Name of Claimant KATO, Kiyoji Case 835

Custodian File 2859

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		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	
					871.		586.61				586.61

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	
10.50	2.55	.76	24.28	43.00	10.44			11.20

TOTAL RECOMMENDATION	597.81

CASE NO: 835.

JAPANESE PROPERTY CLAIMS COMMISSION

Winnipeg, Manitoba,

April 14th, 1948.

IN THE MATTER OF THE CLAIM OF

KIYOJI KATO.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 835.

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).

Winnipeg, Manitoba,
April 14th, 1948.

IN THE MATTER OF THE CLAIM OF

KIYOJI KATO.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
S.M. CHERNIACK, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
G.N.R. UPTON, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

MR. CHERNIACK: I ask leave to amend the claim, my lord.

THE COMMISSIONER: Yes.

MR. CHERNIACK: The value of land and buildings, $4000.00, sale by the Custodian $871.00, loss $3129.00. The personal property claim, $258.50, sold at $99.30. The net loss is $159.20.

THE COMMISSIONER: I presume you are abandoning the claim im respect of the Pacific Co-op shares. I see there is a truck.

MR. CHERNIACK: Yes, there is a truck.

THE COMMISSIONER: It is shown in your claim as $203.25.

MR. CHERNIACK: That is right, my lord.

KIYOJI KATO, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. CHERNIACK:

Q Mr. Kato, I show you a statement. Was this prepared im accordance with your instructions?

A Yes.

Q Is that your signature? A: Yes.

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

(STATEMENT MARKED EXHIBIT NO. 1).

MR. CHERNIACK: On behalf of my learned friend I file the S.S.B. appraisal as Exhibit 2.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. CHERNIACK: Exhibit 1, my lord, sets out that the property was purchased on February 20th, 1926, from one Kayemon Shickaze for $1500.00 at which

time it was all uncleared. I have in my possession, but I am not filing, my lord, the original deed dated February 20th, 1926, covering the land, and the price is as shown $1500.00. There was one barn on the premises when it was purchased. The claimant cleared about 8½ acres over a period of some ten years. He constructed extensive ditches, cedar covered, with his own labour, and lumber, from the property. He dug a well and installed a pump, and he planted about 25 mixed fruit trees. The buildings on the land are fully described in Exhibit 1, the years in which they were built and the estimated cost at the time they were built. I would like to point out, my lord, that the ages of the more important buildings in the appraisal are incorrectly estimated. The appraiser indicates that his opinion as to the cost of clearing this land is $150.00 an acre. The comments on Exhibit 1, my lord, read, "The appraiser fails to note the fruit trees which I planted. They were all fruit bearing. The house was 14 years old, not 25 years as stated in the appraisal; addition two years old, not five, rhubarb house four years old, not ten. I disagree that the condition of the buildings was only fair. They were in good condition and repair. No other family occupied except ourselves. We used the whole house including the basement. Value is much under fair market value. This property is well located on main highway near Mission, B.C." Just half a mile from Mission, B.C.,

my lord. "I used the whole acreage without interruption from the time of my purchase, and cleared and cropped the same. The land is very good for berries and vegetables, very deep soil, and I left it well cultivated and cleared. In my opinion the fair market value at the time of sale by the Custodian would be at least $4000.00."

I have in my possession, my lord, a farm lease dated April 18th, 1942, which shows the crop was sold for $425.00. I think the Custodian has a copy of that.

THE COMMISSIONER: That, too, appears in Exhibit 2. You will observe that payment was made from the proceeds of the sale of the crop. That is what is said by the appraiser.

MR. CHERNIACK: No, my lord. This lease reads, "yielding and paying therefor, for the said term hereby granted, unto the Lessor the sum of $425.00 of lawful money of Canada (the receipt whereof is hereby acknowledged). I haven't read the whole lease but it would appear to be cash.

THE COMMISSIONER: Well then, the appraiser apparently is wrong. In his condition of farm comment on it, he says "Property not well farmed. Some crops good, some poor. Rented to Ethel Mayers for balance of year for $425.00 to be paid out of crop." Obviously he is wrong in that, in the terms of the lease.

MR. CHERNIACK: Oh yes, I am not surprised at that.

THE COMMISSIONER: I did not expect you would be

enthusiastic about it.

MR. CHERNIACK: Q: Now, witness, I show you a written statement. Was this prepared in accordance with your instructions? A: Yes.

Q Is thatyour signature? A: Yes.

Q Do you swear that the contents are true to the best of your knowledge and recollection?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 3).

MR. CHERNIACK: On behalf of my learned friend, my lord, I would file his analysis of real property. This is made up of two sheets, my lord. The first is the typewritten sheet which gives an analysis on the basis of the original claim made. The second is a handwritten one that shows the depreciated value, which I have already set out in my claim. Is that correct, Mr. Hunter?

MR. HUNTER: Yes.

MR. CHERNIACK: I file that as Exhibit 4, my lord.

(ANALYSIS MARKED EXHIBIT NO. 4).

MR. CHERNIACK: In regard to the items, my lord, other than the truck, Exhibit 3 sets out, "The household articles were stored in my farmhouse and windows boarded. Other articles were left in farm buildings. Truck delivered to R.C.M.P., March 19th, 1942. All other articles being claimed (and the truck specified above) with estimated values, are listed in column of Custodian's analysis of personal property claim", which is the handwritten sheet that your Lordship now has. In estimating

values I have allowed for depreciation. While I entered--" In relation to the truck, my lord, may I ask my learned friend to produce the R.C.M.P. receipt as well as a copy of the letter which the Custodian sent to Mr. Kato on May 14th, 1943. Meanwhile, my lord, I will file the R.C.M.P. receipt which is dated March 19th, 1942, which acknowledges receipt of a 1928 Ford truck, speedometer reading 34,003, "poor condition".

