Name of Claimant TANOSHITA, Sadao Case 553

Custodian File 5582

## 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 | |
| | | | | | 461. | | 289.89 | | | | 289.89 |

## 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 | |
|---|---|---|---|---|---|---|---|---|
| | | | 46% | 28.10 | 12.92 | 20.00 | 2.40 | 15.32 |

TOTAL RECOMMENDATION 305.21

CASE NO; 553.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 10th, 1948.

IN THE MATTER OF THE CLAIM OF
SADAO YANOSHITA.

PROCEEDINGS AT HEARING.

The within transcript contains an accurate record of the evidence adduced before me.
L. H. Stock.
Pub. commissioner

Original.

CASE NO. 553.

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 L. H. STACK, SUB-COMMISSIONER).

Lethbridge, Alberta,

August 10th, 1948.

IN THE MATTER OF THE CLAIM OF

SADAO YANOSHITA.

PROCEEDINGS AT HEARING.

APPEARANCES:

| | |
|---|---|
| G.E.A. RICE, Esq., K.C., | appearing for the Dominion Government. |
| W.E. HUCKVALE, Esq., | appearing for the Claimant. |

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| | |
|---|---|
| MISS LILLIE THOMAS, | Secretary. |
| D.J. HANDFORD, Esq., | Official Interpreter. |
| S.R. HOWARd, Esq., | Official Reporter. |

THE SECRETARY: Case No. 553, Sadao Yanoshita.

MR. HUCKVALE: In this case, before we begin, I call my friend's attention to the fact that the chattel claim is being reduced by 25%, so that it comes to $26.25.

THE SUB-COMMISSIONER: 25% off?

MR. HUCKVALE: Yes.

SADAO YANOSHITA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Yanoshita, you are claiming with respect to farm land, is that right?

A Yes.

Q And the farm land is described as Block 2 of Subdivision of Lot 2, Map 5069, being part of Parcel "A" of the Southeast Quarter of Section 33, Township 16, Plan 5845, Municipality of Matsqui?

A Y es.

Q And is that a copy of the agreement under which you bought this particular land?

A Yes.

MR. HUCKVALE: I will tender this agreement of sale, sir.

(AGREEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Now with respect to that farmland, I want to show you this form (indicating). Will you just take a look at that, please?

A Yes.

Q Have you read that over or had it read over to you?

A Yes.

Q And is that your signature on it?

A Yes.

Q And are the particulars which you have given in that form true and correct to the best of your knowledge, information and belief?

A Yes.

MR. HUCKVALE: I will tender that, sir, as Exhibit 2.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Perhaps my friend can now file on behalf of the Crown the appraisal in this case.

(APPRAISAL REPORT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: I notice that in the real property form, Mr. Yanoshita, you have not given the size of your buildings. Can you tell me how big your house was, for instance?

A 18 x 26.

Q And the barn? A: 18 x 24, I am sorry.

Q House, 18 x 24? A: Yes.

Q And the barn? A: 16 x 20.

Q And the garage? A: 12 x 14.

Q And the woodshed, packing shed, rather?

A 10 x 16.

Q How many pack sheds were there?

A Only one.

Q Now can you tell me roughly what plants you had on this farm at the datethat you left?

A Grapes, plums, apples, strawberries, raspberries.

Q Now you say you had an acre and a half of raspberries

is that right? A: Yes.

Q I mean, roughly an acre and a half of strawberries it was, isn't that right?

A Yes, 1½ acres of strawberries.

Q And roughly how many strawberry plants would that comprise? A: There was 4000 to the acre.

Q And when did you first put those strawberry plants in the ground? A: 1939.

Q And what life would they have? How long would they keep producing fruit?

A About 3 years.

Q And roughly how many raspberry canes would you have in an acre? A: Roughly about 2500 to an acre.

Q What life do they have? How long do they keep producing fruit? A: Approximately five years.

