5402

FORM "A"

HANEY

FILE No. 3452

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: [redacted] MATSUMOTO, Mr. Yoshimatsu

HOME ADDRESS: 14th Ave., Haney, BC

REGISTRATION NUMBER 14006 SEX: Male AGE: 64

OCCUPATION: Strawberry grower

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: Myself

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Yoshino

ADDRESS OF WIFE OR HUSBAND: 14th Ave., Haney, BC

NAMES OF ANY LIVING CHILDREN: Nobuo (M) Misao (F)

ADDRESS OF CHILDREN: 14th Ave., Haney, BC

AGE OF CHILDREN: 22, 24

STATEMENT OF ALL REAL PROPERTY (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: Yennadon Township 12, NW quarter, Sec Lot 28

2. BUILDINGS AND OTHER IMPROVEMENTS: Four-room dwelling house et shed

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) $11.71, payable at Maple Ridge, BC

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) [redacted]
$100 owing the Toronto General Trust on land.

6. OCCUPANCY AND LEASES (If vacant so state) Myself

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Toronto General Trust Co.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN strawberries, raspberries, damson plums, Italian prunes, apples, crops leased to Mr. H. Legge, 14th Ave., Haney, BC

Fir Trees sold to Ed Shoesmith for $90-money received.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Four-room dwelling house at 14th Ave., Haney, BC

2. LANDLORD'S NAME AND ADDRESS: Myself

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:

4. STATE WHEREABOUTS OF LEASE:

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: See clause 9

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:

Household furniture, kitchen utensils, chinaware, farm implements, carpenter tools, in the house on 14th Ave., Haney, BC

Key will be left in care of Mr. H. Legge, 14th Ave., Haney, BC

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

FILE No. _____

FORM "A"

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) $25 owing by Mr. John Peterson, Horse Shoe Bay, BC, hold his note.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) $50 (four) Victory Bonds, four shares in the Maple Ridge Co-op Union at home.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: $1000 Mutual Life Ins. Co. Beneficiary my wife. Policy at home.

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: $100 owing on Land to Toronto General Trust Co.

2. TRADE DEBTS: None

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 23rd day of April 1942.

T. Nishimura

(Signature)

T. Dalberno

Witness

FOR DEPARTMENTAL USE

DOMINION OF CANADA

PROVINCE OF BRITISH COLUMBIA

TO WIT:

IN THE MATTER OF AN AGREEMENT FOR SALE MADE BETWEEN JAMES JOSEPH MULHALL and YOSEMOTO MATSUMOTO covering Lots 1 & 2 of the Northwest Quarter of Section 28 Township 12, Map 2409, Group 1, New Westminster District, and dated 5th February 1929

I, WALTER FRETH EDMONDS of 2415 West 14th avenue, in the City of Vancouver, in the Province of British Columbia, DO SOLEMNLY DECLARE:

1. That I am a Title Searcher employed in the office of the Custodian.

2. That I searched the records in the New Westminster Land Registry office on the 26th day of November, 1942, and examined a document filed and deposited in said Land Registry Office No. 63330C which is the official number of an Agreement for Sale dated the 5th day of January, 1929, made between John J. Mulhall as Vendor and Yosemoto Matsumoto as Purchaser and found the signature of the said Yosemoto Matsumoto signed to the said document spelled "Yosemoto Matsumoto."

3. That the signature of Yosemoto MATSUMOTO appearing on the said agreement for sale, lodged in the Land Registry Office at New Westminster, is identical with the signature "Y. YASUMOTO" appearing on the "JP" form of this Japanese.

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 Vancouver, in the Province of British Columbia, this 27th day of November, 1942.

Walter F. Edmonds.

A Notary Public in and for the Province of British Columbia.

Notary Public in and for the Province of British Columbia

INFORMATION FROM R.C.M.P.

Date Sept. 9/43.

e No. 5402

ne MATSUMOTO Yoshimatsu
(Surname in Block Letters)

stration No. 14006 Male - Female (check) Age Apr. 15, 1877

Former Address 14th Ave., Haney, B.C.

Date Evacuated Apr. 30/42 Naturalized - Canadian-Born - National (check)

Present Address c/o Ed. Owens, Crossfield, Alta.

Married - Single (check) Name of Wife (nee TODA) Yaeko #14087

Name of Husband —

Name of Father Kuhei (Dead)

Name of Mother (nee IGUCHI) Matsuno (Dead)

Names of Children under 16

Requested by Mary Campbell Registered with Custodian (Yes or No)

Additional Information Strawberry Grower.
Owner of 10 acres, house

File No. 5402 August 18, 1947.

REAL PROPERTY SUMMARY

CATALOGUE NO.: Part of Veterans' Land Act Offer.

JAPANESE NAME: (Mr.) Yoshimatsu MATSUMOTO, Regn. No. 14006.

PROPERTY ADDRESS: 290 14th Ave., Haney, B. C.

LEGAL DESCRIPTION: Lots 1 and 2 of N.W. ¼ Sec. 28, Township 12, Group 1, New Westminster District, Map 2409.

SOLD

TITLE: Registered in the name of Toronto General Trust Corporation (In Trust). Certificate No. 89729E.

ENCUMBRANCES: Vested in Custodian, Filing No. 24327.

ASSESSED VALUE: Land $200.00. Improvements $525.00.

CLASSIFICATION: A 10 acre farm, of which 3½ acres were cleared, 1½ acres planted in strawberries, 1 acre in raspberries and with 29 fruit trees. Also having a single storey dwelling 24' x 28' of frame and shingle construction, in good condition, 2 packing sheds 10' x 10' and one 12' x 22', a garage 10' x 10', small smoke house and bath house.

HISTORY OF ADMINISTRATION: Mr. Matsumoto was evacuated to Alberta on April 30/42. In his "JP" Form of April 23/42, he declared himself as owner of the above described property, that same had been leased by him to H. C. LEGGE from April 20/42 to Dec. 31/42, (buildings and chattels not included) on fifty-fifty basis. He stated also that the standing timber had been sold to E. SHORSMITH for $90.00 and payment received. From evidence on file the lessee discharged his obligations fully and was granted a new lease by the Custodian, from July 1/43 to Aug. 31/43, for the consideration of $25.00,

payable on July 1/43. Buildings and chattels were not included. This lease was handed to the Soldiers' Settlement Board on August 9/43.

The land and buildings were sold to the Director of Veterans' Land Act, as at Jan. 1/43, for $411.00, although the transfer of property and payment were not completed until May 8/44.

After deducting $3.00 for Registration Fees, $15.00 for Legal Fees and $59.00 being balance of Original Purchase Price and accumulated interest, the net amount of $334.00 was credited to Yoshimatsu Matsumotos account, with advice to him. His reaction to this sale is set out in his letter of Sept. 11/44, which we quote.

"Received your letter of July 20/44, and found that you have a form in it for the sale of my property, for a sum of $411.00.

I regret to say that the house itself is worth more than the property sold as you have priced.

The property I first bought was a regular forest and I have worked breaking my back to break the land as much as I have now cleared by blasting stumps, hauling rocks along the fence as you will see it.

It may be easy for some people who never realize the work and labour put on it to sell it at the price you have, as said in the form for $411.00.

Fifteen years ago or more the price of the property was $300.00 as you know. Interest of $8.56 per year. The house on it cost me over $500.00 to build. So you see I do not even get enough for my labour and pay for the house for the price you have said sold for.

I wish to get at least $1,000.00 for this property unless some arrangement can be made."

The above Summary is certified to be in accordance with the information on file:

M. L. Brown

MLB/JJW

Dec 7/42 ?

INVENTORY OF CHATTELS BELONGING

TO

MATSUMOTO, Yoshimatsu # 14006

IN HOUSE MAIN FLOOR

1 Cook stove
2 Pails
1 Aluminum & 3 Enamel pans
1 Stove toaster
2 Tables (H.M.)
1 Bed complete
1 Bunk (H.M.)
4 Kitchen chairs
2 Benches (H.M.)
1 Medicine cabinet(H.M.)
1 1 Gal. crock jug
3 X cut saws
1 Crow bar
1 Asparugus knife mounted
1 Pick head
2 Mattocks (1 no handle)
1 Peevee
4 Wedges
1 5 piece saw set
2 D.B.& 1 S.B.Axes
1 Froe
1 Bent shovel
1 Shovel (N.V.)
1 Jap sickle
1 Wooden tub
1 Lantern
1 Built in cupboard with drawers
1 Sml. crtn. cont. few motor bearings
1 Sml. box of photographes
1 Box Xmas decorations
1 Iron pot
1 Lamp chimney
Few loose books
2 Flower pots
2 Prs. curtains
1 Galv. dish pan
6 Lengths 1 Tee & 1 elbow of stove pipe
1 Wash tub

BASEMENT

2 Jap tubs
1 Galv. wahs tub
1 H.M. Bench
2 Mallots
14 Shipping crates
2 Pickers trays
Quan. of mixed berry wire
1 Part bag of Lime
1 Wooden rice bowl (Large grinding)

PA CKING SHED

17 Pickers trays
1 Spud digger
1 Hoe
5 Shipping crates
1 Old high chair

GARAGE

9 Shipping crates
1 Pail

PACKING SHED

3 Shipping crates
2 Bee Hive masks
1 Old coat

SMOKE HOUSE

2 Screens 2' x 2'.

SIGNED E. Anderson
R. M. Anderson

Pile ~~10776~~ 5402

REPORT

RE: Property registered in the name of :

H. MATSUMOTO

Situated at : 200--14th. Ave Haney, B.C.

