

905'3

FRASER VALLEY

FORM "JP"

COGHLIN
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. 9053

EXHIBIT NO. 1091-8
DATE Dec 5 1946
FILLED BY

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: MASUHARA, Akiyasu
HOME ADDRESS: R.R. No. 1, Milner, B. C.
REGISTRATION NUMBER 01203 SEX: Male AGE: 23
OCCUPATION: Store-keeper - myself

(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: ---

MARRIED? No

NAME OF WIFE OR HUSBAND: ---

ADDRESS OF WIFE OR HUSBAND: ---

NAMES OF ANY LIVING CHILDREN: ---

ADDRESS OF CHILDREN: ---

AGE OF CHILDREN: ---

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

1. LOCATION AND DESCRIPTION: 93 acres of land at MacKinnon Rd., Ft. Langley, B. C. (R.R. #1, Milner, B. C.) Title (not here) #145737E
acre lot "C", twp. 11, sketch 8101 and all of lot "C", twp 11 SW of old
(is going to sell this land). (Wagon Rd., 93 acres, sketch 2735.
3798 E. Hastings, Vancouver, B. C. 1 city lot--Municipality of Burnaby.

2. BUILDINGS AND OTHER IMPROVEMENTS: 4 roomed wooden frame bungalow,
at Fort Langley, B. C. Confectionary Store, with living quarters
at 3798 E. Hastings Vancouver, B. C.

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

4. TAXES (Amount and where payable) \$47.00 to Corp. Langley, 1941 paid.
\$125.00 to Munc. Burnaby, 1941 paid.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) Selling land at Fort Langley, B. C.
to Lyle F. Cody, 3299 W. 4th Ave., Vancouver, B.C.
Confectionery Store at 3798 E. Hastings, rented to Phillips, now in
store, at \$35.00 per month. Rent paid to 18th May, 1942.

Land at Langley, Title in owner's possession

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. Land at Vane.: at home, Langley.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. none

9. IF FARM LAND STATE CROPS SOWN Uncultivated land.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION. Formerly living at Mackinnon Rd., Langley (Port)
B. C. In 4 roomed wooden frame dwelling house.

2. LANDLORD'S NAME AND ADDRESS. self

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID. none

4. STATE WHEREABOUTS OF LEASE. none

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)
(His family were living with him till time of departure.)

6. IF FARM LAND, PARTICULARS OF CROPS SOWN. none

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Recent furnishings for 4 roomed house.

at Langley

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

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) none
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) none
8. BANK ACCOUNTS: none
9. LIFE INSURANCE: none
10. INTEREST IN ANY ESTATES OR TRUSTS: none
11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: none
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 14th day of May 1942.

(Signature)

Akigawa Masuhara

W. J. Williams
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE June 3/43

Our File No. 9053

Full Name MASUHARA, Akiyasu (Mr.)
(Surname in Block Letters)

Registration No. 01203

Male - Female
(Check)

Age Oct. 9, 1919

Former Address 3798 Hastings St., City

R.R. Milner, B. C.

Date Evacuated May 28/42

Naturalized - Canadian-Born - National
(Check)

Present Address

Lillooet, B. C.

Dec./43

365 King Street West,
Toronto, ONTARIO.

Lumby, B. C. (Lettr. Jan. 2/46)

(R.C.M.P. Jan. 29/47)

Married - Single
(Check)

Name of Wife -

Name of Husband -

Name of Mother Kishi #01363

Name of Father Yohei #01664

Names of Children under 16

Requested by E. Burraston

Registered with Custodian (Yes or No)

Additional Information Storekeeper

RE - MASUHARA, AKIYASU,

3798 East Hastings Street, Vancouver, B. C., - 01203.

YOUR FILE NO. 9053.

1. With regard to the main issue at the moment, which is the matter of the amount of the monthly rental, I have definitely established that Masuhara rented the property to Mr. W. H. Phillips for an amount of \$25.00 a month, and not \$35.00 a month as stated in his Declaration. Mr. Phillips holds a receipt signed by Masuhara, which reads in part as follows:- "Received in full \$25.00 being rent from April 18, to May 18". This evidence, together with the information obtained by me from Mr. Phillips, confirms without doubt that that was the arrangement entered into.

2. Mr. Phillips has today tendered me \$50.00 covering two months' rent from May 18 to July 18, which I have deposited to the credit of Akiyasu Masuhara.

3. With regard to whether this rent is a fair one, I would state that in my opinion it very definitely is. Reference to my original report shows that the building is in the worst possible state of repair, apart from being about as poorly constructed as it could be. The plumbing arrangements are very bad and I would consider them unsanitary. The toilet facilities are located right in the kitchen without any partitioning therefrom. In addition I might state that the adjoining building, originally constructed for a branch office of a bank and of infinitely better construction, is rented for \$27.50 per month.

4. I am advised by Mr. Phillips that this evacuee had this property listed for sale, and that in this connection he had been in touch with Mr. F. G. Shears and made an offer to purchase the property for \$700.00. The only reply which he apparently has received in this connection was that your Office was contacting Masuhara in connection therewith. This offer is still open. Mr. Phillips states that if the offer is accepted he will have the building generally re-built. The offer, I understand, is all cash.

5. With regard to Mr. Phillips continuing occupancy of the property, he is prepared to do so on a month-to-month basis, but only on the rental basis agreed to by Masuhara, namely \$25.00 per month. If Masuhara does not wish to accept the offer of purchase, I recommend that the arrangement entered into between Masuhara and Mr. Phillips be approved and their occupancy be confirmed by your Office.

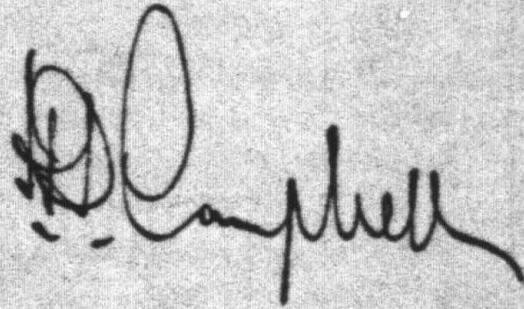
6. Mr. Phillips advises me that the roof is leaking rather badly and will have to be repaired and has asked me what arrangements can be made. I advised him that that was a matter which I would have to take up with your Office and suggested that, in the meantime, he obtain a price on the necessary repairs and that I would then enquire as to what, if any, action your Office was prepared to take in the matter.

7. Another point for future reference is that apparently

Re- Masuhara, Akiyasu.

there are no heating arrangements for the property at all, the only chimney being that situated directly above the cook stove in the kitchen in the rear.

I will appreciate your comments on the above information.



July 9, 1942.

EXHIBIT NO.

1091-9

DATE

Oct 5 1944

FILLED BY

K. A. Christie

224 Springer Ave,
Barnaby, B.C.

The Custodian,
675 W Hastings
Vancouver.

Rec'd	MAR 1 1944
File No.	9053
Ass.	
Referred	HARRIS.

Dear Sir:

Re: 3798 E Hastings St.

Cat. no. 453.

Lot 10 Blk 9 D L 116/186.

I hereby offer \$750.00
for the above property and enclose
my check for 10% — \$75.00

Yours truly,

Steve Korman

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

606-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

November 2, 1943.

Your File No. 9053

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	NOV 3 1943
File No.	9053
Ans.	<i>[Signature]</i>
Referred	<i>[Signature]</i>

Harrop

Attention Mr. P. Douet:

Dear Sirs:

Re- 3798 East Hastings Street,
A. MASUHARA
Catalogue No. 453.

Further to your letter of the 25th of October, I have not been contacted by Mr. McLean but I have had an interview with Mrs. Phillips and she advises me that the possible deal with Mr. McLean was called off as he has returned East.

However, she has decided to make an offer to purchase the property and has asked me to offer the Custodian the sum of \$800.00 cash for this property, which is listed in your catalogue as No. 453.

Will you be good enough to place this offer before the Disposal Committee for consideration and advise me as soon as possible of your decision in the matter.

Yours very truly,

H. D. CAMPBELL.

Per *[Signature]*

RCM:JM

*(has Phillips in
the present tenant)*

File No. 9053

July 30, 1948.

REAL PROPERTY MEMORANDUM

Re: (Mr.) Akiyasu MASUHARA
Registration No. 01203

Catalogue No. 453.

One Real Property only included, being:

Lot 10, Block 9 of the North part of Lot 116, Group 1,
Map 1236, Municipality of Burnaby, in the District of
New Westminster.

Civic Address: 3798 East Hastings Street, Burnaby, B. C.

Assessment: (1944)

Land	\$1,600.00
Improvements	410.00
<u>TOTAL</u>	<u>\$2,010.00</u>

Possible Encroachment: See Notice dated July 22, 1944.

Independent Valuation:.....\$1,200.00.

Appraised by Mr. W. G. Moore (Pemberton Realty Corp. Ltd.)

Claimant's Valuation:

Land.....	\$3,000.00
Buildings.....	2,000.00
<u>TOTAL</u>	<u>\$5,000.00</u>

Sold to Mr. Nels Danielson for:.....\$1,250.00.

Date of Sale: March 11, 1944.

Other Offers to Purchase:

November 2, 1943...Mrs. W. H. Phillips.....\$800.00

February, 1944.....Mr. Steve Korhan..... 750.00

Relative documents attached to Claim File.

WJJ/HMS

..........

REAL PROPERTY SUMMARY

JAPANESE NAME: Akiyasu MASUHARA Reg. No. 01203 File No. 9053.
CATALOGUE NO: 453
PROPERTY ADDRESS: 3798 Hastings Street East, Burnaby, B.C.
LEGAL DESCRIPTION: Lot 10, Block 9 of the North part of Lot 116, Group 1, Map 1236, Municipality of Burnaby, D. N. W.
TITLE: Registered in the name of Akiyasu MASUHARA.
ENCUMBRANCES: None registered. No indication of any unregistered charges.
Vesting Order filed No. 24832, dated October 21st, 1942.
ASSESSED VALUES: Land - \$1600.00
Improvements - \$410.00 - \$2010.00 Taxes - \$117.18.
CLASSIFICATION: This is a small store with 2 living rooms, also a garage with 3 living rooms, built on a 50' x 122' lot.
The valuator reports as follows: "This is a small store with 2 living rooms at the back. The garage adjoins at rear, has 3 living rooms above. The garage and all the living rooms have been added by the Japanese from time to time out of odds and ends, cull lumber, and packing cases. This is of very little value except for what the store will bring in. Value - \$1200. "W.G. Moore - Pemberton Realty Corporation Limited".
HISTORY OF ADMINISTRATION: This property was leased by Akiyasu MASUHARA to a Mr. Turnbull in March, 1942; then Mrs. W.H. Phillips took over the place as from the 18th April, 1942, on a monthly basis. Consideration being \$25.00 per month payable in advance. Mrs. Phillips vacated on February 18th, 1944, when it was taken over by Nels Leo Danielson on the same terms. The first two month's rent was paid direct to A. MASUHARA, then the collection of rentals was turned over to Harold D. Campbell C.A.
\$600.00 rents collected against which were the following charges:
Water rates \$22.00
Repairs to roof 35.00
Hardware and glass 8.28
Commission 27.50 - \$92.78
Part of March and April rents were paid into this office. These were credited to the purchaser, Nels Leo Danielson when the adjustments were made.
SOLD: To Nels Leo Danielson for \$1250.00 as at March 11th, 1944.
Approval of Advisory Committee - March 8th, 1944.
Funds released to the credit of Akiyasu MASUHARA as at May 12th, 1944, against which were the following charges: Real Estate Commission - \$62.50, Valuation - \$5.00, Advertising - \$4.00, Registration Fees - \$4.00, Vendor's share of 1944 Taxes - \$23.14, Vendor's share of Water

Water

Page 2.

file 9053.

Rates - \$2.70 = \$101.34, leaving a net credit of \$1148.66 from said transaction.

Adjustments as at March 11th, 1944, to the amount of \$6.77 Purchaser's share of Unexpired Fire Insurance Premiums and \$7.00 Purchaser's share of Water Rates = \$13.77, were placed to the credit of Akiyasu MASUHARA'S account.

The following Fire Insurance Policy:-

Halifax Insurance Co., Policy F-Ro 9-6150 - \$1200.00, covering on the 1 storey building occupied as grocery and dwelling, was transferred to Nels Leo Danielson, 12th April, 1944.