Q And what year did you plant them?

A In 1940.

Q Now you also had a claim with respect to personal chattels, did you not?

A Yes.

Q I want to show you that form (indicating). Will you take a look at it, please?

A Yes.

Q Have you read that over or had it read over to you? A: Yes.

Q And is that your signature on it?

A Yes.

Q And are the particulars you have given in that form true and correct to the best of your knowledge, information and belief?

A Yes.

MR. HUCKVALE: I will tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 4).

MR. HUCKVALE: I will ask my friend to file on behalf of the Crown the personal property analysis.

(ANALYSIS MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Q: You are claiming, amongst other things, Mr. Yanoshita, a carpet 12 feet x 18 feet, do you remember that?

A Yes.

Q Was that a wool carpet or what?

MR. RICE: Probably linoleum.

A It wasn't linoleum. I don't know exactly what it was but it was something like a tablecloth.

MR. HUCKVALE: Well, my only point about it is, sir, is that it was shown as sold with real property, and my point of course is that it was not a fixture in any manner whatever.

Q Will you answer Mr. Rice, please.

MR. RICE: I am submitting, your Honour, that the real estate was sold for its fairmarket value. I am submitting that the chattels in the hands or the possession of the Custodian were sold for their fair value, and I am also submitting that the place was leased by the claimant and that the chattels turned over by the claimant to the tenant, they were turned over to the tenant and if

there was any loss the Custodian is not responsible for the same. If he is responsible, the claim filed for the same is exorbitant.

I wish to tender, your Honour, a real property memorandum showing the assessment and sale price.

(MEMORANDUM MARKED EXHIBIT NO. 6).

CROSS-EXAMINATION BY MR. RICE:

Q You agreed to buy your land for $320.00?

A Yes.

Q You paid $20.00 down at the time you bought?

A Yes.

Q Did you ever pay the other $300.00?

A Yes, I paid the other $300.00.

Q When did you pay it?

A I paid $100.00 in 1941 and the other $200.00 was paid by Mr. Endo to the Custodian.

Q The agreement provides that you were to pay $100.00 in 1939, $100.00 in 1940, and $100.00 in 1941 on the 22nd of October of each of those years?

A Yes.

Q But you only succeeded in making one payment yourself other than the initial payment of $20.00, that is right, isn't it? other than the initial payment of $20.00 you only succeeded in making one payment of $100.00?

A Yes, that is correct.

Q I show you a picture of a dwelling. Is that your house or dwelling?

A Yes, the front; that is a picture taken from the

front of my house, yes.

MR. RICE: I will file that.

(PHOTOGRAPH MARKED EXHIBIT NO. 7).

MR. RICE: Q: And this is the house that you valued at $700.00 in your real estate form, Exhibit No. 2, is it? A: Yes.

Q What kind of material was that carpet? Was it material like on the floor here with a pattern on it (indicating)?

A Yes, I think it was oil cloth or linoleum.

Q You think it was oil cloth or linoleum?

A With a pattern on it.

Q With a pattern on it?

A Yes, oil cloth or linoleum with a pattern on it.

Q Oil cloth or linoleum with a pattern on it?

A Y es.

Q That is all, thank you.

THE SUB-COMMISSIONER: Is that all?

MR. HUCKVALE: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

"S.R. HOWard"
Official Reporter.

Case No. 553

**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.

Re 582 / ACKNOWLEDGED

Letter

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

(1) NAME YANOSHITA (Print) Surname SADAO Given Name (RCMP) Reg. No. 07852

(2) Pre-Evacuation Address Clayburn, B. C.

(3) Present Address P. O. Box 178, Coaldale, Alberta.

(4) REAL ESTATE

(a) Street Address (if any) District of New Westminster, British Columbia. City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Block 2 of Subdivision of Lot 2, Map 5069, being part of Parcel "A" of S. E. ¼ of Section 33, Township 16, Plan 5845., Municipality of Matsqui, Containing 8.05 acres

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

(i) Farm Berry 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.)