We found the house broken into by forcing the back door. The basement door was also forced open.

All doors are now nailed shut.

Signed S Clarke

R. M. Anderson.

File 13596 5402

REPORT

RE: Property registered in the name of:

K. TATEISHI

Situated on 14th. Ave north of 34th. Rd. Haney, B.C.

This place has been broken into and ramsacked. we found chattels scattered about the floor and cabinets upset.

All doors and windows are now nailed and locked.

Signed S Clarke

R. M. Anderson.

REPORT

RE: Property registered in the name of :

SAKAMOTO (Childs name Shizuko)

Situated at 2319 Hammond Road, Pitt Meadows, B.C.

This is the worst case of vandalism so far seen, all doors have been forced , every window in the house has been smashed.All chattels have been removed from the property.or stolen.

This property is leased by Mr. R. Boufard.

We were unable to lock this place up.

Signed S Clarke

R. M. Anderson.

REPORT
ON EVACUATED JAPANESE PROPERTY

File No. 5402

MUNICIPALITY: Maple Ridge. Date: May 15th. 1942

NAME: MATSUMOTO. Yoshimatsu, REGISTRATION NO. 14006.

ADDRESS: 290 14th. Ave, Haney, B.C.

PROPERTY:

ACREAGE: Not obtainable.

KIND OF CROPS: Rasberries, Strawberries, Tree fruits.

APPROXIMATE ACREAGE OF EACH: ½. 1.

HOUSE: VACANT: Yes. OCCUPIED

DESCRIPTION 1 Story wooden frame house ROOF: Shingle.

NO. OF ROOMS 4.

SIZE: 24 x 28.

CONDITION: Good.

OTHER BUILDINGS: Shed.

NAME OF LESSEE OR RENTOR: H. Legg, 14th, Ave. Haney, B.C.

TERMS: Not known.

WATER: "Well" ON: OFF:

LIGHT: ON: OFF: Yes.

REMARKS: Could not locate Lessee.

INVENTORY OF CHATTELS LEFT ON PROPERTY
In house. Boarded up Well 2nd/42

Bed & Spring.

3 Kitchen chairs.

Small cook stove.

Bdl. Garden tools.

Hand cultivator.

Signed:

I. C. Bardwell

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REPORT
ON EVACUATED JAPANESE PROPERTY

File No. 4976

MUNICIPALITY: MAOLE RIDGE Date: Dec. 2nd.1942

NAME: MATSUMOTO, Yoshimatsu REGISTRATION NO. 14006

ADDRESS: 290 14th. Ave. HANEY, B.C.

PROPERTY:

ACREAGE: 3¾ Acres cleared

KIND OF CROPS: Rasps 1 Straws 1½ FruitTrees 29

APPROXIMATE ACREAGE OF EACH:

HOUSE: 1 Storey VACANT: Yes OCCUPIED:

DESCRIPTION: Frame ROOF: Shingle

SIZE: 24 x 28 NO. OF ROOMS: 4

CONDITION: Good. interior paperd

OTHER BUILDINGS: Garage 10 x 16, Packing shed 12 x 22.
Bath house 6 x 9, 2 Packing sheds 10 x 10. Smoke House 5 x 5.

NAME OF LESSEE OR RENTOR: ✓

TERMS:

WATER: Well ON: OFF:

LIGHT: Electric ON: OFF:

REMARKS: Property well kept.

INVENTORY OF CHATTELS LEFT ON PROPERTY:

SEE ATTACHED LIST

Signed: R. Ron Robertson.

THE UNDERSIGNED ACKNOWLEDGES THAT THE REGISTERED ARTICLE DESCRIBED ON TH
Le soussigné déclare que l'envoi mentionné d'autre part

SIDE WAS DULY DELIVERED ON THE | 24th Jan. 1944
a été dûment livré le

Date stamp of office of destination
Timbre du bureau destinataire

CRANFORD,
JAN 24 1944
ALBERTA

SIGNATURE OF THE ADDRESSEE | (1) Grahamston Matsuo
Signature du destinataire

OF ADDRESSEE'S REPRESENTATIVE | (2) Frank Matsuoka
du représentant du destinataire

OF THE POSTMASTER OF THE OFFICE OF DESTINATION |
de l'agent du bureau destinataire

(1) This advice should be signed by the addressee or if the regulations of the country of destination so provide, by the Postmaster of the Delivery office and returned by first mail to the address shown on the other side.

Cet avis doit être signé par le destinataire, ou si les règlements du pays de destination le comportent, par l'agent du bureau destinataire, et renvoyé par le premier courrier à l'expéditeur, dont l'adresse figure sur l'autre côté de cette carte.

(2) When delivery is made to the authorized representative of the addressee, both addressee's name and representative's signature must appear on this receipt.

Lorsque la remise est faite au représentant autorisé du destinataire, le nom du destinataire et la signature de son représentant doivent paraître sur ce reçu.

Farm Appraisal Report

File No. J.L.284

Land Description Lots 1-2 of NW¼ of Sec.28 Tp.12 Map 2409.

Containing 5.01 & 5.30 acs. - 10.31 Acres

Owner's Name (Toronto Gen.Trust Corp.) K.P.MATSUMOTO, Yosemoto. Post Office Address Haney, B.C.

Nearest Rail Point Haney, B.C. Distance 2½ miles

Market Town New Westminster, B.C. Distance 24 "

Church (give denomination) All denominations, Haney, B.C. Distance 2½ "

Nearest School Haney, B.C. Distance 2½ "

State how property was identified: Map, location and corner posts.

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

Direct access to 14th Avenue, gravel road, fair condition.

Is this district a good one? Only fair. In vicinity of co-operative marketing.

Employment opportunity Very limited.

Predominating Nationality and religion: Mixed - Japanese predominating.

Describe Fencing and its condition: No fencing. Value $

Water supply: Domestic water from well. Value $

BUILDINGS ON FARM

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BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 28	Frame & Shgl	1.1 st	Shgl.	-	Wood	Fair	$250.00
	x							
	x							
BARN Shed	12 x 21	Poles & shake.	7'	Shakes	-	"	"	-
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

Total present day value $ 250.00

Total Value Buildings add to farm $ 250.00

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

Describe the basement and chimneys: No basement; metal chimney.

No. rooms downstairs? 4 Upstairs? - How finished Wood and paper.

Are buildings painted? No. Condition of paint -

Distance from nearst bush Adjacent to bush.

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
1.26	Slope	Sandy loam 8 to 14"	Sand & gravel.	Berries	$40.	$88.00
.94	Level	Silty loam 10 to 18"	Sand & gravel.	Berries and Meadow	$40.	

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

Area Unsuitable for Cultivation.

ACRES	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	TOTAL
8.10	Steep hills, bed rock and scrub timber.	Firewood value	$10.	$1.00

Total value of Land $ 169.00

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 $ 419.00

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

Area in crop in fair condition. Property under crop share 50.50. Lease Japanese family by name of Aomoto in occupation of dwelling. Awaiting evacuation order.

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

Noxious weeds: None of consequence.

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

1942 Tax Lot 1 - $3.71
2 - 9.14 District of Maple Ridge.

Date: 13th June, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 11th **day of** June **19** 42.

Inspector's Signature

"H. L. SINCLAIR"

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

Farm Appraisal Report

Remarks: This is an exceptionally poor property. The 1.26 acres of cropped land on Lot 2 have a decided slope from 14th Avenue to East to height of land, then fall away approximately 120 ft. to bottom land adjacent to Lillooet River. There is no access to this bottom land other than by a footpath and crops produced on this area must be packed out by hand.

Other than the cleared acreage shown the land is comprised chiefly by steep banks, bedrock and covered with brush.

Dwelling is shack-like but habitable.

Electric light is installed in the house.

(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
1.26 Strawberries - fair to good condition.	$
.44 Raspberries - " " " "	$
.30 Meadow.	$
	$
	$
	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