OLD CERTIFICATE OF TITLE

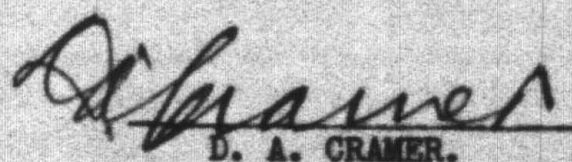
No. 139271-E: A. MASUHARA declared on his JP Form, signed 14th May, 1942, that the Title was in his possession.
Mr. Geo. Peters wrote to A. MASUHARA on March 22nd, 1944, as follows:
"Kindly send either to this office or to the Land Registrar Vancouver the Title covering this land Number 139271-E". So far there has been no reply to this letter.

Certificate of Title No. 171026-E in the name of Nels Leo Danielson, was handed to him 12th May, 1944. His receipt of even date acknowledging same is on file.

The above summary is certified to be in accordance with information on file.

October 5th, 1946.

DAC:JS


D. A. CRAMER.

REAL PROPERTY SUMMARY

Cat. No.: Nil

File No. 9053

Japanese Name: (Mr) Akiyasu MASUHARA

Reg. No. 01203

Civic Address: Fort Langley, B. C.

Legal Description: Part 1, of Lot "C" of the Townsite of Langley,
Township 11.

The above property was sold by Mr. Masuhara to Mr. Lyle F. Cody for
\$1,250.00 (cash)) on May 14, 1942.

This property did not come under the Custodian's care and was not vested.

WJJ/HMS



REG. NO. 01203		NAME MASUHARA, Akiyasu		FILE NO. 9053		
COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
The Halifax Insurance Company	<i>Transferred to Mr. Danielson</i> F-R-9-6150	\$1,200.00	Aug.	5	1944	Lot 10, Blk 9, D. L. 116-186 #3798 on the S. Side of East Hastings St. of Burnaby, B. C.

Fire Insurance Summary

File No. 9053

January 29, 1947.

Mr. Akiyasu MASUHARA, in his JP Form dated May 14, 1942, declared that no Fire Insurance was carried on the buildings at 3798 East Hastings Street, Burnaby, B. C.

We wrote Mr. Masuhara regarding this matter and in a letter dated July 28, 1943, he requested us to "arrange the fire insurance for \$1,500.00 assessed value."

We had Mr. Gerald Charlton, 4132 Hastings Street East, Burnaby, Representative of the Halifax Fire Insurance Company, inspect the property and he stated the insurable value of the building was only \$1,200.00. We, accordingly, placed this amount of coverage and the premium for one year from August 5, 1943, amounting to \$16.80, was paid from net rentals credited to Mr. Masuhara's account in this Office.

Halifax Fire Insurance Co. Policy No. F-R-9-6150 was forwarded to this Office and on April 12, 1944, was transferred to the purchaser, Mr. Neils Leo Danielson. The unexpired portion of the premium, viz. \$6.77, was re-credited to Mr. Masuhara's account, having been charged to the purchaser in the adjustments relative to the sale.

The above policy was delivered to Mr. Danielson and his receipt dated May 12, 1944, is on file.

The above summary is certified to be in
accordance with the information on file.

.....
Administration Department

WJJ/HMS

RE - MASUHARA, AKIYASU,

R. R. No. 1, Milner, B. C.

- 01203

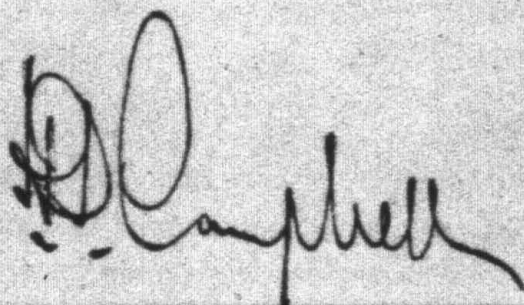
YOUR FILE NO. 9053.

Re- 3798 East Hastings Street,
Vancouver, B. C.

1. The above property consists of a lot 50x120 bearing the civic number as above. On this property there is a one storey frame building, divided in the centre by an open air hallway. The portion of the building fronting on the street consists of a shop, behind which there is a bedroom. Behind the open air alleyway there is a living-room and two bedrooms.
2. The legal description has not been given in the "JP" Declaration and as there is no question of selling the property, as far as I know, I have not obtained this information.
3. The building on the property is of cheap frame construction of Plywood Siding. The doors, windows, etc., have large gaps when closed. Its appearance is also very poor, being badly in need of a paint job.
4. In reference to the "JP" Declaration, it shows that this property is rented to a party by the name of Phillips. On interviewing the present tenant, Mrs. Phillips, I found that she had not taken over this property directly from the Japanese Evacuee. Apparently a Mr. Turnbull rented the property from Masuhara some time in March. Evidently he had only been a tenant for a matter of several weeks when he decided to go to Winnipeg and he contacted Mrs. Phillips with a view to taking over the store. I understand Mrs. Phillips took over on the First of April.
5. Mrs. Phillips advised me that she arranged a rental with the Japanese then, on the basis of \$25.00 per month which she states was the amount being paid by Mr. Turnbull previously. As the "JP" Declaration includes the statement that it was rented to Mrs. Phillips on the basis of \$35.00 per month, I asked her if she could explain the discrepancy. Her answer was that Masuhara had endeavoured to obtain \$35.00 a month from her but that she had definitely refused, and he eventually agreed to rent her the premises at the same rate as Turnbull had obtained from him, namely \$25.00.
6. Any rent Mrs. Phillips has paid, she states, has been made direct to Masuhara and enquired from me as to whom she should pay the rent due on the 18th current. I advised her to pay the amount she considers to be the rental, to me on that date, for remission to your Office.
7. Mrs. Phillips apparently has not entered into any written agreement with the declarant, but simply made her arrangements verbally.
8. From my inspection of the premises I would say that the condition throughout does not warrant very much higher rental than

Re- Masuhara, Akiyasu

Mrs. Phillips is presently paying. Will you be good enough to instruct me as to whether you wish me to effect a legal indenture covering Mrs. Phillips' occupancy of the evacuated premises and as to the duration of such a lease.



A handwritten signature, likely "D. Campbell", written in dark ink. The signature is stylized with a large, looped initial "D" and a cursive "Campbell". It is positioned above a horizontal line.

June 16, 1942.

ERIC W. PEMBERTON
RES. PACIFIC 8404

PROPERTY MANAGEMENT
MORTGAGES

Campbell & Pemberton

REAL ESTATE AND FINANCIAL BROKERS

Telephone Pacific 9635

506 CROWN BUILDING
615 WEST PENDER STREET.

VANCOUVER, B. C.

FRANK G. CAMPBELL
RES. BAYVIEW 2728L

INSURANCE	
EVACUATION 6 1944	
Rec'd	MAR
File No.	9053
Ans.	PHN
Referred	HARROP.

March 6, 1944.

Office of the Custodian,
Department of the Secretary of State,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

Attention Mr. F. G. Shears:

Re- Catalogue No. 453
3798 East Hastings Street.

Further to your letter of November 29, 1943, addressed to H. D. Campbell, advising him that an offer to purchase the above property for \$800.00 could not be accepted, but that you would be interested in any offer of \$1,250.00 or over, we have now to advise you that the new tenant, Mr. Nels Danielson, has today offered to purchase the property for that amount.

We are enclosing herewith his certified cheque for \$1,000.00, payable to the Custodian of Enemy Property, the balance to be payable before registration of title in the Court House.

On receipt of your advice that this offer has been accepted, we will obtain for you the necessary details for drawing the documents.

Yours very truly,

CAMPBELL & PEMBERTON.

Per. *F. G. Campbell*

9053

May 15, 1944.

Mr. Akiyasu HASEGAWA,
Registration No. 61203,
Millicott, S. C.

Dear Sir:

Re: Catalogue No. 453
3798 East Hastings Street
10/7/44

Please be informed that 3798 East Hastings Street has been sold on of March 11, 1944 for the sum of \$1,250.00 which is in excess of the value attached to these premises by an independent appraiser.

Rents, less expenses, up to the mentioned date have been credited to your account and adjustments of unearned taxes and any insurance premiums have also been credited to you.

The net result of the sale is as follows:

Sale price	\$1,250.00
Less real estate agent's commission @ 5%	<u>62.50</u>
Net credit to your account	<u>\$1,187.50</u>

These funds are available to you in the usual way.

Yours truly,

George Peters,
Administration Department.

OP:HA
cc B. C. Security Commission

STATEMENT RE SALE OF:

Name: **MASUNARA, Akiyasu (Mr.)**Catalogue No: **453**File No: **9053**Street Address: **3796 E. Hastings,**Reg. No: **01203**Legal Description: **Burnaby, B. C.
10/9/116/186.**Date of Sale and Adjustments **March 11, 1944**

	<u>Debit</u>	<u>Credit</u>
Sale Price		\$ 1290.00
Real Estate Agents Commission	\$ 62.50	
Charge for Valuation	5.00	
Charge for Advertising	4.00	
Land Registry Office Transmission Fee	4.00	
Encumbrances:		
Mortgage		
Mortgage		
Interest on Taxes		
Other Charges		
Adjustments:		6.77
Fire Insurance		
Taxes	23.14	
Water	2.70	7.00
	<u>\$101.34</u>	<u>\$1263.77</u>
Net Proceeds credited to your account		\$116.43 <i>Ps</i>

Date: ... **January 15, 1946**Compiled by: ... **George Peters.**

Catalogue No. 453

File No. 9053

3796 East Hastings Street

10/9/116

ADJUSTMENTS

As of March 11, 1944 - 71 days.

Debit purchaser

Water paid to June 30, 1944	\$ 7.00
Registration fees on Deed. \$1250.00	6.75
Insurance premium - \$16.80 @ 40.3%	6.77
Ex. 5/8/44)	
Balance of purchase price	250.00

Total debits

\$270.52

Credit purchaser

71/365 x \$118.98 Seller's proportion of taxes for 1944	\$ 23.14
71/184 x \$ 7.00 Water to June 30, 1944	2.70
Full amount of rent collected from March 11th to March 17th	
7/31 x \$23.75	5.36
Full amount of rent collected from March 18th to April 17th	23.75

Total credits

\$ 54.95

Total debits

270.52

NET DEBIT DUE FROM PURCHASER

\$215.57

cc to Mr. Nels L. Danielson

AKIYASU MASUJARA

File No. 9053
Reg. No. 01203

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942 December 4 December 16	Land Registry Office - Certificate of Encumbrance Taxes account Rents collected Agent's commission Roof repairs Water	\$ 1.00 50.00 8.75 35.00 8.00	\$ 175.00	
1943 August 7 November 19	Cheque to you Rents collected Agent's commission Water Chimney Taxes - balance 1942 " - 1943 Fire Insurance premium	25.00 13.75 15.00 58.00 81.25 120.36 16.80	275.00	
1944 January 18	Rents collected Agent's commission Water	2.50 7.00 8.28	50.00	
March 11	Repairs Balance rents to date, net Credit re sale of property		43.39 1,162.43	
1946 January 10	Cheque to you	1,200.00		
1947 February 1 March 4	Cheque to you Cheque returned & recredited to account	55.11 \$1,705.82	55.11 \$1,760.93	

CR \$ 55.11

Accounting Department
July 27th, 1948

EVACUATION SECTION	
Rec'd	JUL 24 1944
File No.	9033
Ans.	<i>noted</i>
Referred	<i>Johnston</i>

4111 Oxford Street,
Burnaby, B. C.,
July 22nd, 1944.

Dear Sir or Madam:

Re: Widening of 3700 Block Hastings Street East,
North Burnaby, B. C.

As Councillor of Ward 5, Burnaby Municipality, and on behalf of the Council and the Property Owners of this Block, and under the auspices of the North Burnaby Board of Trade, you are invited to a meeting of the Property Owners of 3700 Block Hastings Street East, North Burnaby, B. C. to meet with the Municipal Officials and North Burnaby Board of Trade Committee to discuss ways and means relative to the widening of Hastings Street.

Meeting will be held at North Burnaby Public Library, 4100 Block East Hastings Street, at 8:00 P.M., Wednesday, July 26/44.

Yours truly,

Jos. P. Gartlan

J. P. Gartlan
Councillor of Ward 5.

1. Copy of this Notice sent to Mr. Peers re 3700-3702 East Hastings, Internal File No. 749, with Memo. 25/7/44
2. Notified new owner of 3798 E. Hastings, Mr. M. L. Danielson on 25/7/44 by telephone. He stated he has already been approached regarding the matter.