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

(i) Land - - -(equity)- - - - - - - - - - $ 800.00
(ii) Buildings House 700.00 Barn 150.00 - - - $ 850.00
(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) - - - - - - - - - - - - - - - - - - - - - - $ 1650.00
(v) Amount at which Custodian sold property and credited your account - - $ 400.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 1250.00

(5) PERSONAL PROPERTY

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

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

(c) How stored or packed at time of evacuation Packed and stored in one room. Key handed to Custodian with list of property.

(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") Custodian

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

| | | |
|---|---|---|
| 1. | Sofa | Estimated Value $ 30.00 |
| 2. | 3 shovels | Estimated Value $ 3.00 |
| 3. | 5' saw | Estimated Value $ 5.00 |
| 4. | Kitchen stove | Estimated Value $ 20.00 |
| 5. | Heater " | Estimated Value $ 5.00 |
| 6. | Dresser (walnut) | Estimated Value $ 15.00 |
| 7. | Carpet 12' x 18' | Estimated Value $ 16.00 |
| 8. | 6 chairs | Estimated Value $ 6.00 |
| 9. | 1 Table | Estimated Value $ 5.00 |
| 10. | | Estimated Value $ 105.00 |
| | Less sale price | 35.00 |
| | TOTAL CLAIM FOR PROPERTY LOSS | $ $70.00 |

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - $1320.00

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

(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 )
of )
TO WIT: )

I, Sadao Yanoshita of the
of Coaldale, in the Province of Alberta,

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 Lethbridge, in the Province of Alberta, this 10th day of November A.D. 1947. W E Kendewale

S Yanoshita

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.

Form No. 27 Agreement for Sale of Land. 12-37. The Clarke & Stuart Co. Ltd., Law Printers and Stationers, Vancouver, B.C.

# This Agreement,

made in duplicate this Twenty-second day of October in the year of Our Lord one thousand nine hundred and thirty-eight

BETWEEN

TORASHICHI ENDO of Mission in the Province of British Columbia, Farmer,

Name, Address, and Occupation of Parties

hereinafter called the "Vendor" of the one part

AND

SADAO YANOSHITA of Clayburn in the said Province, Farmer,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster in the Province of British Columbia and more particularly known and described as:-

Block Two (2) of Subdivision of Lot Two (2) Map 5069, being part of Parcel "A" of South East quarter (¼) of Section Thirty-three (33) Township Sixteen (16) Plan No.5845 Municipality of Matsqui containing 8.05 acres more or less.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Three hundred and twenty ($320.00.)----------XX Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Twenty ($20.00.)----------XX Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of One hundred ($100.00.) on the 22nd day of October 1939.

The sum of One hundred ($100.00) dollars on the 22nd day October 1940.

The sum of One hundred ($100.00) dollars on the 22nd day October 1941.

EXHIBIT No. 553-1
DATE Aug. 10/48
FILLED BY W. E. Stuckvale

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Seven (7%) per cent. per annum, payable on the days and dates aforesaid.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

S. Yamoshita, Clayburn. P.O. BC

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness T. S. Taylor.

Street Address Main St.

City Mission City BC

Occupation Notary Public

Torashichi Endo

S Yanoshita

## FOR ATTORNEY

**I Hereby Certify** that, on the day of , 19 , 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 person who subscribed the name of to the annexed instrument as the maker thereof, that the said is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said knows the contents of said instrument, and subscribed the name of the said thereto voluntarily as the free act and deed of the said under authority of a power of attorney which has not been revoked.