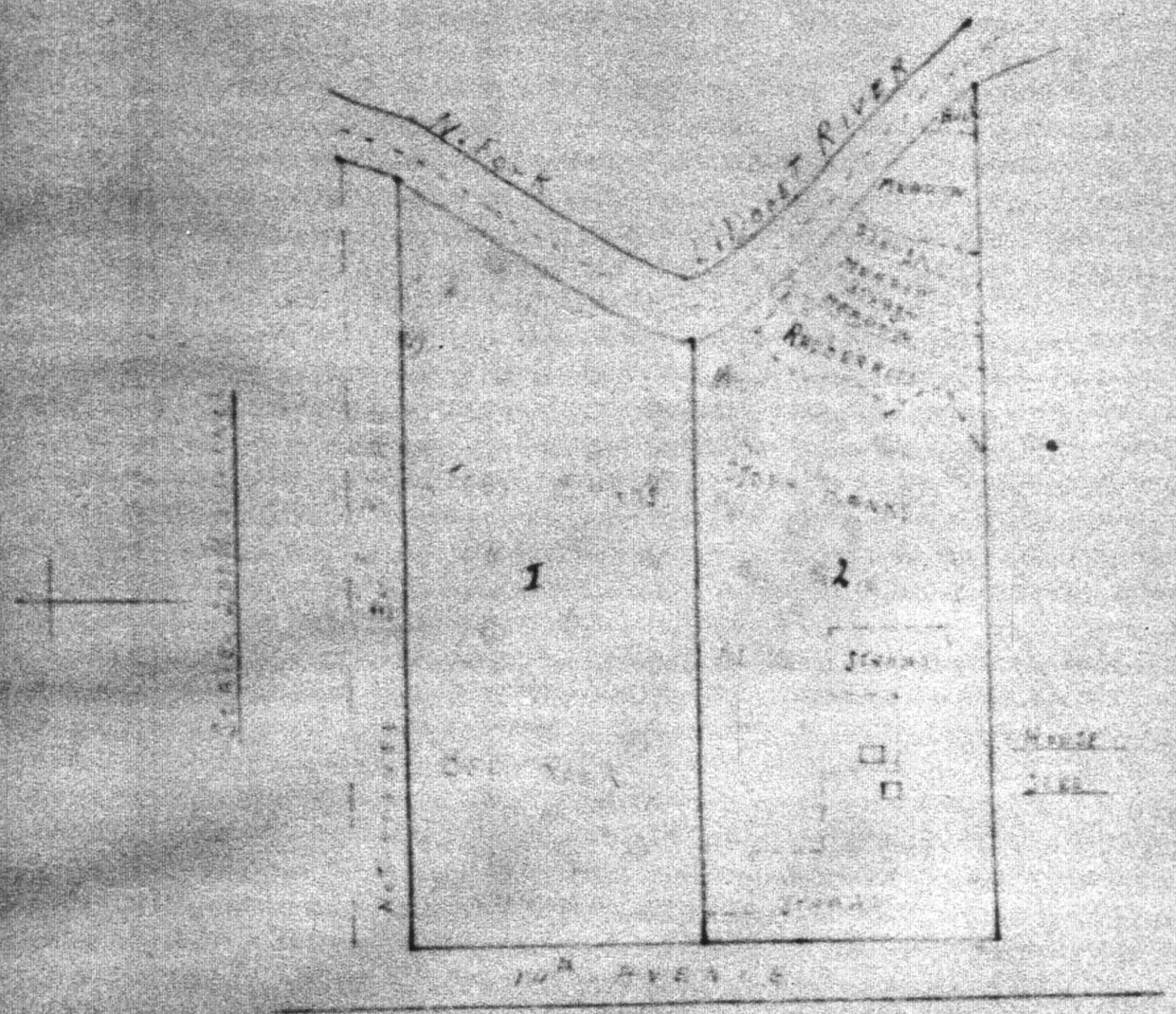
Diagram of Property

Lots 1-2- of N.W¼ of Sec 23-Tp. 12-Mdo 2402

The Toronto General Trust Corp

R.P. Yosemoto Matsumoto.

5.01 & 5.30 Acs



Following careful review of this appraisal report, it is my opinion that the present value is $ 400.00

Date 16th June 19 42.

"I. T. BARNET"
District Superintendent.

File No. 5402 Sept. 15, 1947.

PERSONAL PROPERTY SUMMARY

Re: Yoshimatsu MATSUMOTO
Regn. No. 14006

Chattels: On his "JP" Form of Apr/22/42, the above named listed, as stored in his residence at 14th Avenue, Haney, B. C. the following chattels; household furniture, kitchen utensils, chinaware and farm implements. He further indicated that the key to his house had been left in care of Mr. H. LEGGE, a neighbour, to whom the farm had been leased.

Our representative examined the chattels on May 15/42 and listed the following goods found in the house: bed and spring, 3 kitchen chairs, small cook stove, bundle of garden tools and 1 hand cultivator.

On Dec/2/42 a detailed inventory was made by C. S. Carlson and R. M. Anderson, showing many articles not previously listed. It is evident from a perusal of this list that several articles were of no value, ie., 1 shovel (bent), 1 shovel (N.V.), old coat, etc.

Although Mr. H. LEGGE operated the farm from May/1/42 until it was sold to the Director of Veterans' Land Act, the dwelling house was vacant during that time.

In January 1944, it was found that the house had been forcibly entered, (see report Carlsen and Anderson, filed June 20/44). There is no record of an examination being made at that time to ascertain if chattels had been stolen, nor is there any evidence that goods had been removed, either prior or subsequent to that date.

No monies have been credited to this individual for sale of chattels, other than $2.67 for sale of Mail box.

Particulars of inventories are shown attached Chattels Schedule.

Bonds: 4 $50.00 Victory Loan Bonds
4 Shares Maple Ridge Co-operative Union.
These did not come under the control of the Custodian.

Life Insurance: $1,000.00 with Mutual Life Insurance Co., beneficiary wife - Yoshino MATSUMOTO.

Accounts Receivable: $25.00 - debtor - John Patterson, Horse Shoe Bay, B. C.

On Feb. 25/43 a notice was forwarded to Mr. Patterson at Horse Shoe Bay, but was returned with notation -

"moved, address unknown".

Matsumoto has been notified of our inability to trace this debtor on May 12/43.

The above Summary is certified to be in accordance with the information on file:

M. L. Brown.

MLB/JJW

MLB Sept 12/47. Mr Anderson states that goods were of insufficient value to warrant their Removal

MLB

File No. 5402

September 16, 1947.

CHATTEL SUMMARY

Re: Yoshimatsu MATSUMOTO
Regn. No. 14006

On his "JP" Form of Apr/22/42 the above named Japanese declared the following articles to be stored in his house at Haney, B. C. Household furniture, Kitchen Utensils, Chinaware and Farm Implements. He also stated that the key to the house in which the chattels were stored was in care of Mr. H. LEGGE, to whom Matsumoto had leased his farm.

On May 2/42 I. C. Bardwell, Custodians Representative, Inventoried the chattels at 290 14th Avenue, Haney, B. C. See attached Chattel Schedule.

On Dec. 2/42 a detailed inventory was made by S. C. Carlson and R. M. Anderson of all chattels found on the property. This lists a great many articles not included on the previous two inventories, but seems also to include many articles of little or no value.

In January of 1944, the following report was made by S. C. Carlson and R. M. Anderson "we found the house broken into by forcing the back door. The basement door was also found open. All doors are now nailed shut." There is no record of any of the chattels having been sold or removed to storage.

The above Summary is certified to be in accordance with the information on file:

M. L. Brown.

File No. 5402 Sept. 16, 1947.

CHATTEL SCHEDULE

Re: Yoshimatsu MATSUMOTO
Regn. No. 14006

DECLARED AS LEFT ON PROP. "IP" FORM 23/7/42

Household furniture
Kitchen Utensils
Chinaware
Farm Implements
Carpenters Tools

INVENTORIED BY I. G. HARDWELL, MAY 15/42

Bed and Spring
3 Kitchen Chairs
Small Cook Stove
Bundle Garden Tools
Hand Cultivator

INVENTORY DEC/2/42 BY S. G. CARLSON

In House

1 Cook Stove
2 Pails
4 Pans
1 Stove Toaster
1 Bed Complete
1 Bunk (HM)
4 Kitchen Chairs
2 Benches (HM)
1 Medicine Cabinet (HM)
1 Crock (1 gal.)
3 X-cut Saws
1 Crow Bar
1 Asparagus Knife
1 Pick Head
2 Mattocks
1 Peevey
4 Wedges
1 Saw set
3 Axes
1 Froe
1 Shovel (bent)
1 Shovel (N.V.)
1 Sickle (Jap)
1 Tub (wood)
1 Lantern
1 Cupboard (Built in)
1 Ctn.(Motor Bearings)
1 Box Photos
1 Box Xmas Decorations
1 Iron Pot
1 Lamp Chimney
Books (few)
2 Flower Pots
2 Pairs Curtains
1 Dish Pan (Galvn.)
6 Pieces Stove Pipe
1 Wash Tub

In Basement

2 Tubs (Jap)
1 Tub (Galvn.)
1 Bench (HM)
2 Mattocks
14 Shipping Crates
2 Pickers Trays
Qty. Berry Wire

In Basement cont'd

1 Part Bag Line
1 Grinding Bowl
17 Pickers Trays

In Packing Shed

1 Spud Digger
1 Hoe
5 Shipping Crates
1 High Chair (old)

In Garage

9 Shipping Crates
1 Pail

In Packing Shed

3 Shipping Crates
2 Bee-Hive Masks
1 old Coat

Smoke House

2 Screens 2' x 2'

File No. 5402.

CLAIMS DEPARTMENT February 25th., 1943.

Yoshimatsu MATSUMOTO - Reg. No. 14006

CREDITORS:

NO CLAIMS on file.
See below.

DEBTORS:

John Peterson $25.00

BRD:DE

NOTATION: June 1st, 1943.

After denying a $6.00 claim in favour of Kumejiro NISHIURA on this file several times MATSUMOTO now admits owing same, and says he will pay. (His letter May 29/43).

BRD:DE

File No. 5402 August 18, 1947.

SPECIFIED ARTICLES SUMMARY

Re: Yoshimatsu MATSUMOTO
Regn. No. 14006

No 'Specified Articles' were listed on "JP" Form of April 23/42, and no evidence of such articles is to be found in his file.

The above Summary is certified to be in accordance with the information on file:

M. L. Brown.

MLB/JJW

File No. 5402 August 18, 1947.

FIRE INSURANCE SUMMARY

Re: Yoshimatsu MATSUMOTO
Rem. No. 14006

NO FIRE INSURANCE WAS DECLARED OR DISCLOSED ON FILE.

The above Summary is certified to be in accordance with the information on file:

H. L. Brown.

HLB/JJW

File No. 1408 August 30, 1947.

INHERITANCE SUMMARY

Re: Washington [redacted]
Docket No. 14008

On the 10th [redacted] of April 23/42 Matsumoto declared $500.00 owing to Toyota Sangyo Trust Corporation, as his only liability; subsequently claims were lodged against him by the A. O. Electric Co. for $45.75; Kumajiro [redacted] for $5.00.