THE COMMISSIONER: I notice your Exhibit 3 refers to the truck. Does that $200.00 include the household articles as well?

MR. CHERNIACK: No, my lord.

THE COMMISSIONER: That is the truck alone.

MR. CHERNIACK: The truck alone. The balance of $58.00 and some cents is set out in the analysis.

(R.C.M.P. REPORT MARKED EXHIBIT NO. 5).

MR. CHERNIACK: I will now read the note in Exhibit 3, my lord, with regard to the truck. "While I entered an arrangement on or about March 4th, 1942, to hand over my truck to the Pacific Co-Op Union, the truck had to be turned over to the R.C.M.P. and I delivered it to them in person March 19th, 1942. I understand that the truck was sold by the Custodian to the P.C.U. about April, 1942. I had nothing to do with arranging this sale."

THE COMMISSIONER: The Pacific Co-Operative Union apparently caused a good deal of trouble.

MR. CHERNIACK: I can see that.

THE COMMISSIONER: There have been many claims from

claimants who have taken much the same stand.

MR. CHERNIACK: Well, my lord, I would like to file a letter produced from my learnedfriend's file, or a copy of a letter from the Custodian to the claimant, dated May 14th, 1943. The letter in part states, "Please note that according to information supplied to this office by the Pacific Co-Operative Union, they have effected sale on your behalf of the 1929 Ford light delivery truck you left with them. Before sale was effected, the matter was referred to this office, which on your behalf stipulated that the truck must first be priced by competent appraiser."

I file that as an exhibit, my lord, Exhibit 6.

(LETTER MARKED EXHIBIT NO. 6).

MR. CHERNIACK: It is our contention, my lord, that the Custodian assumed responsibility for the sale in that time. Thank you, my lord.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that those items of personal property sold were sold for their fair market value. It is submitted claims made for personal property not sold by the Custodian are exorbitant. It is submitted that the vehicle is not within the terms of reference.

THE COMMISSIONER: Sold by the Pacific Co-Operative?

MR. HUNTER: Yes, and as will be seen in Exhibit 4, my lord, it was included in that mass divesting deed which the Custodian made with the Pacific

K. Kato,
In Chief.
Discussion.

Co-Operative Union.

Reference is made to the analysis, my lord. The reason the old analysis was filed as well as the new one, my lord, is to show just how bad this man's memory is. He claimed for a horse $100.00, which in a letter to the Custodian he agreed to sell for $25.00.

MR. CHERNIACK: Does my learned friend care to file those letters?

MR. HUNTER: Yes, I would be very happy. Possibly to save asking the witness, my learned friend will admit these letters.

MR. CHERNIACK: All of them?

MR. HUNTER: Yes. There is considerable correspondence about this horse, my lord. There is not the slightest excuse for the man forgetting the sale.

MR. CHERNIACK: We are not saying he forgot it, my lord.

MR. HUNTER: Does my friend admit these, or does he want them identified?

THE COMMISSIONER: You are content they go in, Mr. Cherniack?

MR. CHERNIACK: Yes, my lord.

MR. HUNTER: There is a letter of April 12th, 1943, my lord, to the claimant from the Custodian saying, "Referring to your letter of February 25th, we have written to Mr. Hartley, tenant on your property, regarding the purchase of your horse. He has now written us to the effect that, seeing he has fed the horse all winter, he would only offer $20.00 for the purchase of the animal.

"Please advise us if this is acceptable."

A letter from the claimant to the Custodian dated April 22nd, 1943.

"Regarding to your letter few days ago about the horse. It is quite a low price for the horse at $20.00 but you may sale it to Mr. Hartly horse only without harness.

"Please do not sale any other articles on property of ours whatsoever from now on. (please tell that to Mr. Hartly too)."

A letter from the Custodian to the claimant, dated April 30th, 1943, is,

"Dear Sir: We thank you for your letter of April 22nd in which you state that the price of $20.00 is too low for your horse. We have no intention of giving it away and we appreciate your advising us what you consider a reasonable price."

A letter of May 12th from the claimant to the Custodian saying,

"Dear Sir: I have received your letter, regarding to the statement you had asked us to name the price of the horse as $20.00 had been a low price. The horse when I had purchased it cost me $75.00 without harness.

"Because of being a living thing and had to be fed and taken care that is only reason why we are force to sale which otherwise I would not sell it. So although price is low it could be $25.00 at least.

"Some tims ago I had return you my postdated

cheque"4- the rest is irrelevant as far as the horse is concerned, my lord.

THE COMMISSIONER: Yes. Put them all in as one exhibit.

(LETTERS MARKED EXHIBIT NO. 7).

MR. CHERNIACK: You will note, my lord, that claim has been abandoned.

THE COMMISSIONER: Yes. I understand your friend is putting them in simply from the point of view of credibility. Am I right in that, Mr. Hunter?

MR. HUNTER: Yes, my lord. Similarly, my lord, with the sewing machine, the dresser and the phonograph.

THE COMMISSIONER: How do you mean?

MR. HUNTER: In the original claim, my lord, he was claiming for the sewing machine, $50.00, and in his letter he has agreed to sell it for $20.00, and I am proposing to file a letter to him asking for his consent, and his reply, if my learned friend will admit these.

MR. CHERNIACK: Yes.