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

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 the Secretary (or other officer) of a Corporation

**I Hereby Certify** that, on the day of , 19 , 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 carry on business 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

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 , 19

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

Dated October 22nd 19 38

TORASHICHI ENDO

AND

SADAO YANOSHITA

# Agreement
## FOR SALE OF LAND

The Clarke & Stuart Co. Ltd., Law Printers and Stationers, Vancouver, B.C.
Form No. 27

Block 2 of Sub. of Lot 2,
Map 5069, part of "A" of
S.E.¼ Sec. 35, Twp 16,
Map No. 5845, Matsqui,
N.W.D.

F. S. TAYLOR
Real Estate and Insurance
MISSION CITY - B.C.

Duplicate

## FOR MAKER (INCLUDING MARRIED WOMEN)

**I Hereby Certify** that, on the Twenty-second day of October , 19 38 at
Mission City , in the Province of British Columbia,
Torashichi Endo (whose identity has been proved by the evidence on oath of ~~xx~~ , 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 part y , that he know s the
contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Mission City in the Province of
British Columbia, this 22nd day of October
in the year of our Lord one thousand nine hundred and thirty-eight

F. S. Taylor

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.

| | |
|---|---|
| | DATE PAID |
| | PRINCIPAL |
| | INTEREST |
| | PAID TO |

YANOSHITA S.

(Claimant's Name)

**REAL ESTATE**
(Farm Land)

07852

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 5.65 | | | | | | | |
| Cultivated not planted | 8.05 | 22nd Oct. 1938 | T. Endo | $320.00 | All bush | Nil | |
| Cultivated and not in crop | | | | | | | |
| List Crops | | | | | | | |
| Strawberries 1.5 acres | | | | | | | |
| Raspberries .9 " | | | | | | | |
| Total | | | | | | | |

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

| Description | When Made | Cost |
|---|---|---|
| Clearing 2½ acres | 1938-41 | $375.00 |
| well 25' deep, cribbed | 1938 | 100.00 |

**BUILDINGS**

| Type | Size | Finish | Date Built | Cost Material | Paid for Labour | Value of Own Labour | Allowance for Depreciation | Estimated Value |
|---|---|---|---|---|---|---|---|---|
| House | Frame | 1939 | $755.00 | | | $100.00 | $155.00 | $700.00 |
| Barn | " | 1939 | 180.00 | | | 50.00 | 80.00 | 150.00 |
| Pack Shed | " | ( 1939 | | | | 50.00 | | 50.00 |
| Garage | " | (Lumber came off farm | | | | 25.00 | | 25.00 |
| | " | | | | | | | |

EXHIBIT NO. 553-J
DATE Aug. 10/48
FILLED BY W. E. Huckvale

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

Actual cost of material for house and barn is as given above. I worked for 50 days building house, for which I have charged only $2.00 per day. I am an experienced carpenter. In addition I had some help from neighbours, which I have not counted. House was not completely finished inside when I left. I did so much work on buildings I could not get as much clearing done as I had expected and consequently was behind in my agreement of sale. My vendor however agreed to give me more time to pay.

I worked for my uncle as a farmer for 15 years and knew the value of farm land when I bought this place. I considered I got it very cheaply. My strawberry and raspberry plants were in good shape when I left and should add something to the value of the land as they had a considerable life ahead of them. I consider my valuation of land alone $800.00 very reasonable.

Sadao Yanoshita

Signature

BC-408-P
BC-2596-B



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

# Farm Appraisal Report

File No. JL-232

Land Description Lot 2, S.E.¼ Sec.33, Tp.16.
4082 Downes Road. Containing 8.05 Acres

Settler's Name S. YANOSHITA Post Office Address R.R., Abbotsford

Nearest Rail Point Clayburn, B.C. Distance 2 miles

Market Town Abbotsford Distance 3 "

Church (give denomination) Various denominations Distance 3 "

Nearest School Abbotsford Distance 3 "

State how property was identified: By map and roads.

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

On Downes Road - gravel, good.

Is this district a good one? Fair.