All claims were later admitted by Matsumoto and paid from proceeds of crop returns and sale of his property.

The above Summary is certified to be in accordance with the information on file:

E. L. Penn

ccs/nm

This Indenture

made in duplicate this Nineth day of May in the year of our Lord one thousand nine hundred and twenty/nine;

Between

JAMES JOSEPH MULHALL, Contractor, of Port Haney, in the Municipality of Maple Ridge, Province of British Columbia

Insert full name, address and occupation of parties

hereinafter called the "Assignor" of the First Part

AND

FRANK BURNETT, the elder, Retired, of 4698 4th Avenue West, in the City of Vancouver, aforesaid Province.

hereinafter called the "Assignee" of the Second Part

AND

YOSEMOTO MATSUMOTO, Logger, of Port Haney, in the Municipality of Maple Ridge, aforesaid Province

hereinafter called the "Purchaser" of the Third Part

Whereas, by Agreement for Sale dated the Fifth day of January A. D. 19 29, and made between the above-named Assignor and the above-named Purchaser, the said Assignor agreed to sell and convey unto the said Purchaser, who therein agreed to purchase from the said Assignor, the lands therein and hereinafter described, for the sum of

Three Hundred ---------- 00/100 ---------- Dollars

subject to the conditions and covenants in said Agreement for Sale contained:

And Whereas, there is still owing and unpaid under the said Agreement for Sale the sum of

Two Hundred ---------- 00/100 Dollars

together with interest at the rate of Eight per cent. per annum from the Fifth day of January A. D. 1929, which moneys and interest are under said Agreement for Sale payable to the Assignor in addition to all sums payable under said Agreement.

And Whereas, the said Assignor has agreed to grant and assign the said Agreement for Sale and all his interest therein and in the said lands, and all money still owing and unpaid under the said Agreement for Sale unto the Assignee herein.

Now, therefore, this Indenture Witnesseth, that in consideration of the premises, and of the sum of TWO HUNDRED ——————————————————00/100 Dollars of lawful money of Canada now paid by the Assignee to the Assignor (the receipt whereof is hereby by him acknowledged), he the Assignor doth hereby grant, assign and set over unto the Assignee, the said Agreement for Sale together with all moneys due, owing or payable thereunder, and all the right, title, and interest of him the Assignor thereunder and therein.

And this Indenture Further Witnesseth that for the consideration aforesaid, he the Assignor, by these presents doth grant, bargain, sell, assign, transfer and set over unto the Assignee forever, all and singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge, Province of British Columbia, and more particularly known and described as Lots One (1) and Two (2) of the North West Quarter of Section Twenty-eight (28), Township Twelve (12), Group One (1), New Westminster District, according to the registered map or plan of the said sub-division deposited in the Land Registry Office at the City of New Westminster, in the said Province and numbered 2409.

To have and to hold the said lands and premises unto and to the use of the Assignee forever, subject to the terms, covenants and conditions contained in the said Agreement for Sale.

And the Assignor hereby covenants with the Assignee that there is now due or accruing due and unpaid under the said Agreement for Sale to the Assignor in addition to all other sums payable thereunder the sum of Two Hundred ——————————————————00/100 Dollars together with interest thereon at Eight per cent. per annum from the Fifth day of January A. D. 19 29, and that he has done no act nor permitted any act to incumber the said lands save and except as mentioned in said Agreement for Sale and has not done nor permitted any act, and has been guilty of no omission or laches whereby the said Agreement for Sale has become in part or entirely in anywise impaired or invalid, and he has not released, assigned, hypothecated or discharged the same, nor has any covenant, condition or proviso contained therein, been discharged or waived, nor any breach or non-performance thereof been waived or condoned, and that he will upon request to, perform and execute every act necessary to enforce the full performance of the covenants and other matters contained in the said Agreement for Sale and for the purpose of enforcing all rights of the Assignor in said Agreement for Sale the Assignor hereby nominates, constitutes and appoints the Assignee his true and lawful attorney irrevocable, to use the name of the Assignor in securing the enforcement of all such rights, and doth hereby authorise the Assignee to convey the said lands or the interest of the Assignor therein named, to the Purchaser or such other person, including the Assignee, as may become entitled to a conveyance thereof.

And the Assignor Doth Further covenant, promise and agree to and with the Assignee that in case of default by the Purchaser in payment of any sum or sums of money which shall become due or owing under the said Agreement for Sale that he will forthwith on demand, well and truly pay or cause to be paid, to the Assignee any sum or sums so in default.

And the Assignor Doth Further Covenant and Agree that the giving or extending of time for the payment of any sum or sums of money payable under the said Agreement for Sale or for the performance of any condition or covenant contained therein, by the Assignee to the Purchaser or any other person, shall not be a waiver or release or discharge in any way, to the Assignor, of this covenant.

And the Purchaser Doth Hereby Acknowledge having received notice of the assignment herein contained and doth acknowledge and admit that the amount owing by him under the said Agreement for Sale is as hereinbefore set out.

And the Purchaser Doth Further Covenant, Promise and Agree to and with the Assignee, that he will pay or cause to be paid to the Assignee, the said sum of money still owing and unpaid under the said Agreement for Sale on the days and times and in the manner therein set forth, and that he will keep, observe and perform all covenants, provisos and agreements therein contained.

Wherever the singular or masculine are used throughout this Indenture, 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.

And it is further agreed that the words "Assignor, Assignee, or Purchaser" wherever used in this Indenture shall include and be binding on, and ensure to the benefit of not only the said parties hereto, but also on and to their respective heirs, executors, administrators, successors and assigns.

In Witness Whereof, the parties hereto have hereunto set their hands and seals.

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature James Burnett
Street Address 432 Pender St. W.
City or Town Vancouver, B. C.
Occupation Clerk

"James Joseph Mulhall"

"Yosemoto Matsumoto"

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 who subscribed his name to the annexed instrument as , and that he is the person of the said and affixed the seal of the to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and seal of Office, at in the Province of British Columbia, this day of 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.

Dated May 9th 19 29

JAMES J. MULHALL

—TO—

FRANK BURNETT

Form No. 10

VENDOR'S Assignment of Agreement FOR SALE OF LANDS

63333C

83833E

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA, TO WIT:

I, James Burnett of Vancouver, of the City, 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 James Joseph Mulhall & Yosemoto Matsumoto the parties thereto, for the purposes named therein.
2. The said instrument was executed at the City of Vancouver
3. I know the said parties, and that both 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 Vancouver in the Province of British Columbia, this 15th day of May, 19 29

"P. E. Wells" (Seal)

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

"James Burnett"

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that on the day of 19 at in the of (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 the person mentioned in the annexed instrument as the maker thereof, and whose name subscribed thereto as part and that know the contents thereof, and that executed the same voluntarily, and of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at 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.

4 63333 63330

This Agreement,

made in triplicate this fifth day of February in the year of Our Lord one thousand nine hundred and ~~twenty~~ twenty-nine

BETWEEN

JAMES JOSEPH MULHALL, of Port Haney, in the Municipality of Maple Ridge, Province of British Columbia, Contractor.

Name, Address and Occupation of Parties

hereinafter called the "Vendor" of the one part

AND

YOSHIOTO HATSUMOTO, of Port Haney, in the Municipality of Maple Ridge, Province of British Columbia, Logger.

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

Municipality of Maple Ridge, Lots 1 & 2 of the Northwest quarter of Section 28 Township 12, Map 2409, Group 1, New Westminster District.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of ——— Three Hundred ———($300.00)——— Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of——— One Hundred ———($100.00)——— Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

Fifty ($50.00) dollars on the 5th day of July, 1929
Fifty ($50.00) dollars on the 5th day of January, 1930
Fifty ($50.00) dollars on the 5th day of July, 1930
Fifty ($50.00) dollars on the 5th day of January, 1931

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of 8% per cent. per annum, payable with each instalment of principal

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:

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 Herbert Hensies

Street Address Port Haney, B. C.

City

Occupation Notary Public

"James Joseph Mulhall"

"Yosemoto Matsumoto"

I hereby certify that this is a true copy of the Agreement registered in the Land Registry Office, New Westminster, B. C. in connection with property known as Lots 1 and 2 of the NW¼ Sec. 28, Township 12, Map 2409, Group 1, N. W. D., and being in the Municipality of Maple Ridge.

DECLARED Before me at Vancouver
in the Province of British Columbia
this 1st day of October A.D. 194

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.

DECLARATION BY ATTORNEY

I, of the
of , in the Province of British Columbia,
DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.

2. At the time of the execution of the within instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

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
in the Province of
this day of A.D. 194

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

Acknowledgment of Officer of a Corporation

I Hereby Certify that, on the day of , 194 , at , in the Province of British Columbia, (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that he is the of , and that he is the person who subscribed his name to the annexed instrument as of the said and affixed the seal of the to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

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.

Agreement FOR SALE OF LAND

Dated Feb. 5th 1929

JAMES J. MULHALL

AND

YOSHIOTO MATSUMOTO

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

FOR MAKER (INCLUDING MARRIED WOMEN)

I Hereby Certify that, on the 20th day of February, 1929, at Port Haney, in the Province of British Columbia, James Joseph Mulhall ~~whose identity has been proved by the evidence on oath of~~, ~~who is~~ personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed Instrument as the maker thereof, and whose name he subscribed thereto as party, that he knows the contents thereof, and that executed the same voluntarily, and of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Port Haney in the Province of British Columbia, this 20th day of February in the year of our Lord one thousand nine hundred and ~~nine~~ twenty-nine

"H. Nenaie"

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

No. 63333C. File No. 5407 4946 Ex 43

NATURE OF ENCUMBRANCE Agreement for Sale and Purchaser ..... or .....
(registered) (unregistered)

Name of Owner of Property MATSUMOTO, Yoshimatsu ✓ Reg. No. 03671

Address Vancouver Cannery, Eburne, B. C.