MR. HUNTER: First, is a letter of January 6th, 1943, from the Custodian to the claimant, "We have received an offer from Mrs. Ethel Mayers, former tenant on your property, to purchase your Singer sewing machine for the sum of $20.00, the dresser for $2.00, and the phonograph for $5.00. We are submitting these offers for your consideration and if you wish to dispose of these articles at the said prices, collection shall be made by this office and placed to your credit." A

A reply dated January 14th, 1943, from the

claimant to the Custodian. "I have received your letter of January 6th which you reform us about selling our sewing machine $20.00, a dresser $2.00, and phonograph $5.00.

"Prices could be better, but however that will do so I would like to have it sold. The dresser belongs to S. Shikaze, so he would like his under there name when sold. Yours truly."

Those will go in as Exhibit 8.

(LETTERS MARKED EXHIBIT NO. 8).

MR. HUNTER: It will be noted from the terms of the lease filed, my lord, that on page 2 thereof, the fourth paragraph of the printed form --

THE COMMISSIONER: I do not think it was filed, was it, Mr. Cherniack?

MR. CHERNIACK: No, my lord.

MR. HUNTER: I thought my friend filed it. That is correct, he didn't.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Kato, is that your signature on that lease?

A Yes.

Q You have a copy of this, Mr. Cherniack?

MR. CHERNIACK: Yes.

MR. HUNTER: Q: "The lessee further covenants with the lessor that he will properly care for and account to the lessor for any livestock, farm implements, or miscellaneous tools which are left by the lessor in the care of the lessee and such accounting will be given to the lessor or his agent at the

termination of this lease ; which livestock, farm implements and miscellaneous tools are evidenced by a list signed by the lessee." There is no such list attached to this copy. Whether there was ever such a list, I don't know, my lord, but under the general terms of the lease it would appear that some such procedure was contemplated, and from that I thought I would ask the claimant, my lord.

(LEASE MARKED EXHIBIT NO. 9).

Q Mr. Kato, in the lease which you made before you left the farm, it provided for certain tools to be shown on an inventory. What was your agreement in regard to farm tools or equipment?

A I made no arrangement whatsoever in regard to the lending of tools.

Q Where did you leave your tools?

A I left them in the barn and the hothouse.

Q And the tenant had the use of your barn and your hothouse? A: Yes, he had the use of them.

Q Mr. Kato, you agreed to sell your horse for $25.00, and then originally you claimed $100.00 for your horse. Why was that? A: Yes, I agreed to sell the horse for $25.00. In my last claim -- if I was to sell the horse, I would place a valuation of $100.00 on it and therefore I placed that valuation in my claim.

Q Why didyou claim it at all when you had agreed to sell it and it was sold?

A If I was allowed to claim for the horse under this Commission, I would have placed a value of $100.00 on it, but as it is disallowed I washed it out entirely.

Q Why did you agree to sell it for $25.00 if it was worth $100.00?

A If I didn't sell the horse, it would have been eating up fodder and one thing and another and I thought under the circumstances it was best to sell it.

THE COMMISSIONER: Do you not think you might let it go, Mr. Hunter, on the assumption the claimant thought he was living in Alberta?

MR. HUNTER: I stop right there, my lord. This property was assessed in 1943, my lord, for land $506.00, improvements, $1000.00, total $1506.00. Taxes, $28.76. As far as this lease arrangement was concerned, my lord, it was quite a common arrangement and I have seen a number of other situations. It was leased on the 18th of April, 1942, from the 1st of April, 1942, to the 31st of January, 1943, to Ethel Mayers for $425.00. Ethel Mayers endorsed the claimant's note to the Pacific Co-Operative Union and the claimant received a post-dated cheque for $200.00 which was later collected by the Custodian. That is, what they would do in many cases was to get so much cash and a post-dated cheque for the balance, the theory being it would be paid out of the crop, but in the meantime the cheque was to be held as security.

THE COMMISSIONER: It will be interesting to see what explanation the Pacific Co-Operative will make at a later stage.

MR. HUNTER: Yes. But my learned friend was casting some slight discredit on the appraiser and the accuracy of the appraisal and I want to point out he wasn't entirely mis-informed.

THE COMMISSIONER: We have had a good many of these Pacific Co-op transactions and certainly I have the impression at the moment that they did things perhaps as they thought in the interests of the evacuated person, but obviously in many instances they made no sufficient explanation to the claimants.

MR. HUNTER: It gives that impression.

THE COMMISSIONER: It is inconceivable there could be this mass misunderstanding on the part of the claimants.

MR. HUNTER: Mr. Shimek will doubtless be there to explain it, my lord. Well, Mr. Shears informs me he has gone to a higher Court, my lord.

THE COMMISSIONER: Perhaps he has already been called upon for his explanation.

MR. HUNTER: Mr. Shears informs me there was a chap by the name of Reid throughout at the Pacific Co-Operative, but I presume he will be the only one available to give the explanation. I think that is all, my lord.

THE COMMISSIONER: Any re-examination?

MR. CHERNIACK: My learned friend has done most of what

I was trying to do in answering except for one thing.

Q This lease that was signed, witness, did it have a list of chattels attached to it?

A Will you let me have the document so he can be certain of what he is speaking.

THE COMMISSIONER: Ask him to refer to Exhibit 9.

MR. CHERNIACK: Q: Yes, this is a copy of Exhibit 9.

A No.

MR. CHERNIACK: That is all. Thank you, my lord.

THE COMMISSIONER: That is all, Mr. Kato, thank you.

(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.

Case 835

NOV 28 1947

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

7859

ACKNOWLEDGED

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

(1) NAME KATO (Print) Surname Kiyoji Given Name (RCMP) Reg. No. 13205

(2) Pre-Evacuation Address P. O. Box 227, Mission City, B.C.