Employment opportunity Seasonal.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: Barbed wire on North boundary. Value $

Water supply: Wood cribbed well, about 20' to water. Value $

## BUILDINGS ON FARM

5582

| BUILDINGS | DIMENSIONS | MATERIAL | HEIGHT | ROOF | AGE | Foundation | REPAIR | VALUATION |
|---|---|---|---|---|---|---|---|---|
| HOUSE | 18 x 24 | Frame | 8' | Shgl. | 5 yr. | Cedar posts | Fair | 200.00 |
| Wood Shed | 12 x 16 | " | 7' | Shks. | 5 " | " " | " | - |
| BARN | x | | | | | | | |
| Packing Shed | 16 x 22 | " | 8' | " | 5 " | " " | " | 50.00 |
| ~~BARN~~ | 10 x 16 | " | 7' | " | | | | |
| | x | | | | | | | |
| GRANARY | x | | | | | | | |
| Garage | 12 x 16 | " | 7' | " | 5 " | Poles | " | - |
| | x | | | | | | | |
| | x | | | | | | | |
| | x | | | | | | | |

Total present day value $ 250.00

Total Value Buildings add to farm $ 250.00

Describe repairs needed to make buildings serviceable and give approximate cost of same.

Habitable.

$

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

No. rooms downstairs? 3 Upstairs? nil How finished Boarded

Are buildings painted? No. Condition of paint -

Distance from nearest bush 50 yards.

EXHIBIT No. 553-3
DATE Aug. 10/45
FILED BY V. L. G. Price

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

| ACRES | LEVEL, UNDULATING, ROLLING OR HILLY | SOIL (State Depth) | SUB-SOIL | KIND AND QUALITY OF CROP | VALUE PER ACRE | TOTAL |
|---|---|---|---|---|---|---|
| 2.4 | Northern slope | Sdy. clay loam - 15"-18" | Sand & clay | Straws & rasps, mostly good; 40 stumps in cultivated area. | 50.00 | 120.00 |

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.

| | LEVEL, UNDULATING, ROLLING OR HILLY | SOIL (State Depth) | SUB-SOIL | NATURE OF RECLAMATION NECESSARY | RECLAMATION COST PER ACRE | VALUE PER ACRE | |
|---|---|---|---|---|---|---|---|
| 5. | Rolling and sloping | Sandy cl.loam | Sand & clay | Fairly heavy clearing | 150.00 | 20.00 | 100.00 |

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 | |
|---|---|---|---|---|
| .65 | Swampy, wet land | nil | - | - |

Total value of Land $ 220.00

Total added by buildings to value of farm $ 250.00

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

Total value of farm $ 470.00

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

In good state of cultivation. Rented to J. Hendricks for this year for $460.00. Rent to be paid out of crop by Pacific Co-operative.

~~What is the average yield per acre of this farm?~~

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

Small fruits.

Noxious weeds:

Not serious.

~~State type of family recommended for this property:~~

~~How soon can a settler be reasonably expected to begin paying full annual instalments.~~

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

Taxes - $15.49 - Matsqui Municipality.

Date: June 6th, 1942.
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 4th day of June 19 42.

Inspector's Signature "R.W. BROWN"

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

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

JA-232 - S. YANOSHITA

# Farm Appraisal Report

**Remarks:** Property is located at 4082 Downes Road in a comparatively newly settled and only partly developed district. The soil is a good average for the district, but there are 40 stumps in the cultivated area. The straws and rasps are healthy and give promise of a good crop. Land is on a Northern slope.

Dwelling and sheds are in fair condition and there is barbed wire fencing on the North side only. Water is obtained from a wood cribbed well about 20' to water.

Clearing is fairly heavy and there is a little low swampy land on the lot. The acreage is comparatively small to make a complete farming unit.

Tenant is paying a high rent for this property.

There is no electricity available at present.