Occupation Farmer Age 68

Registered Owner of Property The Toronto General Trusts Corporation "In Trust" Filing 15811-X C.T.No. .....

Property:

Property Address ..... Mun. Maple Ridge

Legal Description Lots 1 and 2 of N. W. ¼ of Sec. 28, Tp. 12, Map 2409

..... L.R.O. 63333-C

Nature of interest "In Trust"

Particulars of Encumbrance:

Date 5th January 1929

Parties to document:

Name The Toronto General Trusts Corporation "In Trust" Vendor

Address Cor. Seymour and Pender Street, Vancouver, B. C.

Name Yosemoto Matsumoto ✓ Purchaser

Address .....

Principal Amount $300.00

Terms of Payment $100.00 cash, balnce: $50.00 on 5th July 1929, $50.00 on 5th January 1930, $50.00 on 5th July 1930, $50.00 on 5th January 1931 Rate of Interest ...8%

Arrears, if any: Principal $101.62 Interest paid to January 1st, 1942.

Balance owing as at this date $101.62

Standing of Taxes: Arrears ..... Current Lot 1 - $3.71 Lot 2 - 9.14 $12.85 to 31/12/42

Insurance:

(1) Agent ..... Company .....

Policy No. .....Amt. ..... Prem ..... Exp.Date .....

(2) Agent ..... Company .....

Policy No. ..... Amt ..... Prem .....Exp.Date .....

Nature, particulars and whereabouts of unregistered documents, if any: .....

.....

.....

Dated at Vancouver, B.C. this 29th day of September, A.D.1942.

THE TORONTO GENERAL TRUSTS CORPORATION
VANCOUVER BRANCH

CERTIFIED CORRECT:

K. C. MORRIS
MANAGER MORTGAGE DEPT.

(Signature)

We understand Yoshimatsu Matsumoto and Yosemoto Matsumoto are one and the same person.

Extract from Lease.

Lease No. 182

File No. 5402

Lessor: The Secretary of State. (Yosemoto MATSUMOTO)

Lessee: Harry Charles Legge

Date: February 9, 1943.

Term: Eight months from the 1st day of January 1943 - August 31st, 1943.

Consideration: $25.00 on the first day of July, 1943.

Property:

Land: Lots 1 & 2 of N.W.¼ of Section 28, Township 12 according to a registered map or plan numbered 2409. Certificate of Title No. 89729 E. Also known as 290 - 14th Avenue.

Buildings: Not included

Chattels: No chattels

Lease handed S.S.B. August 9, 1943.

Extract from Lease.

File #5402.

Lessor: Yoshimatsu MATSUMOTO.

Lessee: H. C. LEGGE.

Date: 20th April, 1942.

Term: Up to end 1942, with option to renew lease for 1943.

Consideration: On fifty-fifty basis, crop to be handled by Maple Ridge Co-op. On extension of lease rental to be current year's taxes.

Property:

Land: Tp.12, Subdivision 1 & 2, N.W.¼, Section 28,

House: Not included.

Chattels: Not included.



15089

S.C.L.S.
$2.60

IN THE SUPREME COURT OF BRITISH COLUMBIA

IN PROBATE

Vancouver Registry.

Estate sworn under.....$79,832.29
Probate Duty.....$ Nil
Succession Duty.....$643.63

BE IT KNOWN that on the nineteenth day of March, in the year of our Lord one thousand nine hundred and thirty, the last Will and Testament (a copy whereof is hereunto annexed) of FRANK BURNETT, Senior, late of the City of Vancouver, Province of British Columbia, deceased, who died at the said City of Vancouver on or about the 20th day of February, 1930, was exhibited, read, and proved, before a Judge of the Supreme Court of British Columbia, and administration of all the estate which by law devolves to and vests in the personal representative of the said deceased was granted to THE TORONTO GENERAL TRUSTS CORPORATION of the City of Vancouver, aforesaid, the sole Executor in the said Will named.

GIVEN under the Seal of the said Court, this 8th day of May, A.D. 1930.

6pd
C.S.D.

VANCOUVER
MAY 8 1930
REGISTRY

"H. BROWN"
DEPUTY DISTRICT REGISTRAR.

SEAL
S.C.B.C.



Extracted by ARTHUR COBURN, ESQ.
Solicitor.

CERTIFIED A TRUE COPY

~~Deputy~~ District Registrar

THIS IS THE LAST WILL AND TESTAMENT of me, FRANK BURNETT, Senior, of the City of Vancouver, in the Province of British Columbia, Retired Broker, made this 20th day of November, Nineteen Hundred and Twenty-eight.

I HEREBY REVOKE all former Wills and Testamentary dispositions by me at any time heretofore made and declare this only to be and to contain my last Will and Testament.

I WILL that my Executor and Trustee hereinafter named, pay all my just debts, funeral and testamentary expenses, (such funeral expenses not to exceed One Hundred and Fifty Dollars) and the cost of proving this Will as soon after my decease as possible.

I WILL all my real and personal Estate of whatsoever nature and description and wheresoever situate unto my Executor and Trustee, its successors and assigns, in trust for the following purposes:-

To sell and convert into money all my Estate, both real and personal, except such as is hereinafter specifically devised or bequeathed or otherwise ordered to be dealt with, and as regards moneys accruing due by virtue of mortgages and agreements of sale not until after the due dates when such moneys are due and payable, and out of the proceeds of such sale or sales.

FIRST. To set aside the sum of Two Hundred Dollars ($200.00) which sum is to be invested in the name of my Executor and Trustee in Dominion of Canada Bonds, and the income thereof to be applied for the perpetual care of the family plot in Mountain View Cemetery where my late wife is buried.

SECONDLY. And to invest the balance of the said sum or sums of money received from the sale of my real and personal property in the name of my said Executor and Trustee in Bonds of the Dominion of Canada or of its several Provinces, and the income arising therefrom to pay as follows:-

(a) To pay the taxes and water rates on Lot One (1) Block One Hundred and Forty-three (143) District Lot Five Hundred and Forty (540) City of Vancouver, in the Province of British Columbia, belonging to the Estate of my deceased wife, Henriette C. Burnett, so long as the same shall remain unsold, also on any other property belonging to my Estate until same is sold.

(b) To pay to my wife, Annie M. Burnett (late Annie M. Axford) Two Thousand Dollars ($2,000.00) per annum during her lifetime in quarterly instalments.

(c) And out of the residue of income to pay to my daughter Nina Potts, and her two children, Mary Blakemore and Josephine Blakemore, Six Hundred and Fifty-Six Dollars ($656.00) yearly in equal shares during the lifetime of my daughter, Nina Potts, and in the event of her death taking place before that of her brother, Frank, and of his wife, Annie Josephine Burnett, or if the latter remarries, my daughter

Deceased May 9 1938 Registry

(Seal B)

VANCOUVER REGISTRY SEP 2 1942

Nina Potts' share of this yearly income of Six Hundred and Fifty-six Dollars ($656.00) shall be continued and paid to her children, Mary Blakemore and Josephine Blakemore, in equal shares, until the death of my wife Annie M. Burnett, and of my son, Frank, and of his wife Annie Josephine Burnett, or if she remarries, and in the event of such deaths or remarriage taking place before the year A.D. 1940, such bequest of yearly income shall still be continued and paid to her children, Mary Blakemore and Josephine Blakemore, until the year A.D. 1940.

4thly. To divide the balance of said income from my Estate as follows:- One half of said balance to my son, Frank Burnett, one-quarter to my said daughter, Nina Potts, and one-eighth each to my said grand-daughters, Mary Blakemore and Josephine Blakemore, daughters of my daughter, Nina Potts, during the lifetime of my said wife, Annie M. Burnett, and my son, Frank Burnett, and my daughter Nina Potts.

In the event of the death of my said son, Frank Burnett, before that of my said wife, Annie M. Burnett, and of my daughter, Nina Potts, then the share of balance of income so bequeathed to him shall be paid to his wife, Annie Josephine Burnett, during her lifetime unless she remarries, and in that event, that is, if she remarries, or if she dies before my said wife, Annie M. Burnett, and my daughter, Nina Potts, then the said share of balance of income so willed to my son, Frank Burnett, shall be paid to his children in equal shares, until the death of my said wife Annie M. Burnett, and my daughter, Nina Potts: and in the event of the death of my said daughter, Nina Potts before that of my wife, Annie M. Burnett, and of her brother Frank Burnett, and of his wife, Annie Josephine Burnett (or if she, the latter, remarries) then the said share of balance of income so bequeathed to her shall be paid to her children, Mary Blakemore and Josephine Blakemore, in equal shares until the death of my said wife Annie M. Burnett, and of my son, Frank Burnett, and of his wife, Annie Josephine Burnett, or if she remarries.

In the event of the death of my said wife Annie M. Burnett, and of my son Frank Burnett, and of his wife Annie Josephine Burnett, (or if she remarries) and of my said daughter Nina Potts, before A. D. 1940, then the balance of said income so willed to my son Frank Burnett, and my daughter Nina Potts shall be continued and paid to my said grand-children as follows:-

My son Frank's half share to his children in equal shares, and my daughter [illegible] one-quarter share to her children, Mary Blakemore and Josephine Blakemore, in equal shares until the year A. D. 1940.