W. Johnston

Catalogue No. 453
File No. 9053
3798 East Hastings Street
10/9/W116

Receipt of Certificate of Title No. 171026E is by me hereby acknowledged
and I agree that all adjustments and incidents in connection with the sale
to me of property covered by the said certificate have been settled.
Receipt is also acknowledged of Halifax Insurance Company policy No. F-R-9-6150
which has been assigned to me.

Dated at Vancouver, B. C., this 12 day of May 1944.

Mrs. Leo. D. Danielson

January 15th, 1946.

Mr. Akiyasu MASHIHARA,
Registration No. 01203,
Lunby, B. C.

Dear Sir:

Re: Catalogue No. 453
3798 E. Hastings, Burnaby, B.C.
10/9/116/186.

With reference to the sale of the above property we find we have not yet forwarded you our revised statement showing the net proceeds of the sale amounting to \$1162.43. This statement is now enclosed for your records, together with a statement of your account, which includes the figure above mentioned.

From the amount shown in your statement, namely \$1255.11, has to be deducted the \$1200.00 recently sent to you and your credit balance is now \$55.11, which ties in with the figure mentioned in our letter to you of January 9th, 1946.

Yours truly,

P. Doust,
Administration Department

PD/HR
Enc. 2
cc Department of Labour, Japanese Division.

9053

May 15, 1944.

Mr. Akiyasu MASUHARA,
Registration No. 01203,
Lillooet, B. C.

Dear Sir:

Re: Catalogue No. 453
3798 East Hastings Street
10/9/116

Please be informed that 3798 East Hastings Street has been sold as of March 11, 1944 for the sum of \$1,250.00 which is in excess of the value attached to these premises by an independent appraiser.

Rents, less expenses, up to the mentioned date have been credited to your account and adjustments of unearned taxes and any insurance premiums have also been credited to you.

The net result of the sale is as follows:

Sale price	\$1,250.00
Less real estate agent's commission @ 5%	<u>62.50</u>
Net credit to your account	<u>\$1,187.50</u>

These funds are available to you in the usual way.

Yours truly,

George Peters,
Administration Department.

GP:MA
cc B. C. Security Commission

March 22, 1944.

H. D. Campbell, Esq.,
808-812 Standard Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Catalogue No. 453,
3798 East Hastings Street.

This property, the rents for which you are collecting, is the subject of an expected sale through the agency of Messrs. Campbell & Pemberton, 615 W. Pender Street, the effective date of which should be March 11, 1944.

Will you be good enough to continue collecting rents and reporting to this office pending completion of current arrangements. It will be appreciated, however, if you will report as promptly as possible and at the same time will keep us up to date on all charges against the property which are disbursed through your office.

No further extraordinary charges should be incurred without consultation but current levies usually payable on behalf of the landlord (such as water, for example) may be continued.

You will be further notified when the sale is finally completed so that whatever arrangements are desired may be made with the prospective transferee.

Yours truly,

George Peters,
Administration Department.

GP:AS

9053

March 22, 1944.

Mr. Akiyama MASUHARA,
Registration No. 01203,
Lunenburg, N. S.

Dear Sir:

Please be informed that your property consisting of 3798 E. Hastings Street, Lot 10, Blk. 9, of N. pt. of Lot 116, Map 1236, Municipality of Burnaby, is in course of sale on the basis of a valuation independently made and following directions issued from Ottawa. The proceeds of this sale will be credited to your account and will be available to you when the sale is completed. A statement showing the result of the sale will be sent to you on request when the matter is concluded.

Kindly send either to this office or to the Land Registrar, Vancouver, the title covering this land, Number 139271 E.

Yours truly,

George Peters,
Administration Department.

GP:AS

11th March, 1944.

Messrs. Campbell & Pemberton,
506 Crown Building,
615 West Pender Street,
Vancouver, B.C.

Dear Sirs:

Re: Catalogue No. 453
3798 East Hastings St.

Your letter of the 6th March written on behalf of Mr. Huls Danielson, enclosing cheque for \$1,000.00 and offer to purchase the above property for the sum of \$1,250.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer, and if accepted, adjustments will be calculated as of the date of this letter.

We note that the balance of the purchase price, namely \$250.00, will be paid before registration of title in the Court House.

Kindly advise the full name, address and occupation in which this property is to be registered and also state whether or not the Transferee is a British subject.

The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, the documents will be signed and returned.

A statement of adjustments of taxes etc. will then be prepared, including registration fees, and forwarded to you, after which the documents will be submitted for registration.

Yours truly,

F. G. Beare,
Director.

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

608-512 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

EVACUATION SECTION	
Rec'd	FEB 26 1944
File No.	9053
Ans.	Noted
Referred	Johnson
TELEPHONE PACIFIC 1357	

February 24, 1944.

Your File No. 9053.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Attention W. J. Johnson:

Dear Sirs:

Re- 3798 East Hastings Street
A. Masuhara.

I wish to acknowledge receipt of your letter of the 15th February and give you the following information which has since come to hand.

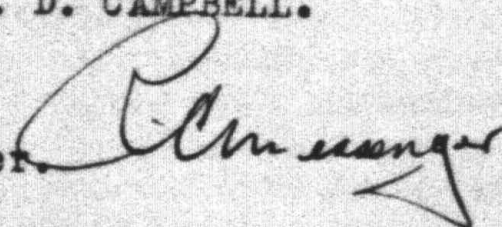
The letter received from Mrs. Phillips with regard to the change of tenancy was in error, in that the new tenant is not a Mrs. McDonald but a Mr. & Mrs. Nels Danielson.

With regard to the repairs under consideration, I have discussed this matter with Mr. Danielson over the telephone and I think that it may be possible to arrange for Mr. Danielson to do these himself, resulting in a considerable saving in cost. Mr. Danielson has expressed himself as interested in purchasing the building and I think a sale could be consummated immediately if it were not for the restriction requiring all cash. I gathered from the conversation, however, that he will be in a position to offer all cash within several months, and if he can make minor repairs, at little cost to your Office, to carry on with until that time, some allowance from the appraised value of \$1200.00 might be considered by the Disposal Committee, to cover the major repairs required, making the sale a more equitable one.

I will advise you further when I have had another conversation with Mr. Danielson:

Yours very truly,

H. D. CAMPBELL.

Per. 

RCM:JM

DOMINION OF CANADA
PROVINCE OF BRITISH COLUMBIA

To wit:

In the Matter of the Registration of
NELS LEO DANIELSON, of 3798 East Hastings
Street, Vancouver, B. C.
Mun. of Burnaby, Lot 10, Blk. 9, of the
N. part of Lot 116, Gp. 1, Map 1236, D.N.W.

of the City

J. George Peters

of Vancouver

in the Province of British Columbia,

Do Solemnly Declare that

1. I am employed in the Administration Department of the Custodian's Office and am familiar with the transaction above referred to as to ownership of property, and I know that the purchase price of the above mentioned lot was paid in full to the Custodian of Enemy Property.
2. I am acquainted with NELS LEO DANIELSON.
3. He is the registered owner of Lot Ten (10) Block Nine (9) of the North part of Lot One Hundred and Sixteen (116) Group One (1) Map One Thousand Two Hundred and Thirty-Six (1236) in the District of New Westminster, and which he holds under Certificate of Indefeasible Title No. 171026-E.
4. The description NELS LEO DANIELSON, on the said Certificate No. 171026-E, is in error and should be NELS LEO DANIELSON.

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

Vancouver

in the

Province of British Columbia this

6 day of May

A.D. 1944.

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

File No. 9053.
Catalogue No. 453.

May 1st, 1944.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Gramer

Akiyasu MASUHARA
Lot 10, Blk. 9 of the N. pt.
of Lot 116, Gp. 1, Map 1236,
Ham. of Burnaby, D. N. W.

With reference to the above property which was recorded
in the New Westminster Land Registry Office, dated April 6th,
1944, we enclose herewith the following documents in connection
therewith.

1. Copy of application number 171025-E, dated April 6th,
1944, registering the property in the name of the
Custodian (Transmission).
2. Copy of application number 171026-E, dated April 6th,
1944, registering the property in the name of Nels
Lee Danielson (Deed).
3. Duplicate of Transmission dated March 27th, 1944.
4. Duplicate of Deed dated March 27th, 1944 - Secretary
of State to Nels Lee Danielson.
5. Certificate of Indefeasible Title number 171026-E,
dated April 25th, 1944, covering the above property
in the name of Nels Lee Danielson.

D. A. Gramer

DAC:JS
Encls.

File No. 9053.
Catalogue No. 453.

March 25th, 1944.

MEMORANDUM

TO: Mr. E. W. Wright

FROM: Mr. D. A. Cramer

Akiyasu MASUHARA - Reg. #01203
Municipality of Burnaby
Lot 10, Blk. 9 of the N. part
of Lot 116, Gp. 1, Map 1236,
D.N.W.
Certificate of Vesting #24832.

We enclose herewith the following documents in
connection with the sale of the above described property.

1. Original Certificate of Encumbrance.
2. Transmission in duplicate.
3. Deed in duplicate..... HELS LEC DANIELSON.
4. Copy of letter showing to whom sold and price
paid for the property.
5. Memorandum from the Administration Department
confirming valuation, and approval of Advisory
Committee.

Certificate of Indefeasible Title No. 139271-E is
in the owner's possession.

DAC:JS
Encls.

D. A. Cramer

Date. March 9th 1944,....

REAL PROPERTY MEMORANDUM

File No. 9053

Name... Akiyasu MASUHARA..... Registration No. 01203....

Re: Catalogue No. 453

Address: 3798 East Hastings Street, ^{BURNABY}~~Vancouver~~, B. C.

Legal Description: Lot 10/9/116, 186 (Store building and rooms)

TITLE AND ENCUMBRANCES.

A. Certificate of Title No. 139271E

Whereabouts: In owner possession

Registered owner: Akiyasu MASUHARA

Reg. No. 01203

Property: Lot 10 Block 9 of the North part of Lot 116, Group 1,
Map 1236, Municipality of Burnaby, in the District of
New Westminster

B. Charges.

Registered: Nil

Vesting: Certificate of Vesting in Custodian file No. 24832

Unregistered: No evidence found

Taxes: \$118.98—paid to December 31st 1943. (No arrears)

Water: \$15.00—paid to December 31st 1943. (No arrears)
\$ 7.00 paid to June 30th 1944.

Insurance: \$1200.00—Expiry date August 5th 1944.

Assessed Value: Land: \$1600.00

Improvements: \$410.00

Valuation by Appraiser: \$1250.00

Amount of Bid: \$1250.00

Approved by Advisory Committee: March 8th 1944.

Paid as shown in attached letter: \$1000.00. Balance to be paid before registration
of Title. \$250.00 pd 12/5/43

Name of transferee as attached letter: Mr. Nels Danielson,

ADMINISTRATION.

Tenancy: Monthly tenure (state consideration & whether including or excluding
furniture or equipment)

Rented on a month-to-month basis @ \$25.00 per month

Leasehold: (State period, consideration & unusual clauses and whether
including or excluding furniture or equipment)
Nil

Chattels: Particulars of those stored on the premises.
Nil

Named Agent: Campbell and Pemberton

Form No. 27, Agreement for Sale of Land, 1-12
The Clarke & Stuart Co., Limited, Law Printers and Stationers, Vancouver, B.C.

This Agreement,

made in triplicate this twenty-fourth day of July in the year of Our Lord one thousand nine hundred and forty-two.

BETWEEN

LYLE FREDERICK CODY, Fuel Dealer, of 2299 West 4th Avenue, in the City of Vancouver, Province of British Columbia.