**(FOR ORCHARD LANDS ONLY)**

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

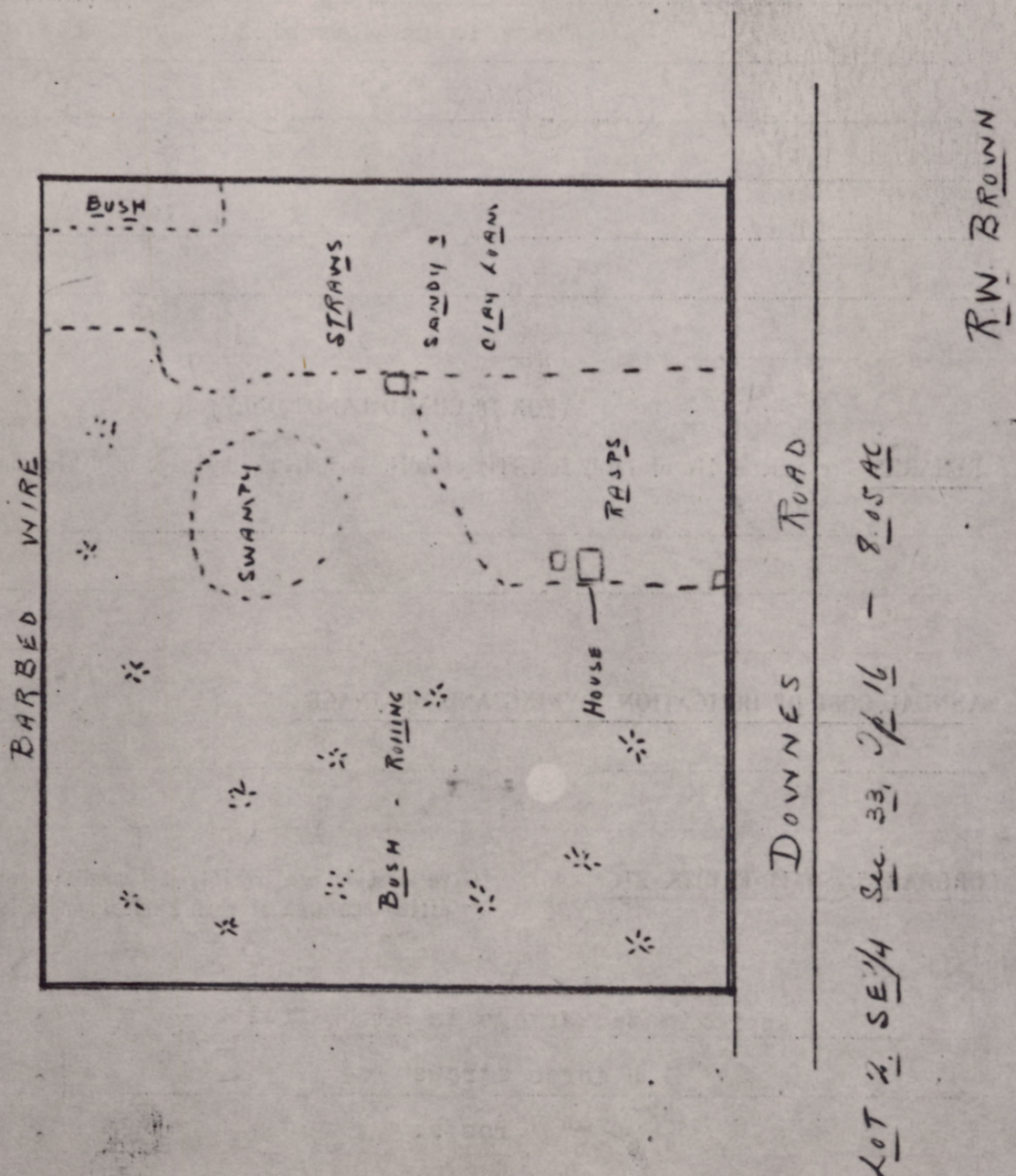
**ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.**

**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 |
|---|---|
| Approximate acreage in small fruits - | $ |
| 1.5 acres straws | $ |
| .9 " rasps. | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| | $ |
| Total | $ |

Amount fruit trees add to value of farm $

## Diagram of Property




Following careful review of this appraisal report, it is my opinion that the present value is $ 500

Date 10th June 19 42.

