

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
					1197.		967.33			967.33
<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 & 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			
			46%	493.00				226.78	226.78	
TOTAL RECOMMENDATION									1194.11	



1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

CASE NO: 1043

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,
May 13, 1948.

IN THE MATTER OF THE CLAIM OF

IWAO UCHIMARU

PROCEEDINGS AT HEARING.

Original

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

Toronto, Ontario,

May 13, 1948.

IN THE MATTER OF THE CLAIM OF

IWAO UCHIMARU

PROCEEDINGS AT HEARING

APPEARANCES:

J.W.G. HUNTER, Esq., appearing for the
Dominion Government.

F.A. BREWIN, Esq., appearing for the
Claimant.

A. WATSON, Esq., Secretary.

MRS. D.J. HANDFORD, Official Interpreter.

A.G. VEITCH, Esq., C.S.R., Official Reporter.



I. Uchimaru
In-Chief.

1 IWAO UCHIMARU, the Claimant herein, being
2 first duly sworn, testified as
 follows:

3 DIRECT EXAMINATION BY MR. BREWIN:

4 Q. You were the owner of a farm at Whonnock,
5 British Columbia? A. Yes.

6 Q. And you are making a claim in respect of that
7 farm? A. Yes.

8 Q. Is that right? A. Yes.

9 Q. I have here a form under the heading of real
10 estate farm land. Is that your signature?

11 A. Yes.

12 Q. And are the facts set out there correct?

13 A. Yes.

14 Q. To the best of your knowledge? A. Yes.

15 Q. Perhaps I should call attention to this, that
16 under the cost price it originally was written
17 at \$55 and it has been changed to \$5,500. Is
18 that change correct?

19 A. Yes.

20 Q. The first was apparently a typographical error?

21 A. Yes.

22 (PARTICULARS OF REAL ESTATE, FARM LAND, MARKED
 EXHIBIT NO. 1)

23 Q. Who was the owner of the property before you were?

24 A. My father.

25 Q. Your father? A. Yes.

26 Q. And he transferred it to you in what year?

27 A. In 1942.

28 Q. In 1942? A. Yes.

29 Q. I do not suppose there is any contest about
30 title.



1 Is there, Mr. Hunter?

2 MR. HUNTER: No.

3 MR. BREWIN: And the information in regard to when
4 it was purchased and the price, comes from
5 your father? A. Yes.

6 Q. He is here? A. Yes, he is here.

7 Q. He is here to give evidence, if needed?

8 A. Yes.

9 MR. HUNTER: I tender the Soldiers Settlement Board
10 appraisal as Exhibit No. 2.

11 (FARM APPRAISAL REPORT, SOLDIERS SETTLEMENT
12 BOARD, MARKED EXHIBIT NO. 2)

13 MR. BREWIN: Q. I see a statement here, that the
14 crops were rented to Mr. Redstone for \$600 on
15 your form. Have you any written document about
16 that? A. No, not just now.

17 Q. What do you mean by "not just now"?

18 A. Well, I have it at home.

19 Q. You still have it at home?

20 A. I think I have; I am not so sure.

21 Q. I thought you had been asked to bring down any
22 documents of that sort.

23 I think I would ask you to look for it and
24 let us have it if you can find it.

25 THE COMMISSIONER: Is there a chattel claim involved
26 here?

27 MR. BREWIN: Yes.

28 THE COMMISSIONER: We had better have the lease, then.

29 MR. BREWIN: Yes, my lord. I think we should have it.

30 THE COMMISSIONER: Certainly.

MR. BREWIN: Q. The information in respect to the



I. Uchijaru
In-Chief.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

lease given in the farm appraisal report is that the property is leased to B. E. Lidstone. You have "Redstone." Do you know what it is?

A. It is Lidstone.

Q. It reads:

"The property is leased to B. E. Lidstone from May 1st, 1942, to January 31st, 1943, for \$600. The 1943 lease renewal calls for payment of \$300. In case of crop failure in 1942 the 1943 lease will pertain without payment."

Is that in accordance with your recollection of the lease? A. Yes.

Q. Apart from the information which you have put in this written form, Exhibit No. 1, is there anything else you can tell us about the property?

A. No.

Q. You do not think so. You think that is fairly complete.

In respect to your claim for personal property, have you had a personal chattel form completed by you? A. Yes.

Q. Is that your signature? A. Yes.

Q. And are the facts stated there correct?

A. Yes.

Q. It is stated here:

"Household goods, garden tools, implement list attached."

Is that the list? A. Yes.

MR. BREWIN: Perhaps that should be attached.



1 THE COMMISSIONER: There is a list attached to the
2 claim form?

3 MR. BREWIN: Yes. I think that corresponds exactly
4 with that but there is in respect of the larger
5 items more information on this form.

6 (PARTICULARS OF PERSONAL PROPERTY, MARKED
7 EXHIBIT NO. 3)

8 Q. Now, the household goods and garden implements
9 are of - a value is set against them. Can you
10 tell us whether from your knowledge that is a
11 reasonable valuation you have put there?