Name,
Address, and
Occupation
of Parties

hereinafter called the "Vendor" of the one part
AND

JOHN MackENZIE, Retired and his wife,
ELLA MackENZIE, both of 1700 Haro St., in the City and
Province aforesaid,
AS JOINT TENANTS and not as tenants in common,
hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, Province of British Columbia, and more particularly known and described as Part One (1) acre more or less of Lot "C" of the Townsite of Langley, Township Eleven (11) as shown and outlined Red on sketch deposited No. 8101; AND ALL THAT PORTION of Lot "C" of the Townsite of Langley Township Eleven (11) lying South-west of the Old Wagon Road and containing Ninety-three (93) acres more or less as shown on sketch deposited Numbered 2735; SAVE AND EXCEPT the Westerly Thirty-three (33) feet of said Lot "C" extending from the Northerly boundary to the Southerly boundary and adjoining the Westerly boundary of said Lot "C" in the District of New Westminster.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of SIXTEEN HUNDRED AND FIFTY-----(\$1,650.00)-----Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of TWELVE HUNDRED-----(\$1,200.00)-----Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

THE SUM OF FOUR HUNDRED AND FIFTY DOLLARS (\$450.00) on the 1st day of August 1943.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of FIVE (5%)-----per cent. per annum, payable August 1st, 1943 and to be computed as from August 1st, 1942.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOETH COVENANT, PROMISE AND AGREE to and with the Vendor that he will 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 pay and discharge all taxes, rates and assessments herewith 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, receipt and receipts, thereto pertaining, and if the Vendor 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 DOETH 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, ~~known and unknown~~.

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 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 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 thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, 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 to 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:

Mr. & Mrs. John Mackenzie,
1700 Haro Street,
Vancouver, B. C.

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, provisions 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 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:

Abraham La Lande

Signature of Witness

Street Address 405½ West Pender St.,

City Vancouver, B. C.

Occupation Broker

Lyle Frederick Cody (Seal)

John MacKenzie (Seal)

Ella MacKenzie (Seal)

FOR ATTORNEY

I **Hereby Certify** that, on the

day of

194

at

, in the Province of British Columbia,
(whose identity

, who is)

has been proved by the evidence on oath of
personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name
of
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and
that he, the said
instrument, and subscribed the name of the said
as the free act and deed of the said
attorney which has not been revoked.

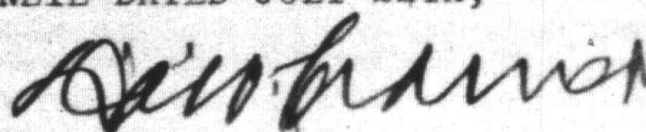
knows the contents of said
thereto voluntarily
under authority of a power of

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 forty

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

THE ATTACHED AGREEMENT FOR SALE OF
LAND IS A TRUE COPY OF THE ONE HELD
BY JOHN MACKENZIE DATED JULY 24TH,
1942.

NOVEMBER 9TH, 1942.



A Notary Public in and for the
Province of British Columbia

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
, who is) personally known to me,

oath of
appeared before me and acknowledged to me that he is the

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
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.

Province of British Columbia } To Whom:

City of the

make oath and say:

Tyler Frederick

Sworn before me at

B. S.

Age Group	1990	1995	2000	2005
0-14	14.5	13.5	12.5	11.5
15-24	13.5	12.5	11.5	10.5
25-34	12.5	11.5	10.5	9.5
35-44	11.5	10.5	9.5	8.5
45-54	10.5	9.5	8.5	7.5
55-64	9.5	8.5	7.5	6.5
65-74	8.5	7.5	6.5	5.5
75+	7.5	6.5	5.5	4.5

THE MARKET

1944-1945

1

[illegible]

100

This Indenture

Made the **Fourteenth** day of **May** in the year of our

Lord one thousand nine hundred and forty-two.

9053

In Pursuance of the "Short form of Deeds Act"

Between

AKIYASU HAGIHARA, Retired, of River Road, in the Municipality of Langley, in the Province of British Columbia.

Insert full Name
Street Address and
Occupation of
Grantor and of
Grantee.

(hereinafter called the "Grantor")

AND

LYNE FREDERICK CODY, Fuel Dealer, of 3299 West 4th Avenue, in the City of Vancouver, Province aforesaid.

(hereinafter called the "Grantee")

Witnesseth, that, in consideration of **TWELVE HUNDRED AND FIFTY--(\$1250.00)---**

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor, **Both Grant** unto the said Grantee, his heirs and assigns **FOREVER** :

All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Langley, in the Province of British Columbia, and more particularly known and described as Part One (1) acre more or less of Lot "C" of the Townsite of Langley Township Eleven (11) as shown and outlined Red on sketch deposited No. Eight Thousand One Hundred and One (8101); AND ALL that portion of Lot "C" of the Townsite of Langley Township Eleven (11) lying South West of the Old Wagon Road and containing Ninety-three (93) acres more or less as shown on sketch deposited No. Two Thousand Seven Hundred and Thirty-five (2735), SAVE AND EXCEPT the easterly Thirty-three (33) feet of said Lot "C" extending from the northerly boundary to the southerly boundary and adjoining the easterly boundary of said Lot "C" in the District of New Westminster, and registered in the Land Registry Office at the City of New Westminster in the aforesaid Province.

Together with all buildings, fixtures, commons, ways, profits, privileges, rights, easements and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

To have and to hold unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; ~~Subject nevertheless~~ to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

The said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances.

And the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.

And the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

And the said Grantor ~~Releases~~ to the said Grantee ~~All His Claims~~ upon the said lands.

Wherever the singular or masculine is used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

In Witness Whereof the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature
of Witness

Street Address

City or Town

Occupation of Witness

Abraham La Londe
406 1/2 W. Pender St
Vancouver B.C.
Broker

Akiyasu Masuhara

FOR ATTORNEY

I Herby Certify that, on the

day of

194 , at

, in the Province of British Columbia,
(whose identity
, who is)

has been proved by the evidence on oath of
personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name
of
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and
that he, the said
instrument, and subscribed the name of the said
as the free act and deed of the said
attorney which has not been revoked.

knows the contents of said
thereto voluntarily
under authority of a power of

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 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.

Acknowledgment of Officer of a Corporation

I Herby Certify that, on the

day of

194 , at

, in the Province of British Columbia
(whose identity has been proved by the evidence on
, who is) personally known to me,
of

oath of
appeared before me and acknowledged to me that he is the

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
British Columbia, this day of
in the year of our Lord one thousand nine hundred and forty

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

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

FOR WITNESS

Province of British Columbia

To Wit:

1. *William de la Roche*

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by

the part *of the said instrument* for the purposes named therein.

2. The said instrument was executed at

3. I know the said part *of the said instrument*, and that

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 *18th*

day of *May* 1942

A Notary Public in and for the Province of British Columbia

Commissioner for taking Affidavits within British Columbia

Deed of Land

The Caledonian & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C. Form No. 2

Mr Anderson
506 Royal Bank
Vancouver

LYLE FREDERICK CODY.

—TO—

AKIYASU MASUHARA

Dated May 14th 1942

160886

FOR MAKER (INCLUDING MARRIED WOMEN)

3. Hereby Certify that, on the

day of

1942

in the Province of British Columbia,

(whose identity has been proved by the evidence on

the person mentioned in the annexed instrument as

subscribed thereto as part, that *he* know *the*

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 forty

-two.

A Notary Public in and for the Province of British Columbia

Commissioner for taking Affidavits within British Columbia

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

Extract

FARM APPRAISAL REPORT

File No. J.L. 744

Land Description: 92 acs. of Lot "C" Langley Townsite, as shown on Map 2735, N.W.D.
and 1 ac. of Lot "C" Langley Townsite as shown on Sk. 8101, N.W.D..

Containing 93 acres

Owner's Name: MASAHARA, A.

Post office address: R.R. #1 Milner, B.C.

Nearest rail point: Langley Fort

Distance 2 miles

Market Town: "

Distance: 2 miles

Church (give denomination) All denominations, Langley Fort

Distance: 2 miles

Nearest School: Langley Fort

Distance: 2 miles

State how property was identified: Map, roads, iron post.

Roads: State whether property has access to main road, the kind of road and its condition: Well served by roads (see remarks).

Is this district a good one? Very fair, but somewhat pioneer just here.

Employment opportunity? Seasonal farm work.

Predominating nationality and religion: British - Protestant.

Describe fencing and its conditions: South line of 1 acre well fenced by neighbour's fence; otherwise none.

Water supply: Shallow well and spring on 92 acres, river on 1 ac.

BUILDINGS ON FARM

Buildings	Dimensions	Material	Height	Roof	Age	Foundation	Repair	Valuation
House 1 st.	20 x 24 x 12	Frame	9' eave	Shgl.	1	Wood	Good	200.00

(No other buildings)

Total present day value \$200.00

Total value buildings add to farm \$100.00

Is dwelling habitable without repairs? Yes.

Describe the basement and chimneys: Metal chimney; no basement.

No. rooms downstairs? 4 Upstairs? - How finished: Shiplap lined, shingled outside.

Are buildings painted? No.

Distance from nearest bush: Close

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
93	Heavily rolling.	Soil is good clay 12" - 24" on bottoms underlaid with clay but gravelly on ridges. There is a certain amount of cordwood not easy to get out. No commercial timber.				10.00	930.00

Total value of Land	\$930.00
Total added by buildings to value of farm	100.00
Total fruit trees add to value of farm (for use in orchard districts only)	nil
Total value of farm	\$1030.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied: Only occasionally occupied and never tilled.

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

Noxious weeds: Natural weeds only.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Langley - \$47.95

Date: August 5th 1942.
Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 4 day of August 1942.

Inspector's Signature: "R.L. RAMSAY"

Remarks: This is a rough piece of bush land such as is obtainable from Langley Municipality in reverted tax sale lands for \$10 per acre. It is on the hilly side; has been logged off and cordwood is scattered and expensive to get out. Owner is said to keep a store in Vancouver and has not lived on it. Locally it is thought to be sold to one Lloyd Cody who it is thought has again sold it. Nevertheless it is on the tax roll. I did not attempt to check this with Municipality. One of these purchasers comes out to property and spends a little time there occasionally and the house has evidence of being recently lived in.

Location is fair. It is on the end of a road stub so far as southerly side of 92 acs. goes. This stub ends at the end of the property, is lightly gravelled and evidently passable at all times of the year. On the other end of the 92 acres, it is situated on the Allard road, which is a good gravelled road. From this road, too runs the 1 acre piece to the Fraser River. It is only 62' wide at widest part but gives access to river. Where it meets the river the bank is probably 45' high sheer down to the water. This piece has a small clearing on it but is mostly light bush with grazing in it. It is too narrow to be of value by itself agriculturally. It could profitably be joined to properties on either side belonging to other farmers. The soil on most of the place appears excellent being a good clay underlaid by clay subsoil; gravel outcrops on the ridges of which there are a number on the 92 acre piece and there is the odd small swamp in the bottoms. There is good spring water on the 92 acre piece. The only building is the small dwelling and the only cleared land on the large piece lies immediately around it. A strip on the Allard road on 92 acres has at one time been slashed and burned, but is now again grown up, and while there is some grazing must be classed as bush. As cleared area, is such a small proportion it wouldn't be considered in total price by a buyer and I have therefore ignored it in valuing.

There is no small fruit, orchard of any kind or other plantings.

Following careful review of this appraisal report, it is my opinion that the present value is \$1000.00

Date: 5th August 1942.

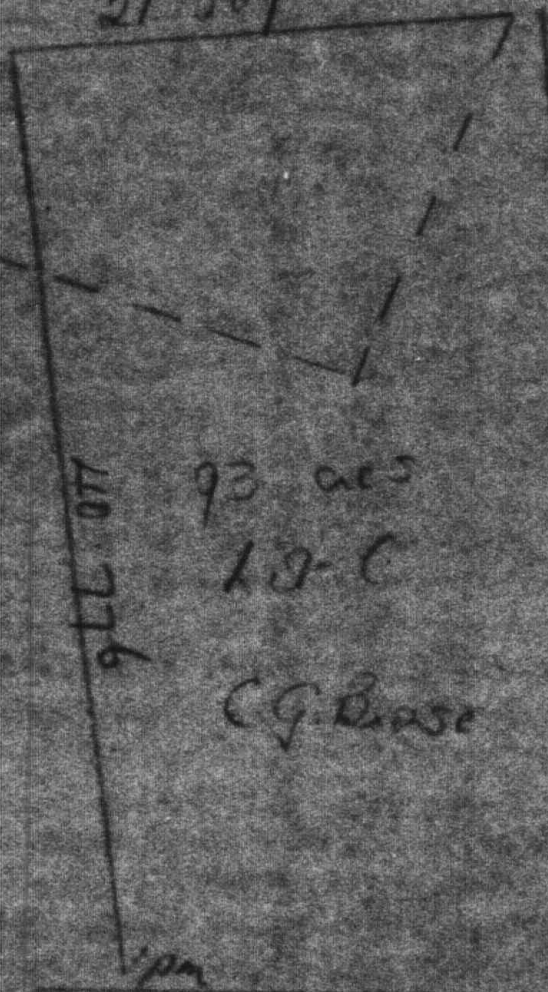
"I.T. Barnett" District Superintendent.