Upon the death of my said wife Annie M. Burnett, her herein bequeathed income shall be devided as follows:- One-half to my said son Frank Burnett during his lifetime, or if he be deceased, to his wife, Annie Josephine Burnett, if

Received May 8 1930 Registry

(Seal B).

VANCOUVER REGISTRY SEP 21 1942

she be alive and not remarried, during her lifetime, then upon his and her decease (or her remarriage) to his children, share and share alike, one-quarter to my daughter, Nina Potts, during her lifetime, and upon her decease, or if she be deceased, to her children Mary Blakemore and Josephine Blakemore, in equal shares, and the balance, namely one-quarter to the said Mary Blakemore and Josephine Blakemore, share and share alike, until the division of my estate as hereinafter provided.

After the death of my said wife Annie M. Burnett, and of my said son Frank Burnett, and of his wife, Annie Josephine Burnett, or if she remarries, and of my daughter Nina Potts, then I will that my Executor and Trustee named hereinafter shall, but not before the year A.D. 1940.

16th. Pay to Mary Blakemore and Josephine Blakemore, the children of my said daughter Nina Potts, the sum of Thirteen Thousand, one hundred and twentyfour dollars ($13,124.00) in equal shares.

17th. Divide the balance of my estate as follows:- One-half in equal shares amongst the children of my said Son, Frank Burnett, and the remaining half between Mary Blakemore and Josephine Blakemore, daughters of my said daughter Nina Potts share and share alike, which said shares shall be payable by my Executor and Trustee, however, not before the year A.D. 1940, as before provided, providing that if any of my said grand-children shall die, leaving a child or children, then such child or children shall inherit the portion or share of income or principal which but for such death would have been the parent's portion.

I WILL AND DEVISE unto my daughter Nina Potts in trust for my grand-daughters Mary Blakemore and Josephine Blakemore, all my furniture, pictures, books, silver and plated ware, bric-a-brac and ornaments contained in the dwelling on Lot One (1) Block One Hundred and Fortythree (143) District Lot Five Hundred and Forty (540) Municipality of Point Grey, as well as any curios contained in such dwelling. Provided that my wife Annie M. Burnett, shall during her lifetime have the use of such of the said furniture, pictures, silver and plated ware, brick-a-brac and ornaments that she may elect.

Received May 8 1940 Registry

AND FURTHER PROVIDED, however that such furniture, pictures, books, silver and plated ware, bric-a-brac and ornaments shall remain in the possession of my daughter, Nina Potts, and my wife, Annie M. Burnett, as the case may be during their respective lifetimes.

(Seal).

VANCOUVER REGISTRY

AND I HEREBY NOMINATE CONSTITUTE AND APPOINT THE TORONTO GENERAL TRUSTS CORPORATION to be the sole Executor and Trustee of this my last Will and Testament (except as regards my furniture, books etc) as well as of that of the Estate of my deceased wife, Henrietta Clarinda Burnett, of which I am the sole

Executor.

IN WITNESS WHEREOF I have hereunto set my hand the day and year first above written.

SIGNED PUBLISHED AND DECLARED by the said Frank Burnett, Sr. the Testator, as and for his Last Will and Testament, in the presence of us, the both present together at the same time, in his presence, at his request, and in the presence of each other, hereunto subscribed our names as witnesses.

FRANK BURNETT Senior

Alice Klock Cooke
376-18th Ave. West,
Vancouver, B. C.
Accountant.

Zina Cooke,
376 -18th Ave.W.
Vancouver, B. C.
Stenographer

Vancouver
May 8 1930
Registry

(Sal B)

VANCOUVER
SEP 21 1942
REGISTRY

Agreement For Sale of Timber

This Agreement entered into this 13th Day of April 1942. between:

Edward Shoesmith, Logger R.R. No 1, Haney B.C.
PURCHASER

and

Y. Matsumoto, Japanese Farmer, 14 Ave. Haney B.C.
SELLER

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
DEC 12 1942

The Purchaser Ed. Shoesmith agrees to buy all the Merchantable Timber Lying, Being or growing upon Lots 1 & 2 of N.W. ¼ of Sec. 28 Township 12. Map 2409 N.W. District, for the sum of Ninety Dollars ($90.00) now paid to Seller.

The Seller, Y. Matsumoto, agrees to sell all this Timber so located and states he has full title to said land and Timber and can so dispose of same. He also acknowledge having received the sum of Ninety Dollars $90.00 herewith and will give Ed. Shoesmith right to enter this land and to log and allow him Twelve (12) months within which to ~~receive~~ remove the timber.

No damages shall be assessed the Purchaser for his carrying out his Logging Operations unless ~~done~~ due negligence and carelessness can be shown

E. Shoesmith - Purchaser
Y. Matsumoto - Seller
H.C. Legge - Witness

C

O

P

Y

AGREEMENT OF LEASE

I, Y. Matsumoto, agree to lease my land and 1942 berry crop, situated at Township 12, Sub-division 1 and 2, N. W. 1/4, Section 28, to H. C. Legge of Haney, B. C.

CONDITIONS

The entire crop, as well as labor, fertilizer, crates and cartage for 1942 to be shared equally between the Owner and Lessee. The crop to be handled by Maple Ridge Co-op.

And the said Maple Ridge Co-op to forward to the Owner his share unless advised otherwise by him. The other half share to be paid to H. C. Legge of Haney.

The said H. C. Legge shall have the option of operating farm for 1943 at his own expense, in consideration of paying current year's taxes.

Declared before me this
20th day of April,
1942, at Haney, in the
Province of British Columbia.

(Signed)- Y. Matsumato

(Signed)- H. C. Legge

(Signed)- Robt. Huston

Witness.

Lease 82 File 5402

OFFER TO LEASE JAPANESE PROPERTY.

File No. JL-284 Place R.R.#1, Haney, B.C.

Date August 1942.

Custodian of Enemy Property,
Vancouver, B.C.

Re: Yosemoto MATSUMOTO Property.

Lots 1 & 2, N.W.28, Tp.12, Map 2409.

I hereby offer to lease the above described property on the following basis:

Term: From ~~September 1st~~ April 1st 1942 to September 1st or August 31st 1943.

Cash Rental: $ 25.00 per year to be paid as follows:

July 1st, 1943.

Lease to include all land: ~~except~~

Other special conditions (if any):

The following taxes will be payable by me: Nil

Land & School Taxes: Irrigation Taxes:
Dyking or Drainage Taxes: " Tolls:
Domestic Water Rates:
(strike out those that do not apply)

Provided Further that if at any time during the term the hostilities in which His Majesty is presently engaged shall have ceased the Lessor may terminate this lease by giving the Lessee one(1) month's notice in writing to vacate the premises, and such notice having been given this lease shall terminate at the end of the said month notwithstanding that it may not be at the end of the current year of the tenancy.

Full Name: H.C. Legge

Address: R.R.1, Haney, B.C.

(Harry Chas. Legge)

I recommend that Lease on the above terms be approved.

Field Supervisor,
Soldier Settlement of Canada.

240-14"/B12".

Haney B. C.
Dec. 10 - 42.

Office of Custodian
Vancouver B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
DEC 14 1942

R. Y. Matsumoto 1402

Dear Sir.

Your letter of Dec. 1st. re[illegible] my lease on above property. If you need the lease you will note that the Maple Ridge Co. Op. was to handle all monies unless advised otherwise by T. Matsumoto, this has been done by the Maple Ridge Co. Op. If any further information is needed they can supply statements in full.

Please find enclosed wage slips for pickers & Tally off the crop. This is to cover cheques drawn by me on June 25-42 for $50.00 and one for July 30-42 for 25.00

The taxes for 1942 have been paid. T. Matsumoto sent me $18.85 and asked me to pay the other before interest was applied. This I did. So therefore T. Matsumoto owes me $6.42 for taxes. I do not owe him anything to pay the taxes, as anything that was drawn from the Co. Op. such as June 25th 1 Tin Tag. Totem 70. and on July 28th 2 rolls of Tar Paper. 2.50. ½ of which the

charge to J. Matsumoto can be covered by the P.O. 42.

If you have trouble in understanding the letter send one of your representatives up. as they are staying right here at Maple Ridge Park

Yours Truly

H C Leffs

Richardson Cranford Alta.
% Mr. El. Owens

Dec. 12th 1942

Department of the secretary of state
office of the custodian
Japanese section

att: Anderson

RECEIVED
DEC 16 1942

Dear Sir

In regard to your letter recieved on December 11th File No. 5402. in Statement that the title of the property declared to your office, registered in the name of Toronto General Trust Corporation with an agreement for sale and purchase to Yoemoto Matsumoto

The name Yoemoto Matsumoto has been a mistake, when writing, as it should being, Yoshimatsu Matsumoto. When the said firm in this letter, sold the property to me, the name Yoemoto was misunderstood for Yoshimatsu. I have been getting all my letters from the said firm by that name.

I did not bother to have it changed and have let it by. I wish to acknowledge to say, I Yoshimatsu Matsumoto the purchaser of this said property

Yours Truly

Yoshimatsu Matsumoto

Matsumoto.

MATSUMOTO, Yoshimatsu
File 5402 Reg. 14006
Assigned Lethbridge

Cranford Alta.
April 30 43

EVACUATION SECTION
Rec'd MAY 8 1943
File No.
Ans. To Anderson
Referred

Dear Sir; 5402

We have received 4 of our War Saving Certificates enclosed in your letter on April 26th. We wanted as possible to keep them till the very last the certificates you forwarded to us, so instead of the War Saving Certificates we shall now forward you in postal note the sum of $20.00 twenty dollars for the present. Remaining balance we shall pay after the Beets harvest.