"I.T. BARNET"
District Superintendent.

YANOSHITA S.

(Claimant's Name)

## PERSONAL CHATTELS

07852

Reg. No.

| Description of Major Items (and particularly of goods lost, stolen or destroyed) | Approximate Date Purchase | New or Used When Purchased | Price Paid | Condition when Evacuated | Estimated value at Date of Evacuation |
|---|---|---|---|---|---|
| Sofa | 1940 | New | $30.00 | Excellent | $30.00 |
| 5' Saw | 1938 | " | 7.25 | Good | 5.00 |
| Kitchen stove | 1938 | Used | 25.00 | " | 20.00 |
| Heater | 1939 | New | 5.00 | " | 5.00 |
| Walnut Dresser | 1940 | " | 15.00 | " | 15.00 |
| Carpet 12' x 18' | 1940 | " | 16.00 | " | 16.00 |
| 6 Chairs | 1939 | " | 9.00 | " | 6.00 |
| 1 Table | Home made 1939 | " | ? | " | 5.00 |

102.00

Description of Storage of Goods:

Left in house

EXHIBIT No. 553—H
DATE Aug 10/48
FILED BY W. R. Hackwale

General Statement as to Chattels not Described above:

Chattel claim should be reduced 25% to allow for depreciation even though higher prices prevailed when goods were sold than when they were purchased.

Additional Comments, if any:

P.O. Analysis says sofa was without cushions. There were 3 cushions for this sofa and I presume they must have been stolen.
Carpet was a chattel and should not have been sold with real property.

Sadao Yanashita

Signature

# ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 5582 EXHIBIT No. ____

NAME (Mr.) Sadao YANOSHITA

REG. No. 07852

DATE
DECLARATION April 17/42.
EVACUATION June 2/42.

INVENTORY
TAKEN BY ____
DATE ____

| | DETAILS OF CLAIM | | SALES | | SOLD WITH REAL PROP. | DECL. NOT FOUND |
|---|---|---|---|---|---|---|
| | | | AUCTION | TENDER &c | | |
| Sofa | Sofa | 30.00 | | 6.00 | | |
| Tables | 3 Shovels | 3.00 | | 4.50 | | |
| Book Case | 5' saw | 5.00 | | 3.00 | | |
| Chairs, all to be left | Kitchen stove | 20.00 | | .50 | | |
| in house at Clayburn, | Heater stove | 5.00 | | 1.50 | | |
| B. C., R. R. #1, | Dresser (walnut) | 15.00 | | 2.00 | | |
| Mission, B. C. | Carpet 12' x 18' | 16.00 | | | x | |
| | 6 chairs | 6.00 | | (2) 2.00 | | |
| | 1 Table | 5.00 | | 1.00 | | |
| | | $105.00 | | $20.50 | | |
| | Less sale price | 35.00* | | | | |
| | | $ 70.00 | | | | |

* Should be $35.50.

ALSO SOLD BY TENDER ETC.

| | |
|---|---|
| China Cabinet | 4.00 |
| One-half cord shingle bolts | 2.00 |
| 240 lb. platform scale | 9.00 |
| TOTAL | $35.50 |

RECAP:
Goods valued by Claimant at $ 85.00 sold by Tender etc. for $20.50.
Goods valued by Claimant at 16.00 sold with Real Property - fixtures.
Goods valued by Claimant at 4.00-no account, theft etc.
TOTAL CLAIM $105.00

EXHIBIT No. _____ 11

CASE No. _____

VENUE Lethbridge, ALBERTA.