Mashkara A

93 acs

Map 2735

21 389



93 acs

18-C

C.G. Base



F River

LIABILITY SUMMARY

File No. 9053.

Akiyasu MASUHARA - Reg. No. 01203.

The above named Japanese declared on his JP Form, signed 14th May, 1942, that he had no Personal or Trade Debts, and we can find no evidence of any claims having been filed against him.

This summary is certified
to be in accordance with
information on file.

October 5th, 1946.


D. A. CRAMER.

DAC:JS

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

608-612 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

March 15, 1944.

Your File No. 9053.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Attention Mr. W. J. Johnston:

Dear Sirs:

Re- 3798 East Hastings Street,
A. MASUHARA.

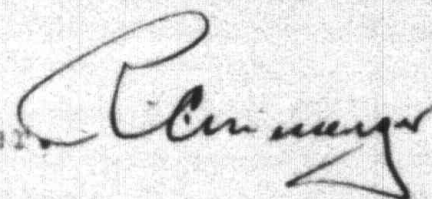
Further to Mr. Johnston's telephone enquiry this morning I have to advise that at the time Mr. Masuhara made his "JP" Declaration in May, 1942, and the same was handed to me for investigation, I found, as reported by Mr. Masuhara, that Mr. & Mrs. W. H. Phillips were the tenants of the store property and were owners of the equipment and fixtures of the store under a Bill of Sale from a Mr. Turnbull, previous tenant of Masuhara who held title to this equipment and fixtures by virtue of a Bill of Sale from A. Masuhara to him.

Although I, personally, did not see the Bill of Sale between Masuhara and Mr. Turnbull, I believe Mrs. Phillips obtained a Declaration under the Bulk Sales Act when purchasing the business and the fact that Masuhara did not declare the fixtures and equipment of the store in his "JP" Declaration, seemed sufficient evidence that Mr. & Mrs. Phillips had good title to the said equipment and fixtures.

I hope this information is satisfactory for your purposes.

Yours very truly,

H. D. CAMPBELL.

Per 

RCM:JM

EVACUATION SECTION	
Rec'd	MAR 16 1944
File No.	9053
Ans.	1089
Referred	Johnston

sub to you

File No. 9053

January 29, 1947.

GENERAL SUMMARY

Re: Akiyasu MASUHARA
Registration No. 01230

Mr. Masuhara, in his JP Form dated May 14, 1942, declared that he had "scant furnishings for 4 roomed house." He also stated this house was at Fort Langley, B. C., and that he was "selling land at Fort Langley, B. C., to Lyle F. Cody, 3299 West 4th Avenue, Vancouver, B. C."

Mr. Shears' memorandum of June 6, 1942, stated that Mr. Masuhara called at our Office and advised us that 93 acres of land had been sold to Mr. Lyle F. Cody through A. La Lande & Son for \$1,250.00 cash. We subsequently obtained proof that the transaction actually took place before Evacuation and a copy of the Deed is on file.

No further reference to the above-mentioned "scant furnishings" is made, except in Mr. H. F. Green's memorandum dated January 22, 1943, in which he assumes that they were sold with the property at Fort Langley. This office did not take any further action regarding this matter.

Mr. Masuhara also advised us on the above-mentioned visit that he had sold his store business (not the real property) at 3798 East Hastings Street, Burnaby, to Mr. William Turnbull for \$750.00, cash, through the General Business Exchange. No reference was made by Mr. Masuhara to any furniture or chattels in the store building and we assumed, therefore, that if there were any they were included in the sale.

NO PROPERTY INTERESTS, OTHER THAN THE ABOVE-MENTIONED, APPEAR ON THIS FILE.

The above summary is certified to be in accordance with the information on file.

.....
Administration Department.

WJJ/HMS

9053 & 9114.

September 8th, 1943.

Mr. Akiyasa MASUHARA,
Registration No. 01203,
c/o H. Sigale & Co. Ltd.,
Reiter Creek Camp,
Lumby, B. C.

Dear Sir:

Re: Mrs. Kishi MASUHARA - #01363.

With further reference to your letter of July 28th in which you stated that Mrs. Kishi Masuhara was having a very hard time at Lillooet, we have been advised by the British Columbia Security Commission that your father and mother are part of a self-supporting group at East Lillooet and are not in poor circumstances.

The Commission advises us further that your father is now working with the same lumber company as you are with and should be quite able to support his wife from his present earnings.

We trust, therefore, that you will see fit not to request further monies to be sent to the above-mentioned from your account with the Custodian.

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/P.

MEMORANDUM

File No.: 9053

January 22nd, 1943

To: FILE

From: Mr. Green

Re: Akiyasu WASUHARA

It appears from Mr. Shears' memorandum of June 6th that the dwelling house and land at Langley has been sold. The furnishings for a four-roomed house declared on May 14th were apparently in this house and may be presumed to have been sold therewith.

The property at 3798 East Hastings St. apparently contained no furniture and has been rented. It would therefore appear that there are no further chattels to be attended to on this file.

HFG:IP

November 28, 1942.

FILE # 9053

MEMORANDUM FOR THE FILE

Mr. John MacKenzie and his wife Ella

MacKenzie purchased the following described property
from Lyle Frederick Cody on July 24th, 1942:

"In the Municipality of Langley, Province of British Columbia, and more particularly known and described as Part One (1), acre more or less of Lot "C" of the Townsite of Langley, Township Eleven (11) as shown and outlined Red on sketch deposited No. 8101; AND ALL THAT PORTION of Lot "C" of the Townsite of Langley Township Eleven (11) lying South-west of the Old Wagon Road and containing Ninety-three (93) acres more or less as shown on sketch deposited Numbered 2735; SAVE AND EXCEPT the Westerly Thirty-three (33) feet of said Lot "C" extending from the Northerly boundary to the Southerly boundary and adjoining the Westerly boundary of said Lot "C" in the District of New Westminster."

Mr. Cody had a deed to same. The deal was put through the office of A. LaLande and Son, 405 West Pender Street, Real Estate Agents, and Mr. LaLande informed me that the matter was taken up with this office before completion.

Edman

DAG:PC

Alexander
Stoars

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

506-512 STANDARD BANK BUILDING

VANCOUVER, B. C.

TELEPHONE
PACIFIC 1357

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
LICENSED
IN BANKRUPTCY
RECEIVED
NOV 30 1942

Your File No. 9053.

November 27, 1942.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Attention Mr. R. P. Alexander,
Manager.

Dear Sirs:

Re- MASUHARA, Akiyasu

I have received a letter from you under date of the 26th of November, pointing out that you had not received my cheque covering the rentals collected and in hand.

I cannot quite understand this in view of the fact that I have on file your receipt No. 2004, dated November 25. I would appreciate your checking into this situation. My cheque, together with the Rental Statement, was forwarded to you under date of the 24th of November.

I have today received a letter from Mr. W. H. Phillips, the tenant on this property, which I am enclosing herewith. You will note that he is requesting that a chimney be installed in the living quarters and the present chimney in the store premises be extended. With regard to the first request, I suggest you refer to my different reports on the construction of this building. These three rooms are entirely separated from the store by an open passageway and can receive no heat whatsoever from any heating arrangements there. Why there was no chimney installed in this part of the building, I do not know, but the whole construction is the most fantastic I have ever encountered.

I have checked Mr. Phillips' statement that it is impossible to obtain oil for heaters and it seems to me that the only thing that can be done is to accede to his request. If this is going to be done you might as well, at the same time, adjust the other chimney properly. There are sufficient funds on hand for this work.

Yours very truly,
H. D. CAMPBELL.

Per. *[Signature]*

HCM:JM
Encl.

9053

November 7, 1942

File
C
Mr. John McKenzie,
1700 Haro Street,
Vancouver, B.C.

Dear Sir:

Re: Akiyasu MASUHARA

You have an agreement for sale given to you and Ella McKenzie by Mr. Lyle Frederick Cody, covering the following property:

Part (1) acre more or less of Lot "C" of the Township of Langley Township (11) as shown and outlined Red on sketch deposited No. 8101 and all that portion of Lot "C" of the Townsite of Langley, Township (11) lying south west of the Old Wagon Road and containing (93) acres more or less as shown in sketch deposited No. (2735) save and except the Westerly (33) feet of said Lot "C" extending from the Northerly boundary to the Southerly and adjoining the Westerly boundary of said Lot "C", District of New Westminster.

Will you please send into this office the duplicate of the agreement for sale held by you and given by Mr. Lyle Frederick Cody.

As soon as we have made a copy of the agreement it will be returned to you. If it should be more convenient for you to let us have a certified copy of the document it would serve the purpose.

Will you also kindly supply us with a statement as to how the agreement stands at date as to principal and interest.

Yours truly,

(D.A. Cramer)
for Ian Macpherson
Title Examiner

DAC.FC

August 26, 1942

Mr. Akiyasu Masuhara,
Registration #01203,
East Lillooet, B. C.

Dear Sir:

After receiving your letter of the 8th instant we instructed our Agents to make a thorough examination and report on the whole rental situation in connection with your property. We also asked them to make an effort to place it on a rental basis of \$35.00 per month. However, we quote the following from a report we have received from the :-

"On receipt of your letter of the 14th inst., I dropped a line to Mr. Phillips, asking him to call at my office which he did today, and in the meantime I contacted Mr. Kemp, Manager of the General Exchange on Robson Street referred to in Masuhara's letter, and discussed the situation with him.

Mr. Kemp confirmed the fact that Mr. Turnbull agreed to pay \$35.00 a month but that Masuhara definitely accepted \$25.00 a month rent from the Phillips. He advised me that Masuhara collected it himself and then came to see him and told him that he was accepting \$25.00 rent.

Mr. Kemp further advised me that he had never been in the building at the time Mr. Turnbull rented it, but that he did inspect the building later when the Phillips took over from Mr. Turnbull. As a result of his inspection he advised me that \$25.00 a month was a very good price considering the condition of the building and that it was surprising that it was not condemned by the civic authorities.

It is almost impossible to describe the building in such a way that one can get a clear picture thereof. It is simply three small shacks built together on different levels. There is no plaster of course and mainly consists of No.3 ship-lath spaced three feet apart instead of the usual sixteen inches. The roof is simply sitting on the

POS/PMH

P. G. Chaur, Assistant Manager.

Yours truly,

We have replied as per copy of our letter enclosed.

As the result of the above my recommendation is that matters be left as they are and Kaurhara advised that in view of the building construction and condition, that he is very lucky to have it rented, and further that he should avoid any controversy that might result in the condemnation of his property."

As I have already mentioned, I interviewed the Phillips this morning and they are exceedingly worried about what they can do with regard to heating the place during the winter. They are simply not paying any more rent and if it is insisted on, will give three months' notice to vacate.

The only part of the house in which there is a chimney or any facilities for heating is the kitchen, and the store and the bedroom, which are on different levels, have no heating facilities whatsoever.

As I have already mentioned, I interviewed the Phillips this morning and they are exceedingly worried about what they can do with regard to heating the place during the winter. They are simply not paying any more rent and if it is insisted on, will give three months' notice to vacate.

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

OFFICE OF THE CUSTODIAN

808-812 STANDARD BANK BUILDING

JAPANESE SECTION

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

RECEIVED

AUG 20 1942

Your File No. 9052.

August 18, 1942.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

Attention Mr. F. G. Shears,
Assistant Manager.

Dear Sirs:

Re- MASUHARA, Akiyasu
3798 East Hastings St.

On receipt of your letter of the 14th inst., I dropped a line to Mr. Phillips, asking him to call at my office which he did today, and in the meantime I contacted Mr. Kemp, Manager of the General Exchange on Robson Street referred to in Masuhara's letter, and discussed the situation with him.

Mr. Kemp confirmed the fact that Mr. Turnbull agreed to pay \$25.00 a month but that Masuhara definitely accepted \$25.00 a month rent from the Phillips. He advised me that Masuhara collected it himself and then came to see him and told him that he was accepting \$25.00 rent.

Mr. Kemp further advised me that he had never been in the building at the time Mr. Turnbull rented it, but that he did inspect the building later when the Phillips took over from Mr. Turnbull. As a result of his inspection he advised me that \$25.00 a month was a very good price considering the condition of the building and that it was surprising that it was not condemned by the civic authorities.