In statement we received from H. C. Legge regard in last years crop, we share was amounting to $138.19. Magrath Ridge Co-op. handed us in Cheque the sum of $11.10 and $17.10 Total $28.20.

June 10 $20.63 - This shows there should be more
20 $17.10 + than $49.45 in it.
30 $11.00 + H. C. Legge also stated he wrote the
30 $49.24 - letter to the Custodian, that the
July 31. $8.33 - task is all paid up and into
Oct. 16. $27.39 - O.K. now
Correction $4.50 - C. Bal 54.57

$138.19

" - 110.09 left.

Yours Truly,
Registration No. Y. Matsumoto.
14006

5402

May 19th, 1943.

Mr. Yoshimatsu MATSUMOTO,
Registration #14006,
c/o Mr. Ed Owens,
Cranford, Alberta.

Dear Sir:

In reply to your letter of May 8th, we wish to acknowledge receipt of your $20.00 and wish to advise that we have paid this amount plus the balance held to your credit here against your liability with the Toronto General Trusts Corporation, making a total payment to them of $54.57.

Referring to the statement of operations on your property last year, the figures shown in your letter are correct all but 1¢ and the following is how this amount was distributed by the Maple Ridge Co-operative:

Total receipts		$138.18
Cheque to yourself, July 8th	$ 9.69 ✓	
" " " August 7th	11.00 ✓	
Held by Maple Ridge Co-op. for acct. to them	28.04	
Received by Custodian Office	89.45	
	$138.18	$138.18

We trust you will find this correct.

The following is a statement of your account with this office:

By	Maple Ridge Co-op. agreement with H. C. Legge		$ 89.45
"	Y. Matsumoto		20.00
To	Canadian Indemnity Company	$ 46.32 ✓	
"	Toronto General Trusts Corp. Feb. 23rd	8.56 ✓	
"	" " " May 17th	54.57 ✓	
		$109.45	$109.45

To Balance at credit - Nil.

Your property is again under lease to Mr. Legge for the sum of $25.00, payable July 1st and from this sum the taxes will be paid. We trust you will find this satisfactory.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

5402

July 16, 1943.

Mr. Yoshimatsu MATSUMOTO,
Registration No. 14006,
c/o Mr. Ed. Owens,
Cranford, Alta.

Dear Sir:

Re: Fire Insurance

With reference to property being purchased by yourself under Agreement for Sale and described as Lots 1 & 2 of the N.W.¼ of Sec.28, Twp.12, known as 290 14th Avenue, in the Municipality of Maple Ridge.

The buildings on this property including a small Dwelling, three Packing-Sheds, Garage and a couple of other small Buildings, apparently are not covered with Fire Insurance according to the information supplied by yourself on file with this office.

At the time of your evacuation you arranged to lease this property to Mr. H. C. Legge. As far as I can tell, you made no arrangement with him in connection with carrying Fire Insurance.

I wish now to be advised as to whether or not you wish us to place a policy to cover the buildings on your property, and if you do, please indicate the amounts that you wish carried on each building. If you do not wish insurance please advise us.

When making your decision about carrying insurance or otherwise, you might bear in mind that according to terms in the Agreement for Sale under which you are purchasing this property, you are required to carry Fire Insurance. This requirement apparently has been ignored to date. Please let us have your reply without delay.

Yours truly,

S. M. Gibson
Insurance Department

SMG:JS

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6181
PLEASE REFER TO
FILE No. 5402

EVACUATION SECTION
Rec'd JAN 31 1944
File No. 5402
Ans.
Referred

January 20th, 1944.

Registered A/R

Mr. Yoshimatsu MATSUMOTO,
Registration No. 14006,
c/o Ed. Owens,
Cranford, Alta.

Dear Sir:

RE: Lots 1 & 2 of N.W. ¼, Sec. 28,
Tp. 12, Map 2409.

The Toronto General Trusts Corporation, Vendor, has filed with us a statement dated 29th September, 1942, showing that you are indebted to them in the sum of $101.62 and Interest, being balance of Purchase Price. Details as follows:

Balance of Principal $101.62
Interest @ 8% paid to
1st January, 1942....$

Will you be good enough to confirm this by signing the duplicate of this letter and return the copy you sign at once to this office using the stamped, addressed envelope enclosed herewith.

If any differences exist, please let us have full particulars.

Failing to hear from you by return of amil we will have no alternative but to decide that the claim is correct.

Yours truly,

Ian Macpherson
Title Examiner

IM:ML
Encls.

Approved Correct:_____
(Japanese Name)

Department of the Secretary
Office of the Comptroller

REGINA SECTION
Rec'd JAN 31 1944
File No.
Ans.
Referred

Jan. 27th/1944.
Crawford, Alta

Dear Sir.

I wish to say that the Rigestered letter recieved from you is not Correct, as the Toronto General Trust Corporation. Calgary. has shown you, the statement dated 29th September 1942. That I am indebt of $101.62 and intered. Interest 8% paid to 1st January, 1942.

Since then I have paid the interest covering 1st January. 1943. of $8.56! from the Sum of $46.45 you have recieved from H. G. Lapp the tenant of my property. And from that you have paid the Sum of $46.32 to the Canadian Indemnity Co. in full settlement of the B.L. Electric, Claim againt me. Therfore the Sum of $34.57 balance at Credit in my favour.

On May 10th 1943, I have sent to your office $20.00 to be paid to the Toronto General Trust Corp. On May 17th 1943 I recieved a letter from you, Saying that you have paid this $20.00 I sent to your office and That credit balance of $34.57 totaling the Sum of $54.57 has been Paid.

For the year 1943. You have leased the property to Mr. H. C. Legge for the sum of $25.00 payable July 1st. And from this sum, the tax was to be paid. The tax on my property is $12.86 per year. Therefore a balance credit of 12.14 should remain.

After I have figured up the amount paid to the Toronto General Trust Corporation there isn't very much more to be paid to this firm.

I wish to say that all my figures are right.

Yours truly.

Yoshimatsu

Nakamoto

5402

February 17th, 1944.

The Toronto General Trusts Corp.,
590 West Pender Street,
Vancouver, B. C.

Dear Sirs:

RE: Lots 1 & 2 of the N.W. ¼ of Sec. 28,
Tp. 12, Map 2409, Municipality of
Maple Ridge, N.W.D.

Land Registry Office records show that your Company is the holder of an Agreement of Sale covering the above described property, dated 5th of February, 1929, from James Joseph Mulhall to Yosemoto MATSUMOTO. The sale of this parcel of land is being negotiated, and we desire to ascertain from you the amount of the unpaid balance of Purchase Price and also the interest that will be due on the 29th of the present month. If you have made any payments of taxes or insurance to protect your interest, will you kindly quote same on your statement.

Yours truly,

Ian Macpherson
Title Examiner

IM:ML

THE · TORONTO · GENERAL · TRUSTS · CORPORATION

S/E CORNER PENDER & SEYMOUR STS.

VANCOUVER, CANADA

TORONTO
MONTREAL
OTTAWA
WINNIPEG
SASKATOON
VANCOUVER
REGINA
CALGARY
WINDSOR

CABLE ADDRESS
"TRUSTS"

February 21st, 1944

EVACUATION SECTION
Rec'd FEB 22 1944
File No. 5402
Ans.
Referred Macpherson

E. S. Macpherson, Esq.,
Title Examiner,
Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Hastings & Granville St.,
Vancouver, B. C.

Dear Mr. Macpherson:

Your Ref.No. 5402
Re: Loan B-443 - Lots 1 and 2 of the NW¼ of Sec. 28, Tp. 12, Map 2409, Municipality of Maple Ridge.

MR. 5221

Adverting to your communication of the 17th instant, we wish to state that according to our records, there is a balance due on the above Agreement of $58.26 as follows:

Principal	$50.15	
Interest to February 29th, 1944	3.11	
Fee for Deed	5.00	$58.26

If there is any additional information you may require, we shall only be pleased to forward it to you.

Yours truly,

KRIS C. MORRIS,
Manager, Mortgage Department.

KCM/MC

59.00 54.00 5.00

50.15
3.85 to May 1st
5.00
59.00

April 10th 44.

The Custodians Office.
Department of the Secretary of State.
Of Canada,
Vancouver, B.C.

EVACUATION SECTION
Rec'd APR 13 1944
File No. 8402
Ans.
Referred

Dear Sir;

As we haven't much balance left to the credit now we would like to paid the rest of the amount to the Toronto General Corp. so would you please kindly check this receipt and see how much is left as the payment to the Toronto General Corp, which I am sending you the receipt with this letter.

The Principal being 131.62.
Payments to the Toronto General Corp. 3.50 and on Feb. 23rd 1943 to the Toronto General Corp 3.56 and 54.57 on May 17th. Last Year Tax was 25.00 as I guess some of the money is left to you and by the way we still haven't received the credit of 5.00 from the B.C. Electric as we didn't finish paying to the B.C. Electric but now we have so please get the amount of 5.00 from them.

4. Matsumoto.

EVACUATION SECTION
Rec'd SEP 14 1944
File No. 5402
Ans.
Referred Ardagh

The Custodian of Enemy Property
506 Royal Bank Bldg
Vancouver, B.C.

Sept. 11th 1944
Cranford Alta.

Dear Sir,

Received your letter July 20th 1944 and found that you have a form in it for the sale of my property, for a Sum of $411.00

I regret to say that the house itself is worth more than the property sold as you have priced.