(3) Present Address 258 Margaret Avenue, Winnipeg, Manitoba

(4) REAL ESTATE

(a) Street Address (if any) Between Grand Ave and Hurd Rd., Mission, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Blocks Nine (9) Ten (10) and Fifteen (15) in Subdivision of District Lot One Hundred and Sixty-five (165) Group Three (3) and Portion of District Lot Four Hundred and Twelve (412) Group (1) of the South West Quarter of Section Twenty-one (21) Township Seventeen (17) and containing 10.26 acres more or less according to a map on plan of said subdivision deposited in the Land Registry Office at the City of New Westminster.

15

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

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

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

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

(i) Land - - - - - - - - - - - - - - - - $ 3,300.00 ~~amended~~ 4000-
(ii) Buildings - - - - - - - - - - - - - - $ 1,700.00
(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) - $ ~~5~~ 4,000.00
(v) Amount at which Custodian sold property and credited your account - - $ 871.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ ~~4,129.00~~ 3129.

(5) PERSONAL PROPERTY

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

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

(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") _____

In care of Custodian

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

1.	Furniture and equipment as per attached list	Estimated Value $	170.75
2.	1 horse,	Estimated Value $	100.00
3.	Pacific Cooperative Union share a/c loaded on	Estimated Value $	280.00
4.		Estimated Value $	550.75
5.	Received from Custodian Truck.	Estimated Value $	50.00
6.		Estimated Value $	500.75
7.	Truck scales 300.00 Received 96.75	Estimated Value $	203.25
8.		Estimated Value $	
9.		Estimated Value $	
10.		Estimated Value $	704.00

TOTAL CLAIM FOR PROPERTY LOSS $ 506.75

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) - $ 4833.00

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

Winnipeg

(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 Manitoba)
TO WIT:)

I, Kiyoji Kato of the City
of Winnipeg in the Province of Manitoba

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 Winnipeg)
in the Province of Manitoba)
this 14th day of November)
A.D. 1947.

K. Kato

A Commissioner &c.

A BARRISTER AT LAW ENTITLED TO PRACTISE IN THE PROVINCE OF MANITOBA.

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.

Kiyoji Kato - Reg. No. #13205

1 scale (250 lb. limit)	$15.00
spray machine	18.00
2 cultivator	13.00
plough (half share)	14.00
3 saws	5.00
axe	.50
wedge and sledge hammer	.45
hose (60 ft.)	5.00
3 drawers	2.00
table	2.00
2 stoves	25.00
gramaphone	15.00
bookcase	3.00
cupbaord	3.00
sewing machine	50.00
	$170.75

Kyoji Kato
(Claimant's Name)

REAL ESTATE
(Farm Land)

13205
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 1 ac. Cultivated not planted ½ ac. Cultivated and not in crop List Crops 4½ ac.	about 7½ ac.	Feb. 20, 1926	Kayeman Slickage	1500.	all uncleared (bush)	just one barn	Land and improvements $4000 00
straws 2 ac. raspb 1 ac. logan ¼ ac. rhubarb 1 ac. blacks ½ ac. Total 4½ ac. (apprx.)							

Ex. Hist No. 835-1
DATE 14 Apl 1948
FILED BY S. M. Cherniack

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

Description	When Made	Cost
Cleared about 8½ ac. over period of 10 years own labour Constructed - 4 storage ditching (after clearing) - own labour (under from place Dug well + installed pump own labour and purchased material Planted about 25 fruit trees (mixed) about 1932 cost about $7.50		

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value Cost
House 24×28 + addition 16×24	frame on cedar posts on concrete, shingle roof, full frame basement, divided into 4 rooms, 2 rooms finished in 1 part 2 rooms + attic unfinished, 1 floors		1928 - original house built - addition erected 1940 -		hired labour + bought material	"	"	2000 00 250 00
Rhubarb house 18×40 addition 12×14	frame on cedar posts shingle roof		1938		hired labour + bought material			400 00
Garage 18×12 old barn 10×14 chicken house 8×10 Brood house 8×10	frame buildings - varying ages -				own labour + "	"	(except old barn which was on property when bought)	150 00 2800 00

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

The appraisal fails to note the fruit trees which I planted. They were all fruit bearing, the house was 14 years old not 25 yrs as stated in the appraisal; addition 2 yrs old (not 5) Rhubarb house 4 yrs old (not 10) I disagree that the condition of the buildings was only fair. They were in good condition and repair, no other family occupied as except ourselves, one used (the cattle house) including the basement. Value is struck under fair market value.
Comments This property is well located on main highway near Mission B.C.
I used the whole acreage without interruption from the time of my purchase and cleared & dropped the same. The land is very good for berries and vegetables - is very deep soil and I left it well cultivated and clean. In my opinion the fair market value at the time of sale by the Crown would be at least $4000 00

K. Kato
Signature

Bc 663-P

BC/663-P 1

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

Farm Appraisal Report

File No. JL 117

Land Description Blks. 9, 10, & 15, of Blk. A, D.L. 165, Map 2632.

Containing 9.27 (approx) Acres

Owner's Name KATO, K. Post Office Address Mission, B.C.

Nearest Rail Point Mission Distance ½ mile

Market Town Mission Distance ½ mile

Church (give denomination) All denominations Distance ½ mile

Nearest School Mission Distance ½ mile

State how property was identified: By road and maps.

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

On main highway.

Is this district a good one? Fair to good.

Employment opportunity Season.

Predominating Nationality and religion: British, protestant, number of Jap holdings.