It is almost impossible to describe the building in such a way that one can get a clear picture thereof. It is simply three small shacks built together on different levels. There is no plaster of course and mainly consists of No. 3 ship-lath spaced three feet apart instead of the usual sixteen inches. The roof is simply sitting on the wall supports and it is not in any way attached to the walls themselves. There is no bathroom and as previously mentioned simply a toilet installed in the part of the building used as a kitchen.

The only part of the house in which there is a chimney or any facilities for heating is the kitchen, and the store and the bedroom, which are on different levels, have no heating facilities whatsoever. I personally would not give \$10.00 for all the lumber in the place. The only attractive feature of the situation is the location, but that is rapidly deteriorating from the point of view of small shops.

August 18, 1942.

Your File No. 9053.

Office of the Custodian, (Continued)

There are now two vacant adjoining this one which are of infinitely better construction and rentable for approximately the same rent. My personal opinion is that if this store became vacant it would stay that way and would continue to do so as long as there were other available premises in the neighbourhood.

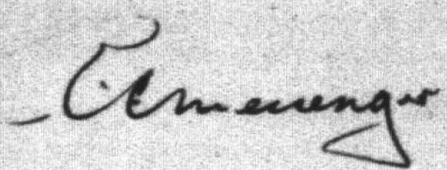
As I have already mentioned, I interviewed the Phillips this morning and their feeling about the whole matter is that they bought a 'lemon' in taking over this business and are exceedingly worried about what they can do with regard to heating the place during the winter. They are simply not paying any more rent and if it is insisted on, will give three months' notice to vacate. || This, of course, would entail a loss to them in that they would probably be unable to sell their business as a going concern, inasmuch as the rental of \$35.00 would prohibit it, but would have to liquidate their stock and fixtures during that time which would undoubtedly leave them in a vindictive mood. This, in turn, would quite possibly result in their agitating to have the building condemned which should not be hard to accomplish.

As the result of the above my recommendation is that matters be left as they are and Masuhara advised that in view of the building construction and condition, that he is very lucky to have it rented, and further that he should avoid any controversy that might result in the condemnation of his property.

I have naturally done nothing towards having the roof repaired, as instructed in your letter of the 11th of August, and will defer doing so until you have arrived at a definite decision as to the Phillips' tenancy.

Yours very truly,

H. D. CAMPBELL.

Per. 

RCM:JM

9053

August 14, 1942

Henry D. Campbell Esq.,
Standard Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Akiyasu MASUHARA

We have now received a reply from Mr. Masuhara.

He is quite definite in advising that he does not wish to sell his store property at 3798 East Hastings Street.

In regard to the rental value of this store, he still seems to think that the rental of this place should be \$35.00. The following is a copy of his letter :

"I received both of your letters yesterday in which you wanted to know why we raised the rent. But we did not raise the rent. First of all I rented the store 3798 E. Hastings to Mr. William Turnbull by Mr. Kemp the General Exchange Manager at the monthly rent of thirty five dollar. On the day I rented the store Mr. Kemp got us the rent of \$35. from Mr. Turnbull. Next month went to collect the rent myself and Mr. Turnbull was not there. Instead another man was in his place and he only paid me \$25. twenty five dollar.

I will not sell the store at any rate. I think \$35.00 is a reasonable price for renting that store right on the Hastings St. on the corner."

We feel that with the general rental situation being favourable, so long as we do not conflict with the Rental Control Board, an effort should be made to secure

2.

the maximum rent obtainable.

We would be glad if you would look carefully into this matter and advise us in due course.

Yours truly,

F. G. Shears,
Assistant Manager.

FGS/PMH

C *Shears*
HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

608-612 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

August 5, 1942.

Your File No. 9053.

Office of the Custodian,
Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 6 1942

Attention Mr. F. G. Shears,
Assistant Manager.

Dear Sirs:

Re- MASUHARA, Akiyasu

I wrote you on the 9th ultimo, enclosing a report in connection with the rental situation, as requested by your letter of the 7th of July. I have not as yet received any acknowledgment of this report.

If you will refer to paragraph six of that report you will note that the roof at 3798 East Hastings Street is leaking quite badly and needs repairing. As the result of my suggestion that Mr. Phillips obtain a price on the necessary repairs to the roof, I have today received the enclosed estimate from the Guarantee Roofing Co., 1120 West Pender Street. The apparent cost of these repairs will be \$35.00 with a three year guarantee as to the effectiveness of their work.

If Mr. Phillips is to continue as a tenant on this property I imagine this work will have to be done, but before authorizing it I suggest that you make sure that Mr. Phillips' offer to purchase the property, as referred to in paragraph four of my report of July 9, is not going to be accepted.

I wish to draw to your attention that I have on hand to Masuhara's credit, in my trust fund, an amount of \$75.00 covering three months' rent, in event you decide to effect the roofing repairs.

I will anticipate hearing from you in due course regarding this matter.

Yours very truly,

H. D. CAMPBELL.

H. D. Campbell
Per.

RCM:JM

9053

July 15, 1942

Mr. Akiyasu Masuhara,
Lillooet, B. C.

Dear Sir:

On June 20th we received your letter in which you enclosed tax bill and water rate account in connection with your property at 3798 East Hastings Street.

In your letter you referred to the monthly rental of this property as being \$35.00. This is a matter which must be made perfectly clear. Your registration form states that your store at 3798 East Hastings Street was rented to Mr. Phillips at \$35.00 per month. You informed us, however, when you called at our office on June 6th that Mr. Phillips was paying you \$25.00 per month although you stated that it was your idea that the premises were worth \$30.00 or \$35.00 rental per month.

Our Agent investigating this matter reports that while you endeavoured to obtain \$35.00 from Mr. Phillips, he definitely refused and you agreed to the amount of \$25.00. Our report on the condition of your property is also to the effect that \$25.00 would be a fair rental as plumbing arrangements are very bad and in fact unsanitary. It would appear therefore that \$25.00 per month is all that can be obtained and at least this is all that Mr. Phillips is now paying.

We are also informed that the roof of the house is leaking - prices are being obtained for this work; there appears to be no proper heating arrangements, the only chimney being above the cook stove in the kitchen.

We understand that Mr. Phillips is willing to purchase this property for \$700.00 cash, his idea being that he would more or less rebuild the place. You might please advise us if you are interested in this offer to dispose of

2.

your property at the price mentioned.

Trusting to hear from you in connection with the
matters referred to in this letter.

Yours truly,

F. G. Shears,
Assistant Manager.

FOS/PMH

9053

July 7, 1942

Harold D. Campbell Esq.,
808-812 Standard Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Akiyasu Masuhara

We thank you for your report of June 16th in connection with the property of the above at 3798 East Hastings Street. The only point at issue is apparently the amount of the monthly rental of \$25.00

We note your remarks that the condition of this house does not warrant a much higher rental but as there is quite a difference between \$25.00 and \$35.00 perhaps some effort should be made to make a compromise at \$30.00.

We are just in receipt of a letter from Mr. Akiyasu Masuhara enclosing a tax notice amounting to \$117.00 and in this letter he again speaks of the monthly rental being \$35.00

We would suggest that you contact Mrs. Phillips again and if you cannot arrive at a satisfactory arrangement, we will refer the matter to Mr. Masuhara and decide if it appears to be desirable to look for another tenant at a higher rental.

As Mr. Masuhara did not have any lease prepared it will be satisfactory to us if an agreement can be reached as to rental on a month to month basis.

We will await your reply and further comments in connection with this rental proposition.

Yours truly,

F. G. Shears,
Assistant Manager.

FGS/PMH

MEMORANDUM

June 6th, 1942.

Mr. Akiyasu Masuhara called at our office on May 27th. In connection with his JP form he stated to us that the 93 acres of land had been sold to Mr. Lyle F. Cody (through A. La Lande & Son) for \$1250 cash. This included the one-acre lot on which there was a four-roomed building.

He also stated that his store business had been sold to Mr. William Turnbull for \$750.00 cash through the General Business Exchange about March 20th.

Mr. Masuhara still owns the property at 3798 E. Hastings and states that this was rented to a Mr. W.H. Phillips for \$25.00 a month up until May 18th. His ideas were that the rent for this place should be between \$30. and \$35. per month.

295

CAT. #453

JAN 14 1948

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.

9053

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

- (1) NAME MASUHARA AKIYASU (RCMP) Reg. No. 01203
(Print) Surname Given Name
- (2) Pre-Evacuation Address 3798 HASTINGS ST. E. VANCOUVER. B.C.
- (3) Present Address 365 KING ST. W. TORONTO ONT
- (4) REAL ESTATE
- (a) Street Address (if any) 3798 Hastings St. E., Vancouver, B.C.
City or Municipality, Province
- (b) Legal description (lot number, block number, section number, etc.)
Lot 10, Block 9, N.P.T. of Lot 116, Map 1236, Municipality
of Burnaby
- (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.)
- (e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - \$ 3000.00
(ii) Buildings - - - - - \$ 2000.00
(iii) If business, put value on business as going concern
(including land and buildings, tenancies, chattels,
fixtures, stock-in-trade, goodwill and accounts re-
ceivable) - - - - - \$
(iv) Total value (if you cannot give separate values for lands and buildings just
fill in total value) - - - - - \$ 5,000.00
(v) Amount at which Custodian sold property and credited your account - - \$ 1,250.00 ✓
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 3,750.00

(5) PERSONAL PROPERTY

- (a) Place or places at which property was left by the claimant at date of evacuation
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
- (c) How stored or packed at time of evacuation

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

(e) Itemized description of personal property which is the subject of the claim:	
1.	Estimated Value \$
2.	Estimated Value \$
3.	Estimated Value \$
4.	Estimated Value \$
5.	Estimated Value \$
6.	Estimated Value \$
7.	Estimated Value \$
8.	Estimated Value \$
9.	Estimated Value \$
10.	Estimated Value \$
TOTAL CLAIM FOR PROPERTY LOSS \$	

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

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

(g) (a) Place at which claimant prefers to be heard.
(Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)
(b) Do you require the services of an interpreter at the hearing? Yes or no

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

DOMINION OF CANADA
County of York
TO WIT:

I, Akiyasu Masuhara
of Toronto

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 Toronto
in the County of York

this 9th day of January
A.D. 1947.

A Commissioner etc.

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.

A. Masuhara

Copy

Vancouver, B.C.
October 15, 1948.

Mr. R.L. Ramsay,
Box 615,
Chilliwack, B.C.

With reference to your brief on the A. Masahara case J.L.744, which was sold before P.C. 5523 came into effect but after you appraised it, I have gone over it and I note that the Custodian states that it was sold on July 24, 1942 according to a letter which is on our file dated November 9, 1943. If this information is correct then it was disposed of subsequent to P.C. 5523 coming into effect.

I find that some of these letters on our files from the Custodian, so far as dates are concerned, do not conform with the information in the Land Registry Office. Therefore I feel that these cases should all be checked in the Land Registry Office to see what the records reveal and this should be taken as the correct information.

I gathered from our recent conversation that you have checked this case further to see if you could get further information from Lyle F. Cody and discovered that he is deceased. If you saw any of the relatives, were they able to throw any light on this transaction? All this information should be conveyed to the Crown Counsel. In looking at your appraisal I note the cabin on this place was just a year old and you valued it at \$200 and later added \$100 to the price of the property. No doubt you had good reason for doing so but the thought has just occurred to me that as the cabin was new and there were no other buildings on the property, you must have had some reason for cutting its value in half, because otherwise it would seem to me that this building was of sound construction and you would have been justified in adding the full value of it to the value of the property.

We both deemed it unsuitable for V.L.A. settlement and if we had an opportunity of pick and choose, this property would not have been purchased. I definitely feel that 80 acre parcels of logged off land are not desirable units for most people, particularly if there is no pasture in the bush, as it would then have absolutely no farm value to a farmer. Taxes at that time were comparatively light but with the tremendous demand for public utilities by the increased population in all Municipalities, and more particularly for schools, logged off lands in big blocks like this are going to become a liability rather than an asset, if no revenue can be obtained from them.

ITB/W

I.T. Barnet
District Adviser

KENNETH A. CHRISTIE, K.C.

BARRISTER, SOLICITOR AND
NOTARY PUBLIC
TORONTO 1, CANADA

October 25th, 1948.

