 5 Mortgage (Short Form) 9-33 The Clarke & Stuart Co., Limited, Law Printers and Stationers, Vancouver, B.C.

Duplicate
Copy only

This Indenture

Made (in duplicate) this 23rd day of November in the year of our Lord one thousand nine hundred and thirty-eight

In Pursuance of the "Short Form of Mortgages Act"

Between

KAZUO KOBAYASHI of 300 East Cordova Street, in the City of Vancouver, in the Province of British Columbia, Clerk

Insert full name, Street Address and Occupation of each party.

(hereinafter called the Mortgagor)
of the **FIRST PART**

AND

NATSU SAWAYAMA of Port Hammond, in the Province of British Columbia, wife of Gonzo Sawayama, of the same place, millhand

(hereinafter called the Mortgagee)
of the **SECOND PART**

WITNESSETH that in consideration of the sum of----------One Thousand----------
--------($1000.00)---------- 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 **FOREVER:**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the City of Vancouver
Province of British Columbia, more particularly known and described as

Lot Thirty (30), in Block Fifty-five (55), in the Subdivision of District Lot One Hundred and Ninety-six (196), Group One (1), New Westminster District, according to a map or plan deposited in the Land Registry Office in the City of Vancouver under number 196.

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 --------One Thousand---------- -----($1000.00)---------- Dollars of lawful money of Canada, with interest at six -- per cent. per annum, both before and after maturity, as follows: The said principal sum of $ 1000.00 is to be paid as from the 1st day of November, A.D. 1938. the 1st day of November, A.D. 1943,

interest to be computed as from the 1st day of November, A.D. 1938.

interest for the same at the rate aforesaid, payable by equal instalments of $ 30.00--(Thirty Dollars) on the ------1st---------- day of May and November in each and every year hereafter

until the principal is paid, without any deduction whatsoever, the first payment of interest to be due and payable on the -----1st---------- day of May, 1939.

AND TAXES and performance of Statute Labor.

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 will pay as and when the same may be demanded, all or any tax or taxes that may at any time during the continuance of this security be levied on the said lands and premises.

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 incumbrances.

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 incumber the said lands. **AND THAT** the said Mortgagor will not permit a lien to be acquired against the said lands under the "Mechanic's Lien Act" or any amendment thereof.

AND THAT the said Mortgagor will insure the buildings on the said lands to the amount of not less than their full insurable value in 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 said Mortgagee on default of payment for ----one------ month may on ----------Thirty days---------- notice enter on and lease or sell the said lands, **PROVIDED** that the Mortgagee may distrain for arrears of interest; **PROVIDED** that, in default of the payment of the interest hereby secured, or taxes as hereinbefore provided, the principal hereby secured shall become payable.

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 said City of Vancouver 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.

AND it is hereby agreed that in the event of the Mortgagor failing to pay any taxes or Mechanic's Liens as aforesaid, the Mortgagee may pay the same and the amount so paid shall forthwith become part of the principal hereby secured, and be a charge on the said lands in favour of the Mortgagee, carrying interest at the rate aforesaid, prior to all claims thereon subsequent to these presents, and shall be payable forthwith.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the 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.

SIGNED, SEALED and DELIVERED
In the presence of

Signature of Witness E. T. Kellam

Street Address

City or Town Vancouver BC

Occupation of Witness Solicitor

Kazuo Miyashita

Acknowledgment of Officer of Corporation

I Hereby Certify that, on the day of , 193 , at , 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 of , and that he is the person who subscribed his name to the annexed Instrument as of the said , and affixed the seal of the 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, at in the Province of British Columbia, this day of in the year of our Lord one thousand nine hundred and thirty

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.

EXHIBIT No. 203
DATE 28 April 1948
FILED BY Claimant

Dated November 23rd 1938

KAZUO KOBAYASHI

—TO—

NATSU SAWAYAMA

Mortgage

SHORT FORM

The Clarke & Stuart Co., Ltd., Law Printers and Stationers, Vancouver, B. C.
Form No. 5

KILLAM & SHAKESPEARE
Barristers &c.,
Vancouver, B. C.

ACKNOWLEDGMENT OF MAKER (INCLUDING MARRIED WOMAN)

I Hereby Certify that, on the Twenty-fifth day of December, 1938, at the City of Vancouver, in the province of British Columbia, KAZUO KOBAYASHI (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 he has subscribed thereto as part y, that he know s the contents thereof, and that he executed the same voluntarily, and that he is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at the City of Vancouver in the Province of British Columbia, this 6th day of December in the year of our Lord one thousand nine hundred and thirty-eight.

Killam

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 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 , 193

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