The property I first bought it was a regular forest and I have work, breaking my back to break the land as much as I have now cleared by blasting stumps, hauling rocks along the fence as you will see it.

It may be easy for some people who never realizes the work and labour put on it to sell it at the price you have, as said in the form for $411.00.

Fifteen years ago or more the price of the property was $300 as you know. Interest of $.50 prayer. The house alone cost me over $500.00 to build. So you see I do not even get enough for my labour and pay for the house for the price you have said sold for.

I wish to get at least $1000.00 for this property, Unless some arrangement can be made.

Yours truly
Jas. Matsumoto

The Custodian's Office
Vancouver,B.C.

EVACUATION SECTION
Rec'd MAR 18 1946
File No. 5402
Ans.
Referred Anderson

Cranford,Alberta.
March,14,1946.

Dear Sir;

In the New Canadian's paper Mr.Y.Yamaga,had a Advertisment that the Maple Ridge Co-operative Produce Exchange,has been sold.
Wehad 60 shares in the Co-oP;Theshares numbers are,

No.735,-14 shares
No.632,-16 "
No.537,-10 "
No.502,-10 "

would you kindly send me the cheque for amount of what my shares are.

Yours truly,
Y. Matsumoto

Register,
No.14006

5402

14th May, 1949.

Mr. Yoshimatsu MATSUMOTO,
Regn. No. 14006,
Cranford, Alberta.

Dear Sir:

There is an account in the Japan & Canada Trust Savings Co. in the name of "Y. MATSUMOTO", and we should be obliged if you would kindly advise us whether or not you ever had an account in this Bank, and if so, forward your pass book to this office or give us all the information you can regarding the account.

Yours truly,

Office of the Custodian.

HA

1923 5/199.83

Files 4946 & 782
9393 enclosed herein

EVACUATION SECTION
Rec'd JUN 1 1949
File No. 5402
Ans.
Referred Allan

The Custodian Offic
Vancouver. B.C.

Cooldale Alta.
May. 30th 1949.

Dear Sir,

In refer to your letter which I received May 21st, in regards to the account in Japan Canada Trust Co., in name of Y. Matsumoto.

About 15 or 16 years ago I have gave money to Mr. N. Furukawa, living with me at the time, to be put in that Bank, as it has been so long ago I just can't recall the amount I gave him, but I think around $120.00.

He have never told me whether he put it in my name or his, and I did not ask at the time. He passed away few years after wards, and I did not get the pass book from him. Only information I have is what I have written in this letter.

Yours truly,
Yoshiendo Matsumoto
Reg. No. 14006.
File No. 5402.

P.S.
I have now moved to new Address.
% General Delivery
Cooldale. Alta.

6/49 83
Last transaction 30/11/40
This was only an interest entry

5402

1st June, 1949.

Mr. Yoshimatsu MATSUMOTO,
Regn. No. 14006,
c/o General Delivery,
Coaldale, Alta.

Dear Sir:

Replying to your letter of the 30th May, would you please give us all particulars of Mr. N. FURUKAWA. His full name, his address at time of death, occupation, and the date when he died?

Is it possible that Mr. Furukawa was paying money into your account or making withdrawals before he died?

Yours truly,

Office of the Custodian.

HA

EVACUATION SECTION
Rec'd JUN 25 1949
File No. 5402
Ans.
Referred allan

The Custodian Office
Vancouver, B.C.

Y/Der. Det.
Coaldale Alberta
June 22nd 1949.

Dear Sir,

Replying to your letter received on June 14th, for all particulars of Mr. T. Tsukamoto. His full name was Naokichi Tsukamoto Haney, B.C. Occupation - Farmer. Passed away about 13 or 14 years ago. I cannot tell you exact date nor the year as we have no record of the exact time of death.

As he did not mention anything to me about withdrawals or paying any into the account, since the first time he put money in my account, I have said in the first letter that it was about 15 years ago when he paid into the Bank, but after I thought it over, it is about 19 years ago.

Yours truly
Y. Matsumoto
File No. 5402
Regn. No. 14006

5402

25th June, 1949.

Mr. Toshimatsu MATSUMOTO,
Regn. No. 14006,
c/o General Delivery,
Coaldale, Alta.

Dear Sir:

We acknowledge receipt of your letter of the 22nd, and for information given. However, this is not sufficient to identify the account. Would you please advise us where you were residing at the time the deposit was made for you by Mr. Furukawa, and also where you have lived in British Columbia besides Haney.

Yours truly,

Office of the Custodian.

HA

EVACUATION SECTION
Rec'd JUL 12 1949
File No. 5402
Ans.
Referred Allan

Office of the Custodian
Vancouver B.C.

Y. Matsumoto
General Delivery
Coaldale, Alta.
July 6th 1949.

Dear Sir,

Received your letter June 25th You wished to know when I was residing at the time of deposit. I was residing in Honey, B.C. at the time of deposit and have lived there till time of Evacuation.

Yours truly
Y. Matsumoto
Regn. No. 14006
File No. 5402

5402

12th July, 1949.

Mr. Toshimatsu MATSUMOTO,
Regn. No. 14006,
c/o General Delivery,
Coaldale, Alta.

Dear Sir:

We wish to acknowledge receipt of your letter of the 6th July, and note you had been living in Haney at the time of depositing in the Japan & Canada Trust Savings Co. We are, therefore, of the opinion that the account to which we referred does not belong to you as the address of "Y. MATSUMOTO" was not Haney or vicinity.

Yours truly,

Office of the Custodian.

HA

EVACUATION SECTION
Rec'd JUL 21 1949
File No.
Ans.
Registered Attn

The Custodian Effie
Vancouver, B.C.

Coaldale, Alta.
July 19th 1949

Dear Sir,

Received your letter Friday July 22nd
And you have said at the time of deposit
the addres J. Matsumoto was not Honey.
The money I gave to Mr. Furukawa
to get it deposited, he went to Vancouver
to deposit it and he may of put address
Vancouver. As Mr. Furukawa was going
to Steveston to fish at that time, he took
the money to deposit for me. So he could of
addressed it Steveston too. When he returned
he said he deposited the money. Mr. Furukawa
used to go to Steveston for fishing every season
then come to his farm at Winter till Spring
The amount I gave him was around 500.00
in Japanese currency at that time.

Yours truly
J. Matsumoto
Reg No. 14006
File No. 5402

5402

24th August, 1949.

Mr. Yoshimatsu MATSUMOTO,
Regn. No. 14006,
c/o General Delivery,
Coaldale, Alta.

Dear Sir:

We regret that we are unable to identify the account in the Japan & Canada Trust Savings Co. as yours.

The address given on the ledger for "Mr. Y. Matsumoto" is Britannia Beach, B.C., and this account therefore, would not appear to belong to you.

Yours truly,

Office of the Custodian.

HA

P. O. Box 357,
Coaldale, Alta.
March 29, 1951.

The Department of the Secretary of State
Office of the Custodian
606 Royal Bank Bldg.
Hastings and Granville
Vancouver, B.C.

RECEIVED ON DEPT. OF
MAR 31 1951
5402
Ottawa

Dear Sir,

I have received no information about hearing over the claim of the property at the time they were calling out, which were held in Community Hall in Lethbridge. I was unable to attend cause of not feeling well and of old and feeble.
My son went at the very last day hearing over the claim of the property, but was said to be too late in going, so come back without questioning it.
I resided in a suburban district of Coaldale, but of hearing they got all the payment over the indemnity of property last year. It may be too late now but as I worked hard toiling this land I wish to advice you that I asked for the payment over the indemnity of this said property.

Sec V (a) S. 41 (1)
S.O. & 32 (1)

No Claim.

Yours truly,
[illegible] Mike Matsumoto
Registeration No. 14006.
Coaldale, Alta.

506 Royal Bank Bldg.,
Vancouver, B. C.
April 17th, 1951.

5402

K. W. Wright, Esq., K.C.,
Chief Counsel,
Office of the Custodian,
Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

Dear Mr. Wright:

For your information I am enclosing copy of a letter received in regard to filing a claim at the present time, also copy of my reply.

The property in question was sold to the V.L.A. for $411.00, and had a claim been filed the award would likely have been on the basis of 80%, viz., $328.00.

Yours very truly,

F. G. Sheare,
Director.

FGS/js
2 encls.

5402

April 17th, 1951.

Mr. Yoshimatsu MATSUMOTO,
P. O. Box 357,
Coaldale, Alberta.

Dear Sir:

We received your letter of March 29th. In reply we can only say that we are not aware of any possibility of your claim being considered at this time.

The extended date for filing claims was the 15th of January, 1948. The Commission Hearings lasted over two years and if you had made any special request during that time it is possible that your case would have been dealt with. The Commissioner, however, made his final report and recommendations over a year ago and while there have been some applications similar to your own which have been referred to Ottawa no way has been provided for dealing with them.

Yours truly,

F. G. Sheare,
Director.

FGS/js

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

ADDRESS ALL COMMUNICATIONS TO THE CUSTODIAN'S OFFICE

PLEASE REFER TO

FILE No.....

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

April 20th, 1951.

Rec'd Apr 23/51
File No.
Ans.
Referred J. G. L.

F. G. Shears, Esq.,
Director,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Mr. Shears:

Re: Yoshimatsu Matsumoto
Your File 5402.

I have for acknowledgment your communication of the 17th instant, with enclosure as stated.

Your co-operation herein is appreciated.

Yours very truly,

K. W. Wright,
Chief Counsel.

KWW/G