Describe Fencing and its condition: Some barbed wire - poor. Value $

Water supply: Pump and well. Value $

2859

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 26)	frame	9'	shgl	25	posts (cedar)	only fair	400.00
	20 x 24)	"	8'		5			
	x							
BARN	x							
Garage	10 x 12	"	7'	"	no value			-
BARN	10 x 14	"	7'	"	old "	"		-
Rhubarb hse	18 x 40	"	9'	"	10	posts cedar		200.00
GRANARY	12x 14	"	7'	"				-
	x							
	x							
	x							
	x							

Total present day value $ 600.00

Total Value Buildings add to farm $ 400.00

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable? Habitable.

$

Describe the basement and chimneys: Basement has been used as living quarters and is frame. Brick chimney on bracket.

No. rooms downstairs? 4 Upstairs? 1 How finished Boarded.
" " in basement- 4

Are buildings painted? No. Condition of paint -

Distance from nearst bush No bush near.

EXHIBIT No. 835-2
DATE 17 apr 1948
FILED BY S. M. Cherniack

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
5.5	sloping and rolling	sdy.loam & sdy.clayloam 6" to 8"	sand, gravel & clay	small fruits, only fair	55.00	302.50
2.	level	black loam 12" - 18"	clay & sand	small fruits, good	75.00	150.00

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
1.77	sloping & hilly	sdy. loam 6" - 8"	sand & gravel	clearing of bush	150.00	20.00	35.40

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 $487.90

Total added by buildings to value of farm $400.00

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

Total value of farm $887.90

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Property not well farmed - some crops good, some poor.
Rented to Ethel Mayers for balance of year for $425.00 to be paid out of crop.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
Small fruits on higher land. Bottom land best suited to vegetables.

Noxious weeds: Thistles, shepherd's purse.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Taxes $28.76.
Mission Municipality.

Date: May 22nd, 1942.
Place: Abbotsford, B. C.

I certify that the above report is based on a personal examination of the whole farm made on the 21st day of May, 1942

Inspector's Signature "R.W. BROWN"

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

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

Farm Appraisal Report

Remarks: Property is located on the main highway about one-half mile west of Mission. Several streets divide the property but these streets have been cropped for years. There are approximately 2 acres in streets which are in crop but this land has not been valued in this report. There are approximately 2 acres of good black loam on this property which would be more suitable for growing vegetables than small fruits. The balance of cultivated area is a light soil and is quite rolling, and a bit steep in places. Quite a bit of the land is in sod and is used as pasture.

The house is not in good condition and, apparently, a second family lived in the basement as it is fixed us as living quarters. There is no electric light in the house but there is a power line about 100 yards to the east.

Some fencing on property but it is poor. Water from a well and hand pump.

(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.)

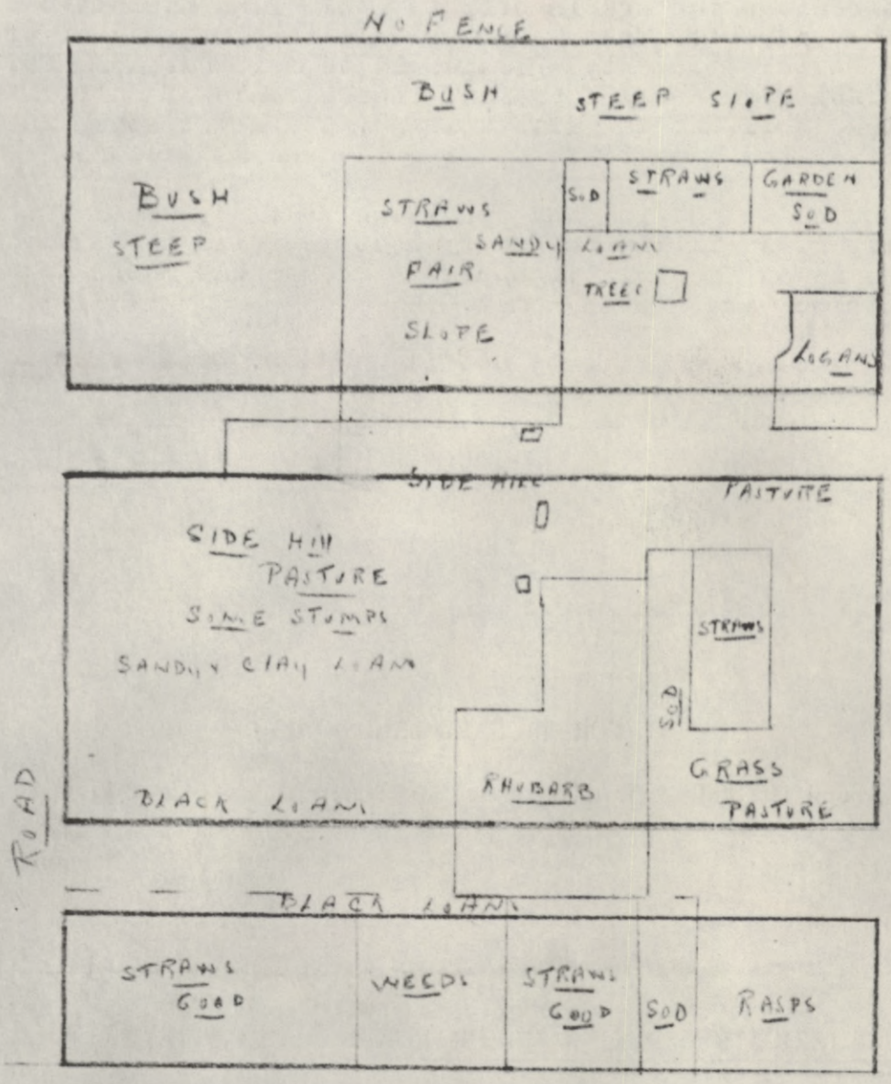
	Present Value
Approximate acreages in small fruits:-	$
1 ac. rhubarb	$
1 " raspberries	$
2 " strawberries	$
½ " loganberries	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Diagram of Property

N

SCALE 2CH = 1"



Blocks 9, 10, 11 5/ Block A 5/ Lots 9 of Map 263 - ~~10 Acres~~

16.085 AC Less ROAD = 9.27 AC

A. KATO

T.W. BROWN

Following careful review of this appraisal report, it is my opinion that the present value is $ 900

Date 23rd May 1942

T. S. Barnett

District Superintendent.