John W. G. Hunter, Esq.,
Barrister, Etc.,
Room 506 Royal Bank Building,
Vancouver, B.C.

Re: Japanese Property Claims Commission

Dear John:

The case of Akiyasu Masuhara (File No. 9053) referred to in your letter of October 20th was heard on the 5th of October. The transcript of the evidence on this case has already been forwarded to your office. I am also forwarding one of the wooden boxes containing this file and you should get it in the course of a few days.

I was wondering what kind of a report I should make of the cases to the Department of Justice at the conclusion of the sittings and if it is necessary to make it in any detail.

I am enjoying the work of the Sub-Commission but it is certainly strenuous as it is necessary for me to work late every night to take a final look at the files for the ensuing day. Our friends, Mr. Brewin and Mr. Best are none too prompt in sending over the files.

Yours very truly,



K. A. CHRISTIE.

KAC*EMP

1
2 IN THE MATTER OF THE "INQUIRY ACT"
3 PART I. REVISED STATUTES OF CANADA 1927, CHAPTER 92.

4 JAPANESE PROPERTY CLAIMS COMMISSION

5
6 BEFORE

7 HEN HENSON, JUDGE J.A. McLEOD, SUB-COMMISSIONER.

8
9
10 Toronto, Ontario,

11 October 5, 1948.

12
13
14 IN THE MATTER OF THE CLAIM OF

15 AKIYASU MATSUHARA.

16
17 PROCEEDINGS AT HEARING

18
19 APPEARANCES:

20 K.A. CHRISTIE, Esq., M.C., appearing for the
21 Dominion Government,

22 F.A. BRWIN, Esq., appearing for the
23 Claimant.

24 A. SMITH, Esq., Secretary,

25 G.M.R. UPTON, Esq., Official Interpreter,

26 A.C. VETCHE, Esq., Official Reporter.

27

28

29

30

1 ARVAND BAKHAR, the claimant herein, being
2 first duly sworn, testified
3 as follows:

4 DIRECT EXAMINATION BY MR. HUNTER:

5 Q. Your claim is in respect to a store proper-
6 ty known as 3793 Hastings Street East, Vancouver?

7 A. Yes.

8 Q. Is that right? A. That is right.

9 Q. And have you instructed your solicitors
10 to fill in a form entitled Real Estate Other Than

11 Farm? A. Yes.

12 Q. And whose signature is that at the foot
13 of that document I am showing you?

14 A. It is my signature.

15 Q. And, have you read over the material
16 contained in this form? You have read it before?

17 A. Yes, sir.

18 Q. And, is it all correct?

19 A. That is correct.

20 MR. HUNTER: May that be Exhibit 1?

21 THE SUB-COMMISSIONER: Yes.

22 (PARTICULARS OF REAL ESTATE OTHER THAN FARM,
23 MARKED EXHIBIT NO. 1)

24 MR. HUNTER: In respect to the title, once
25 again, I have here a certificate of title in the
26 name of the claimant but unless my friend is disputing
27 the title I will not put that in as an exhibit.

28 MR. CHRISTIE: I am just wondering with respect
29 to this small document, that, it would not take up
30 much room, if we should not each time register this
certificate of encumbrance as an exhibit for the

Akiyasu Hashiguro,
Is sh.

1 sake of completeness.

2 THE SUB-COMMISSIONER: I would.

3 MR. CHRISTIN: I think perhaps it would help
4 your case.

5 MR. BREWIN: Yes. I have no objection to its
6 going in.

7 (CERTIFICATE OF INSURANCE, MARKED EXHIBIT
8 NO. 3)

9 MR. BREWIN: Q. From when did you buy this
10 property? A. From my father.

11 Q. From your father?

12 A. Yes.

13 Q. And, when did you buy it?

14 A. October 1940.

15 Q. October, 1940. What did you pay for the
16 property? A. \$5,000.

17 Q. \$5,000.? A. Yes.

18 THE SUB-COMMISSIONER: \$5,000.?

19 MR. BREWIN: \$5,000, he says.

20 Q. Did you actually pay that money to him?

21 A. Yes.

22 Q. I am showing you here a series of receipts.
23 Are they signed by your father?

24 A. That is right.

25 Q. One on October 7, 1940, for \$5,000. It says
26 for property at 5700 Hastings Street, signed Huhad
27 Hashiguro. He is your father?

28 A. Yes, sir.

29 Q. March 10, 1941 for \$300., for property
30 on 5700 Hastings Street East? A. Yes.

A. Manohara,
In ch.

Q. One on March 9, 1941, for \$300.

One November 10, 1941, for \$150.

I have not them in order.

One on July 15, 1941 for \$300.

September 20, 1941, \$300.

And then, a good deal later than the others,
February 4, 1946, \$300. Are these all signed by
your father?

A. Yes.

Q. And do they actually represent what you
paid in cash for this property?

A. Yes.

(EXHIBITS FOR PURCHASE PRICE OF CLAIMANT'S
PROPERTY, MARKED EXHIBIT NO. 8)

Q. Where is your father living now?

A. Lushy, British Columbia.

Q. That is where your father is at the present
time? A. Yes.

Q. And, what kind of store was there on this
property? A. Fruits, vegetables, confectionery,
grocery.

Q. Fruits, vegetables, confectionery and
grocery? A. Yes.

Q. Did you, yourself, operate the store?

A. Yes.

Q. How was the price which you paid of \$3000,
arrived at between yourself and your father? Do you
know? A. Yes.

Q. Did you have a discussion with him as to
why you should pay as much as \$3,000. or no more than

5.
A. Hamblen,
Esq.

1 \$3,000? A. That is what the place is worth.

2 Q. And through so, though? Did you investi-
3 gate what it was worth - that is, in 1942?

4 A. Yes, in 1942.

5 Q. Why do you say that? Have you any reason
6 for saying that?

7 A. Yes. The land cost \$3,000, and the building
8 cost \$2,000.

9 Q. You estimated the value of the land at
10 \$3,000, and of the building at \$2,000?

11 A. Yes.

12 Q. By the way, with respect to this property,
13 in what sort of district is it?

14 A. Business.

15 Q. Is it on the corner of the street?

16 A. Yes, the southwest corner of Hastings.

17 Q. Of Hastings and what other street?

18 A. Edmund.

19 Q. What sort of district is that? Is it
20 business? A. Yes, business.

21 Q. And are there street cars at that corner?

22 A. Yes. It is a streetcar stop, too, and bus
23 stop.

24 Q. So that your store was right at the
25 corner? A. Yes. That is right.

26 Q. What was at the northwest corner?

27 A. That is an empty lot, vacant.

28 Q. A vacant lot?

29 A. Yes.

30 Q. Do you know anything about the value of that

A. Macpherson,
in ch.

1 at all? A. The real estate man told us about
2 \$5,000 in 1949.

3 Q. The real estate man?

4 A. Yes.

5 Q. What is his name? A. Stewart.

6 Q. A real estate man named Stewart told you
7 the vacant lot on the northwest corner cost about
8 \$5,000? A. Yes.

9 Q. So I take it that you lived in rooms on
10 top of the store or beside it?

11 A. At the back.

12 Q. Who lived there with you?

13 A. My father, mother, sister and brother.

14 Q. Your father, mother, your sister and
15 brother. At the time of evaluation, according to
16 the information on Exhibit 1, you had rented the
17 property to a Mr. Turnbull for \$35 a month?

18 A. Yes.

19 Q. Do you know how long he remained as a
20 tenant? A. I think one month.

21 Q. Just a very short time?

22 A. Yes.

23 Q. And who succeeded him as a tenant?

24 A. Mr. Phillip, I think.

25 Q. Mr. Phillip, you think. Was that while
26 you were in Vancouver or Burnaby?

27 A. I was outside of Vancouver.

28 Q. But you heard it had been rented to
29 Mr. Phillip? A. Yes.

30 Q. Did you make the lease to Mr. Phillip?

A. Masuhara,
In c.

yourself? A. Yes; before evacuation.

Q. Before the evacuation, and at what rental was that made? A. At that time \$25.

Q. Was that a fair rental, in your opinion?

A. No, I do not think so.

Q. You do not think so. Why did you rent it to him, then?

A. Well, he said he will only pay me \$25.

Q. He said he would only pay you that.

Did you know at that time you were going to be evacuated very shortly?

A. Yes, just the day before, I think.

Q. Just the day before your evacuation you made that lease?

A. Yes.

Q. I think there is no dispute about this, it was assessed, the property, at \$1500, I think, for the land and \$425, for improvements.

MR. CHRISTIE: I am tending as an exhibit the Notice of Assessment.

(NOTICE OF ASSESSMENT, MARKED EXHIBIT NO. 4)

MR. BREWIN: I noticed that my friend had on his file a photograph of this building. I wonder if I might put that to the witness and see if he can identify it.

MR. CHRISTIE: Very well.

MR. BREWIN: Q. I am showing you a photograph. Can you tell me what that property that is?

A. Yes. That is mine.

A. Yes, sir.
In ch.

Q. That is your house which you have been
contributing to us? A. Yes.

MR. BREWSTER: May that be marked as an exhibit,
Mr. Sub-commissioner?

MR. CHRISTIE: I tender that as Exhibit 5.
(PHOTOGRAPH OF CLAIMANT'S PREMISES, MARKED
EXHIBIT NO. 5)

MR. BREWSTER: Q. Did you make a livelihood out
of the grocery store or were you employed somewhere else,
or what?

A. Myself.

Q. You worked there, yourself?

A. Yes, sir.

Q. You made your living doing that?

A. Oh, yes.

Q. Have you any record of the income you
received from the operation of the store?

A. No, I do not think I have here.

Q. I do not know whether a guess would be any
good, but can you tell me what your income would have
been in 1941 from the operation of the store?

A. About \$12,000 a year.

Q. That much? A. Yes.

Q. Would that be gross?

A. Yes.

Q. That would be the turn-over?

A. No; just a minute; I do not remember very
well.

Q. If you do not remember I do not want you to
try and tell us. It is quite a long time ago now.

A. Bingham,
in ex.

1 If you cannot give us a fairly accurate estimate
2 I would not try, if I were you.

3 Can you give us any sort of accurate estimate?

4 THE SUB-COMMISSIONER: He has not any figures
5 to show for it, I presume.

6 MR. BINGHAM: I think possibly we might as well
7 leave that alone, because it would not be very
8 convincing.

9 I suppose my friend will produce, and he can
10 do it now so I can examine my client on it, the
11 valuation made of this property by Pemberton Realty
12 Corporation Limited.

13 MR. CHRISTIE: I tender as Exhibit 3, the val-
14 uation of the Pemberton Realty Corporation Limited.

15 (VALUATION, MARKED EXHIBIT NO. 3)

16 MR. BINGHAM: Q. Have you seen the valuation
17 made by the Pemberton Realty Corporation of your
18 property? A. No.

19 Q. Has this letter not been shown to you?

20 A. I do not think so.

21 Q. I was instructed it was shown to you, but,
22 you have had a chance to read it, now, at any rate?

23 A. Yes.

24 Q. That is what Mr. Moore of the Pemberton
25 Realty Company says about your property. I want to
26 ask your opinion about the valuation.

27 I note he says that it is of very little value
28 except for what the store will bring in. What do you
29 say about that? Is it valuable for any other purpose?

30 A. The store?

A. Mahabane,
In ch.

Q. He says that it is of very little value except for what the store will bring in. For what else did you use it? Did you have any other value beyond the store?

You carried on your business there; what else did you do? A. (No audible answer.)

THE JURY/COMMISSIONER: Q. Did you live there?

A. Yes.

MR. HERRIN: I think that is really the answer.

Q. And was it a suitable place for one to live? A. Yes.

Q. Was the accommodation fairly satisfactory?

A. Yes.

Q. And if you could live there do you think other people would be willing to live there?

A. Yes.

Q. Your father built the rooms on the store. Did he build the garage? A. Yes.

Q. He, himself, built it?

A. Yes.

Q. And there were five rooms altogether?

A. Yes.

Q. Two at the back of the store and three on the garage. Was the garage used?

A. Yes, the garage was used.

Q. By whom? Did you use it?

A. No. We have a garage.

Q. Pardon? A. My father built it.

Q. But, who used it; who occupied it?

A. Warehouse,
in sh.
62,000.

A. My brother.

Q. Did he pay anything to you or to your father for it or did you just let him have it free?

A. Just let him have it.

Q. Did you ever have the garage rented at all?

A. No.

Q. Was it a suitable garage?

A. Yes.

Q. Quite satisfactory? A. Yes, sure.

Q. Was it in a good state of repair, referring to the house, when you left?

A. Yes.

Q. I think that is all, thank you.

EXAMINATION BY MR. CHRISTIE:

Q. When you purchased this property from your father of how much did the property consist?

I mean by that, I understand that additions were subsequently built. What was the size of the property when you purchased it from your father, and how many rooms were there?