| ER &c | SOLD WITH REAL PROP. | DECL. NOT FOUND | NO RECORD AT ANY TIME | ABANDONED | NOT ACCOUNTED FOR THEFT &C | UNSOLD | REMARKS |
|---|---|---|---|---|---|---|---|
| 6.00 | | | | | | | No cushions. |
| 4.50 | | | | | | | With some other tools. |
| 3.00 | | | | | | | |
| .50 | | | | | | | Small cook stove |
| 1.50 | | | | | | | |
| 2.00 | x | | | | | | Old Fixture. |
| ) 2.00 | | | | | (4) x | | |
| 1.00 | | | | | | | Home-made. |
| $20.50 | | | | | | | |
| 4.00 | | | | | | | |
| 2.00 | | | | | | | |
| 9.00 | | | | | | | |
| $35.50 | | | | | | | |

tc. for $20.50.
roperty - fixtures.
t etc.

Note - Government Counsel:

In a letter dated April 15, 1943, Mr. Yanoshita requested his chattels be sold and we arranged for some to be purchased by Mr. J. Hendricks and the balance by Mr. J. B. Krahn for $13.00 and $22.50 respectively. We advised Mr. Yanoshita accordingly but he did not reply to our letter.

Our file indicates the chattels left in the Protected Area by Mr. Yanoshita were of little value.

EXHIBIT No. 553-5
DATE Aug 10/48
FILLED BY V. R. a. Rice

W. J. Johnston.

553-6

EXHIBIT No.

DATE Aug. 10/48

FILED BY G. E. A. Rice

File No. 5582

May 31, 1948.

REAL PROPERTY MEMORANDUM

Re: (Mr.) Sadao YANOSHITA
Registration No. 07852

Veterans' Land Act transaction.

One Real Property only included, being:

Lot 2 of Lot 2 Block "A" of the South East quarter of Section 33, Township 16, Map 5845, Municipality of Matsqui in the District of New Westminster.

Assessment: (1943) 8.05 acres.

| | |
|---|---|
| Land | $161.00 |
| Improvements | 400.00 |
| TOTAL | $561.00 |

Taxes: $15.49.

Soldier Settlement Board Valuation:

| | |
|---|---|
| Land | $220.00 |
| Improvements | 250.00 |
| TOTAL | $470.00 |

Sold to Director, Veterans' Land Act for $461.00.

Claimant's Valuation:

| | |
|---|---|
| Land (equity) | $800.00 |
| House-$700.00;Barn-$150.00 | 850.00 |
| TOTAL | $1650.00 |

Note: Mr. Sadao YANOSHITA purchased the above property from Mr. Torashichi ENDO. Unregistered Agreement for Sale dated October 22, 1938; consideration $320.00 - $20.00 cash, balance to be paid in three equal installments of $100.00 on October 22, 1939, October 22, 1940, and October 22, 1941, with interest at 7%. Copy on Claim File.

Relative documents attached to Claim File.

WJJ/HMS

"W. J. Johnston"

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

Sept. 14, 1948.

m.a

YANOSHITA

4082 Downs Road, Clayburn, Matsqui, B. C.

File 5582 Reg. #07852

EXHIBIT No. 553-7
DATE August 10/48
FILLED BY
N. E. A. Rice

May 17th 1948.

The Custodian,
Department of Secretary of State,
675 W.Hastings St.,
Vancouver, B.C.

Dear Sir,

We enclose letter received this morning from Mr.S.Yanoshita, Coaldale, Alta. requesting copy of list of chattels.sold and unsold.

Yours truly,

Enc.
VW.

May 17th 1948.

Mr. S. Yanoshita,
Box 178 or 176,
Coaldale, Alta.

Dear Sir,

Your letter of the 10th inst. received today, and we are forwarding it to the office of the Custodian for attention.
You will understand that we have not the necessary records at this office. No doubt you will receive the information asked for, from the Custodian's office, shortly.

Yours truly,

A. WATSON
Per.

Secretary.

VW.