#2

Kiyoji Kato
(Claimant's Name)

PERSONAL CHATTELS

13205
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
One 1929 Ford light delivery truck ½ ton	1930	one yr. old	$559.50		200 00

EXHIBIT No. 835-3
DATE 14 apl 1948
FILED BY D. M. Cherniack

Description of Storage of Goods: Household articles were stored in my farm house and outhouses boarded. Other articles were left in farm buildings. Truck delivered to R.C.M.P. March 19 1942

General Statement as to Chattels not Described above:

All other articles being claimed (and the truck specified above) - with estimated values - are listed in column 6 of Custodian's analysis of personal property claim.

Additional Comments, if any:

In estimating values I have allowed for depreciation. While I entered for arrangement on or about Mar. 4. 1942 to hand over my truck to Pacific Coast Union the truck had to be turned over to the R.C.M.P and I delivered it to them in person Mar. 19 42 - I understand that the truck was sold by the Custodian to the PCU about apr. 42. I had nothing to do with arranging this sale.

K. Kato
Signature

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 2859 EXHIBIT N

NAME Kiyoji KATO

REG. No. 13285

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.
DECLARATION 7 April 42	TAKEN BY			AUCTION	TENDER &c	
EVACUATION 25 April 42	DATE					
		1. 1 scale 250 lb limit 3 years old	$ 10 00			
		2. Spray machine 3yrs old	14 00			
		3. Plough & share 6 years	7 00			
		4. 3 saws	3 00			
		5. 3 drawers	1 50			
		6. Table	2 00			
		7. 2 stoves	15 00	2 25		
		8. Bookcase	3 00	30		
		9. Cupboard	3 00			
			$ 58 50	2 55		
		1929 ½ ton Ford light delivery truck	200 00			

No. 2859 EXHIBIT No. _____ CASE No. _____

. No. 13285 VENUE _____

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
CTION	TENDER &c							
						10 00		Reported by lessee, mrs mayers, in letter of 29/12/42 as stolen
						14 00		
						7 00		
						3 00		
						1 50		
					2 00			
2 25								
30								
					3 00			
2 55					5 00	35 50		

Transferred by Custodian to Pacific Cooperative Union by direction dated 30 April 42 & later sold by them for $96.75. outside terms of reference.

835-4

EXHIBIT No. _____

DATE 14 apr 1948

FILED BY J. M. Thermack

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 2859 EXHIBIT No.

NAME Kiyoji KATO REG. No. 13285

DATE
DECLARATION Apr.7/42
EVACUATION Apr.25/42

INVENTORY
TAKEN BY
DATE

JP DECLARATION

1 scale
1 axe
1 spray machine
1 cultivator
1 plough
3 saws
1 wedge and sledge hammer
1 hoe
60 ft. hose
3 bureaus
1 table
2 stoves
1 gramaphone
1 bookcase
1 cupboard
1 kitchen stove
1 horse
2 dogs
1 cat
9 chickens
at P.O.Box 227, Mission City, B.C.

DETAILS OF CLAIM		SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
1 scale (250 lb. limit)	15.00				
Spray machine	18.00				
2 cultivator	13.00	14.00			
Plough (half share)	14.00				
3 saws	5.00				
Axe	.50				
Wedge & sledge hammer	.45				
Hose (60 ft.)	5 .00	2.50			
3 drawers	2.00				
Table	2.00				
2 stoves	25.00	2.25			
Gramaphone	15.00		5.00		
Bookcase	3.00	.30			
Cupboard	3.00				
Sewing Machine	50.00		20.00		
	170.95	19.05	25.00		
1 horse	100.00		25.00		
Pacific Cooperative Union share	280.00				
Truck	300.00		96.75		
	$850.95	19.05	146.75		
		146.75			
		165.80			

Other goods sold at auction:

2 hoes	1.30
Harrow	1.45
Chairs	4.50
	$173.05 - TOTAL GROSS SALES

RECAP. of CLAIM:

$511.00 - sold for $165.80
5.00 - abandoned
54.95 - unaccounted for, theft, etc.
280.00 - unsold (non-redeemable shares)
$850.95

No 2859 EXHIBIT No. CASE No.

No. 13285 VENUE Winnipeg, Man.