A. Five rooms.

Q. What five rooms were they?

A. One room back of the store and four rooms in the back of the store - I mean ---

Q. What was added to the building by your father or by yourself?

MR. BREWSTER: I do not think he added anything.

MR. CHRISTIE: Q. Was this building complete

1 when you purchased it from your father?

2 A. Yes.

3 Q. What do you say with reference to the
4 statement of the Pemberton Realty Corporation that
5 this building was constructed from time to time out of
6 mill lumber, mill lumber and packing cases? What
7 have you to say with regard to that statement?

8 A. That is all new lumber.

9 Q. You say that is not correct?

10 A. No.

11 Q. In your J.P. Form which you signed on
12 May 14, 1942, you said this confectionery store at
13 3738 East Hastings was rented to Phillips. Was Mr.
14 Phillips operating the store at that time?

15 A. In evacuation time, yes.

16 Q. In 1942? A. Yes.

17 Q. And you had occupied it prior to that
18 time? (No audible answer).

19 Q. Who occupied the store as a store?

20 Who occupied the store prior to the time it
21 was rented to Mr. Phillips?

22 A. Before Mr. Phillips?

23 Q. Yes? A. Mr. Turnbull.

24 Q. And before Mr. Turnbull, yourself?

25 A. Yes, myself.

26 Q. Were all the rooms occupied, the five
27 room, apart from the store, as living quarters?

28 A. Yes.

29 Q. And by members of your family or your
30 father's family? A. Yes.

1 Q. And what was the condition of the property
2 at the time of evacuation?

3 A. Good.

4 Q. I understand that this building was built
5 of plywood siding. Is that correct?

6 A. I do not think so.

7 Q. Were you present when it was built?

8 A. That is lumber.

9 Q. Was the type of lumber plywood siding? It
10 is a cheap, thin type of lumber. My information is
11 that this building was built of plywood siding.

12 Do you know whether or not that is correct? If you
13 do not know, say so.

14 A. It was good
lumber.

15 Q. Did you, yourself, take any part in the
16 building?

17 A. My father built it.

18 Q. You did not take any part in the building
19 of the building? A. No.

20 Q. So, you do not know lumberwell enough to
21 know what type of lumber was used in the construction
22 of the building?

23 A. (No audible answer).

24 Q. Is that correct? A. (No audible
25 answer.)

26 THE SUB-COMMISSIONER: Q. Do you understand
27 the question? What kind of lumber was used in
28 building this store? A. (No audible answer).

29 MR. CHRISTIE: Q. What do you say?

30 A. I do not remember.

24
A. Hershberg,
O.R.C.

1 Q. Did you have the roof repaired in July 1942
2 by the Summit Roofing Company?

3 A. No. That time I was evacuated already.

4 MR. CHRISTIE: I want to find out if he got
5 this estimate on the roofing.

6 Q. I am producing here an estimate by the
7 Summit Roofing Company to asphalt the whole of the
8 roof. The estimate is \$35. Did you ask for that
9 estimate? A. No.

10 Q. Do you know who asked for it?

11 A. No.

12 Q. You do not know anything about it?

13 A. No, I do not know anything about it.

14 MR. CHRISTIE: I think I will tender this as
15 an exhibit, subject to proof in Vancouver. I do
16 not think that I could prove it here.

17 THE SUB-COMMISSIONER: Very well.

18 MR. CHRISTIE: Is that satisfactory?

19 MR. BROWN: Yes.

20 (EXHIBIT OF COST OF ROOFING, MARKED EXHIBIT
21 B-7)

22 MR. CHRISTIE: Q. When you arrived at the
23 valuation which you put in your claim of \$5,000.,
24 that was your own idea of what the property should be
25 worth? A. Yes, it should be worth.

26 Q. That is your own idea?

27 A. Yes.

28 MR. CHRISTIE: I think that is all of the
29 witness, your honour.

30 MR. BROWN: That is all of our claim at this

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Stage.

MR. CHRISTIE: You have no more witnesses?

MR. BROWN: No.

MR. CHRISTIE: It is submitted that the real property was sold at its fair market value.

I am tendering as Exhibit No. 8 the J.P. Form.
(J.P. FORM, MARKED EXHIBIT NO. 8)

I propose tendering as exhibits certain offers to purchase, made by the individuals.

There are two offers and I was wondering whether they should be put in as separate exhibits or as one exhibit, your honour.

THE SUB-COMMISSION: I would put them in as one exhibit.

MR. CHRISTIE: I am tendering as Exhibit 9, an offer made by Steve Nathan for \$750.

MR. BROWN: What is the date of that offer?

MR. CHRISTIE: The only date on it is that it is received March 1, 1944, which is in the form of a stamp; and, an offer of Harold D. Campbell on behalf of Mrs. Phillips, for \$800.

I tender these as Exhibit 9.

MR. BROWN: What date is that offer?

MR. CHRISTIE: Would you like to cross-examine on these at all?

MR. BROWN: No.

MR. CHRISTIE: And that offer of Mrs. Phillips made by Harold D. Campbell is dated November 2, 1943.

1
2 (TWO OFFERS TO PURCHASE PREMISES OF CLAINMAN,
3 MARKED EXHIBIT NO. 9)

4 I am tendering as Exhibit 10, Real Property
5 Summary.

6 (REAL PROPERTY SUMMARY, MARKED EXHIBIT NO. 10)

7 MR. HERWIN: I will not make the same objection
8 to these summaries, summaries of this sort, which
9 are accepted without prejudice to arguing that the
10 facts contained are not proved.

11 THE SUB-COMMISSIONER: The same will apply in
12 this case as in the other.

13 MR. CHRISTIE: I notice at the bottom it says:
14 "The above summary is certified to be in
15 accordance with information on file"
16 and it is certified by D.A. Graham.

17 Of course this will be subjective proof in
18 Vancouver?

19 THE SUB-COMMISSIONER: Yes.

20 MR. CHRISTIE: We recognize that.

21 THE SUB-COMMISSIONER: Yes.

22 MR. CHRISTIE: That is the case for the Crown.

23 THE COMMISSIONER: Very well.

24 MR. HERWIN: The property was sold on the 11th
25 March 1944 to a Mr. Hals Danielson for \$1,250.

26 THE COMMISSIONER: Yes.

27 MR. HERWIN: Thank you.

28 We have no further reply.

29 THE COMMISSIONER: Thank you. That is all?
30



(PROCEEDINGS ADJOURNED SINCE DECEMBER)

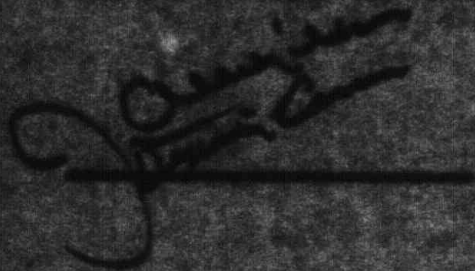
I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

A. J. Vetch

"A. J. VETCH"
Official Reporter.

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2 I, John A. Halliburton, Deputy Commissioner,
3 appointed to hear a Commission to investigate
4 claims of Japanese Canadians for property loss,
5 do certify the foregoing is a true copy
6 of the evidence heard on the within claim.
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Defence Brief

TORONTO
5 Oct. 49

Akiyasu MASUHARA

File No. 9053

Case No. 1091 ✓

REAL PROPERTY CLAIM

1. Real Property Claim

\$5000.00

Appraised at

\$1200.00

Sold for

\$1250.00

Witness: W. G. Moore, Appraiser. ✓

Submission: Sold for fair market value.

RWN/mw

Cust. File 9053
J.L. 744

BRIEF TO COUNSEL

Appraiser: R.L. Ramsay
Vancouver, B.C.
Nov. 8, 1948.

Claim of Akiyasu MASUHARA

92 acres of Lot "C" Langley Townsite as shown on Map 2735 N.W.D.
1 acre of Lot "C" Langley Townsite as shown on Sk. 8101 N.W.D.
1942 Assessment Land \$1500; Improvements \$950.

Land Registry
Office

Certified copy of application for A. Masuhara from A. Rieboldt filed Sept. 3, 1941 herewith, Title # 145737-E. It will be noted Masuhara sets out he is a merchant, address 3798 Hastings St. Vancouver at that time. Declared Value \$800. Property details are covered quite fully on appraisal form but might be further elaborated for the purpose of this brief.

Re: Acreage

Topography

L.R.O. Sketch shows 93 acres in large portion but Deed shows save and except the westerly 33 feet reducing the acreage to 92. The 92 acres portion has a heavy general slope down towards the east or down from the road on its west line to the Allard River Road on its east line.

It is quite heavily rolling with a swampy creek crossing it about 1/3 of the way back. It has swampy holes of various acreage scattered over it.

At its east line over much of its width it presents quite a drop to the Allard River Road.

The 1 acres portion is low and inclined to be wet at road with high steep bank at river offering difficult access to water and a danger of river erosion at freshet time.

House

The house (snap herewith) is of light and cheap construction. Has 2 visible concrete piers at southerly end and cedar posts at northerly end. It is set into the ground at northerly end and most of the foundation is effectively concealed. Poor ventilation is afforded and dry rot has made heavy inroads on foundation posts, joists and skirting shingles on northerly side at this date. Joists are 2 x 6 - 2 feet apart with 1 centre beam support. House is shingled all over with cull shingles put on in ornamental design 9" exposure has led to shingles twisting and method of application would have been more serviceable had tiers been evenly exposed at 6" each. Windows are cheaply framed and of mixed types.

Roof is sagged on front left end and ridge has a hump in middle showing settlement in foundation.

- (1) House has insurable value of \$200. Due to the facts, depreciation will be very heavy unless house is raised and new foundation put in.
- (2) There is no electric light available.
- (3) It is on a pioneer road.
- (4) There is little local demand for labour. The demand for this type of house on this type of property in such a location is very limited. For the above reasons my opinion was that the fair market value of this house was \$100.

Cody Purchase

To analyze the sale by Masuhara I endeavoured to get in touch with purchaser Lyle F. Cody but unfortunately he is living in Victoria. I did however trace his mother's address, 1584 Earles St. Vancouver, and I called.

She stated her son was in the wood business in Vancouver at time of purchase. He was having trouble getting supplies therefore he purchased this place figuring on the cordwood. He went out several week ends to cut and at times she went with him. Before he did much however a regulation came into force forbidding wood hauling for more than 17 miles which put this place out for his purpose. She stated he had little knowledge of prices and that he had'nt a vestige of the farmer in him and never had any idea of farming it and hoped to sell after taking wood off.

Comparative
Sale

Interviewing local residents it was discovered that D.L. 444 had been purchased from Langley Municipality in 1944 by Walter Dickson for

A. MASUHARA - J.L. 744

\$300. He looked up his receipt which indicated his payment was made June 1944. Further delving indicated that Municipal by-law # 540 filing 26146 had put a price of \$300 on this property. It consists of 53 acres, corners the Masuhara 92 acres at North West corner and is of great similarity as to soil, topography, cover (bush) and on same front road. There were no buildings on it at time of purchase.

Special Note

I am fairly familiar with land, buildings and other sales in the neighbourhood should these be brought out by claimants solicitor. The advantage of 2 roads, one on each side of this Masuhara 92 acres may be brought out to show it can be subdivided. If cut in two the similarity to the comparative is even greater. The 1 acre portion does give access to the river but due to its narrowness and high river bank it is more fancied than real.

R. L. Ramsey.

Name of Claimant **MASUNARA, Akiyama**Case **1091**Custodian File **9053**

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
1250	62.50								75.00	
<u>PERSONAL PROPERTY</u>										
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			
<u>NETS</u>										
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	
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION									75.00	

9053

December 19, 1950.

Mr. Akiyasu MASUHARA,
20 East 59th Ave.,
Vancouver, B.C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1091

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$75.00

Cheque in your favour is enclosed for \$75.00
and we have paid the Co-Operative Committee .. \$11
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director