SALES TION	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
						15.00		
						18.00		Reported by Lessee, Mrs. Mayers, in letter 29/12/42 as (stolen.
14.00								
						14.00		
						5.00		
						.50		
						.45		
2.50								
						2.00		
					2.00			
2.25								
	5.00							Sale authorized by Mr. Kato in letter of Jan.14/43.
.30								
					3.00			
	20.00							Sale authorized by Mr. Kato in letter of Jan.14/43.
19.05	25.00				5.00	54.95		
	25.00							Sale authorized by Mr.Kato in letter of May 12/43.
							280.00	These shares are non-redeemable. Mr. Kato holds 28 shares at a par value of $10.00.
	96.75							Mr. Kato transferred his 1929 Pickup (Ford) Truck to the Pacific Cooperative Union on March 4/42. This Truck was appraised by McDermott Motors on March 12/43 at $90.00 and was later sold by them for Mr. Kato at $96.75. After deducting $6.88 owing to the P.C.U., Mr. Kato's account with the Custodian was credited with the balance of $89.87 on April 10, 1942. Mr. Kato was advised of this sale in a letter from the Custodian dated May 14/43.
19.05	146.75				5.00	54.95	280.00	
46.75								
65.80								
1.30								
1.45								
4.50								
73.05 - TOTAL GROSS SALES								

original claim shows that claimant - after agreeing to sell at set prices - nevertheless subsequently made claims for a greater amount.

To be handed to the applicant.

Licence No. C X 685 PROVINCE OF BRITISH COLUMBIA. Revenue Receipt No. 78194 F

Year 19 42

"MOTOR-VEHICLE ACT."

TRANSFER OF LICENCE FOR MOTOR-VEHICLE.

THIS IS TO CERTIFY THAT, notice having been filed with me pursuant to the provisions of the "Motor-vehicle Act" of the transfer of the motor-vehicle registered under Motor-vehicle Licence No. C X 685 from Wenge Kato, of Mission, B.C., as vendor, to Pacific Co Op Union, of " , B.C., as purchaser, and the prescribed transfer fee of seventy-five cents having been paid to me, the said licence is hereby transferred to the said purchaser of the motor-vehicle.

COMMISSIONER OF PROVINCIAL POLICE.

MOTOR OFFICE PAID MAR 4 1942 MISSION

Dated this 4 day of March Per J Penner
(Signature of issuing official.)

19 42, at Mission, B.C. *Official position* BCP.

Form 246

ROYAL CANADIAN MOUNTED POLICE
EXHIBIT REPORT

Detachment
Seizure No. T 165
FOR USE WHEN APPLICABLE

Detachment File No.
Sub-Division File No.
Division File No. E269-G13-3
Headquarters File No.

Detachment
Sub-Division
Division (E)
Date March 19 1942

RE:- Kiyoji KATO P O Box 227 MISSION B C
NAME OF FILE

On March 19, 1942, I Woodfellow K E
MEMBER'S NAME

Came into possession of the following goods by:-

SURRENDERED UNDER O.I.C. P.C 1486

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

KIYOGI KATO
Silverdale Road Mission

NO. OF PKGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL

LICENSE NO. 41 C X 685
MAKE & MODEL Ford Truck A 28
SERIAL NO. Not Known
ENGINE NO.
SPEEDOMETER READING 34003
CONDITION Poor

TIRE NUMBERS 5

EXHIBIT No. 835-5
DATE 1st April 1948
FILED BY D. M. Ehrmacke

EXTRA EQUIPMENT Nil

DESCRIPTION & CONDITION VERIFIED Front Bumper Broken
Fam Fenders Bent

X K. Kato
Signature of Owner
Japanese Registration No. 13285

Handed over to representative of Custodian whose signature in receipt thereof appears hereunder

R. A. Morris

DATE: March 19/42

H. E. Woodfellow
SIGNATURE OF MEMBER SUBMITTING REPORT

Ford A CA92326 98504
Rt Wel 2083 CA92326 19.4.29

2859

May 14, 1943.

Mr. Kiyoji Kato,
Registration No. 13285,
c/o M. Duprey,
St. Elizabeth, Manitoba.

Dear Sir:

Re: Your Truck and
The Pacific Co-operative Union

Please note that according to information supplied to this office by the Pacific Co-operative Union, they have effected sale on your behalf of the 1929 Ford light delivery truck you left with them. Before sale was effected, the matter was referred to this office, which on your behalf stipulated that the truck must first be priced by a competent appraiser. The truck was priced by the McDermott Motors Limited for $96.75 and sale was effected for you by the Pacific Co-operative Union at that figure. After deducting the sum of $6.88 said by the Pacific Co-operative Union to be due by you to them, they forwarded to us a cheque for the balance of $89.87, which we have placed to the credit of your account with us.

The Pacific Co-operative Union have no doubt been in touch with you in this connection, but for purposes of record we are sending you the information given above.

This opportunity is also taken to inform you that we have now been successful, following receipt from you of Pacific Co-operative Union cheque No. 573 for $200.00, to obtain payment for you of this cheque. Proceeds of the $200.00 in question have also been placed to the credit of your account with us.

Yours truly,

R. P. Alexander,
Manager.

RPA:BT

EXHIBIT No. 835-6
DATE 14 apl 1948
FILED BY R. M. Chernack

TRUCK

EVACUATION SECTION
Rec'd MAY 17 1943
File No. 2859
Ans.
Referred Anderson

EXHIBIT No. 835-7
DATE 14 apl 1948
FILED BY
J. W. G. Hunter

Custodian Capt.
Vancouver B.C.

May 12/43.

Dear Sir.

I have receive your letter, regarding to the statment you had asked us to name the price of the horse as $20 Sad hem a low price

The horse when I had purchased it cost me $75 without harness.

Because of being a living thing and had to be fed and taken care. That is only reason why we are force to sale. which otherwise I would not sell it. Soalthough price is low it could be $25 at least.

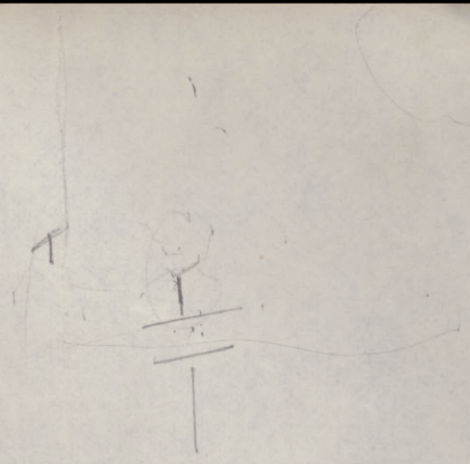
Sometime ago I had return you my post dated cheque of $20 by register also 3 shares of Pacific Co operative Union, but I have not receive any reply or receipt.

Were you able to get the cheque for the sewing machine and other articles that I had been sold by you as I have not heard from Custodian after it had been sold. Please let me know.

Yours truly
T. Kato

8791
2859





4 PCU Shims 40
1 Manifold 10
3 Heating Rod 30
Smoking Machine 25
PCU Switch 89.87
" Charger 200.
3 Heating Rod 10
404.87

6m
C of E 1.00
2 Unappraised 4.00 5.00 399.87

2859

April 30th, 1943.

Mr. Kiyoji KATO,
Reg. No. 13285,
c/o M. Duprey,
St. Elizabeth, Man.

Dear Sir:

We thank you for your letter of April 22nd in which you state that the price of $20.00 is too low for your horse. We have no intention of giving it away and would appreciate your advising us what you would consider a reasonable price.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

EVACUATION SECTION
APR 26 1943
Rec'd
File No. 2859
Ans.
Referred Anderson

Custodian Dept.
of Enemy properties

To Mr. Dupree
St Elizabeths Man
April 22/43.

Dear Sir.

Regarding to your letter few days ago about the horse.

It is quite a low price for horse @ 200 but you may sale it to Mr Farley horse only without harness.

Please do not sale anyother articles or property of ours whatsoever from now on.

Yours truly

per S. Shikaze
K. Kato

(Please tell Mr Farley)

5791
2859.

2859

April 12th, 1943.

Mr. Kiyoji KATO,
Reg. No. 13285,
c/o M. Duprey, Esq.,
St. Elizabeth, Man.

Dear Sir:

Referring to your letter of February 25th, we have written to Mr. Hartley, tenant on your property, regarding the purchase of your horse. He has now written us to the effect that, seeing he has fed the horse all winter, he would only offer $20.00 for the purchase of the animal.

Please advise us if this is acceptable.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

File No. 2859.

St. Elizabeth Mon.
Jan. 14 43

EVACUATION SECTION
Rec'd JAN 19 1943
File No. 2859
Ans.
Referred Anderson

Mr. R. D. Richardson
Farm Dept. Custodian Office.

Dear Sir.

I have received your letter of Jan. 6. which you inform us about selling our sewing machine ¥20, dresser ¥2.00 and phonograph ¥5.00.

Price could be better, but however that will do so I would like to have it sold.

The ~~dresser~~ dresser belongs to S. Shikaze, so he would like this under there name. ~~to~~ when sold.

Yours truly,

K. Kato
Reg No. 13285

EXHIBIT No. 835-8
DATE 14 apl 1948
FILED BY J. W. G. Hunter

2859

January 6th, 1943.

Mr. Kiyoji KATO,
Reg. No. 13285,
Ste. Elizabeth, Manitoba.

Dear Sir:

We have received an offer from Mrs. Ethel Mayers, former tenant on your property, to purchase your Singer sewing machine for the sum of $20.00, the dresser for $2.00 and the phonograph for $5.00.

We are submitting these offers for your consideration and if you wish to dispose of these articles at the said prices, collection shall be made by this office and placed to your credit.

Kindly advise.

Yours truly,

R. D. Richardson,
Farm Department.

HRC/EM

(211)

2859

2859

FARM LEASE

THIS INDENTURE made in duplicate the 18th day of April A.D., 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:- KIYOJI KATO of Mission City

in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

EXHIBIT No. 835-9
DATE 14 apl 1948
FILED BY J. W. G. Hunter

- and -

ETHEL MAYERS of the same place

Farmer
(hereinafter called the Lessee)

Of the Second Part

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

Blocks Nine (9) Ten (10) and Fifteen (15) of District Lot 165

Group Three (3) part of the North West quarter of Section Seventeen

(17) Township Seventeen (17) containing 10.085 acres more or less

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

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of Ten months to be computed from the first day of April A.D. 1942.

and from thenceforth next ensuing and fully to be completed and ended:

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

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

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

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

Two (2) acres of strawberries

One (1) acre of raspberries

One quarter (¼) acre of loganberries

One quarter (¼) acre of blackberries

One (1) acre of rhubarb

Twenty (20) fruit trees

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

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

AND it is further understood and agreed that statements of the proceeds of the aforesaid growing crops shall be furnished to the Custodian of Enemy Property or his representative by Pacific Co-operative Union in the same manner as statements have previously been furnished to the Lessor.

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

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

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

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

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

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

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

Signed, Sealed and Delivered by
KIYOJI KATO and ETHEL MAYERS
in the presence of

M M Fletcher

K Kato

Ethel Mayers.

AFFIDAVIT OF EXECUTION

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

1. That I was personally present and did see KIYOJI KATO and ETHEL MAYERS the parties thereto, duly sign and execute the within instrument, for the purposes therein named.

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

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

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

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

M M Fletcher.

A Commissioner for taking affidavits
within British Columbia.

DATED 18th day of April A.D. 194...2

KIYOJI KATO

TO

ETHEL MAYERS

FARM LEASE

JAMES M. CAMPBELL
Barrister - Solicitor
MISSION CITY - - B. C.