12 A. It is.

13 Q. You put it there yourself? A. Yes.

14 Q. Did you? A. Yes.

15 Q. What time did you leave the property? Do you
16 remember the date?

17 A. The last day of May of 1942.

18 Q. The last day of May, 1942? A. Yes.

19 Q. And at that time where did you leave all of
20 these items set out here, most of them in your
21 form, in your claim form?

22 A. Well, the larger farm implements were left in
23 the sheds. The smaller - some of the smaller
24 implements were left in the shed, too. The
25 rest were in the shed but we had it locked.

26 Q. And what about the household goods?

27 A. They were left in the house.

28 Q. They were left in the house? A. Yes.

29 Q. And I suppose the furniture, the chesterfield
30 and the phonograph? A. Yes.

Q. They were left in the house? A. Yes.



1 Q. Were they left in anybody's care?

2 A. No. They were not.

3 Q. Do you know when the tenant moved in, referring
4 to Mr. Lidstone? Do you know when he moved in?

5 A. I do not know the exact date but I think it
6 was the middle of May.

7 Q. Was it after you had left or before you left?

8 A. Just before I left.

9 Q. It was just before you left. In addition to
10 what may be there or in the lease did you have
11 any arrangement with him to look after your
12 things?

13 A. No, I have not.

14 Q. And did you inform the Custodian?

15 Perhaps we might have filed the analysis
16 of personal property claim now.

17 MR. HUNTER: I tender the analysis of personal
18 property claim as Exhibit No. 4.

19 (ANALYSIS OF PERSONAL PROPERTY CLAIM,
20 MARKED EXHIBIT NO. 4)

21 MR. BREWIN: Q. Did you inform somebody from the
22 Custodian's office of the chattels which you
23 had left?

24 A. I only registered with the Custodian.

25 Q. I think probably my friend will put in the J.P.
26 form.

27 Do you know anything about an inventory
28 which was taken on December 1st, 1942? Was
29 that list of the things sent to you?

30 A. No.

Q. You do not know whether or not it was.



I. Uchimaru
In-Chief.
Cross-Exam.

1 I do not think we have anything in our file.

2 Well then, according to this claim analysis
3 it appears that under the heading of "No account
4 or theft" a very large number of these items
5 are contained which you claim. Can you tell us
6 anything about that at all?

7 A. I do not think so.

8 Q. Do you know how long Mr. Lidstone remained there?

9 A. No.

10 Q. You do not know anything about that?

11 A. No.

12 MR. BREWIN: That is all, thank you.

13

14 MR. HUNTER: It is submitted, my lord, that the
15 real property was sold for its fair market value.

16 It is submitted that the claims made for
17 personal property are exorbitant.

18 This is one of those cases where for some
19 unknown reason nothing was done about the
20 chattels at all. Mr. Anderson and Mr. Morrison
21 have been out recently to try and check up and
22 just find out what happened. It appears to
23 have been rather an oversight than anything.
24 I do not know exactly how it occurred.

25

26 CROSS-EXAMINATION BY MR. HUNTER:

27 Q. What was the arrangement you made with the
28 tenant insofar as the chattel property, that is
29 your household furniture and your farm equipment
30 was concerned?



1 A. The farm equipment we told him he could use it
2 but our own personal chattels we had no arrange-
3 ment with him at all about.

4 Q. They were left in the house. Were they stored
5 in one room or just left in their ordinary
6 position in the house?

7 A. Just in the house.

8 Q. And he had the use of the house?

9 A. He was living in another house while we were
10 there but I think he moved in after we left.

11 Q. So that it would be reasonable to assume that
12 he would be using your furniture as well?

13 A. Yes.

14 Q. I see. Thank you.

15 THE COMMISSIONER: Are you through?

16 MR. HUNTER: I think possibly I should submit, although
17 it is possibly ill-founded, that this was left
18 under the custody, control and management of
19 some other person other than the Custodian
20 appointed by the owner and that accordingly only
21 those chattels which came under the control,
22 custody or management of the Custodian are within
23 the terms of reference.

24 MR. BREWIN: Can you give me any information as to
25 how long the tenant stayed there?

26 MR. HUNTER: I am afraid I can give no more informa-
27 tion at all at the present time; I am sorry.

28 THE COMMISSIONER: Could you bring in the lease?
29 When could you bring in the lease?

30 THE WITNESS: This afternoon.



1 THE COMMISSIONER: If you would bring in the lease
2 at 2.30, it would assist.

3 THE WITNESS: Yes.

4 THE COMMISSIONER: We will not keep you very long
5 but I would like to see it, and counsel may wish
6 to examine you on it.

7 MR. BREWIN: This is a letter addressed to Mr.
8 Uchimaru, signed by Mr. Anderson, of the office
9 of the Custodian, dated February 19, 1946.

10 It says:

11 "In accordance with your letter of the 30th
12 "January, we have attached hereto a state-
13 "ment of your account at this office, from
14 "which you will note that your credit
15 "balance is \$1,005.98.

16 "Your chattels have not as yet been
17 "liquidated, but we expect will be in the
18 "very near future, at which time the net
19 "proceeds will be credited to you and our
20 "administration reported on.

21 "These funds will be available to you
22 "upon request."

23 Q. Did you receive that letter in February, 1946?

24 A. That letter?

25 Q. Yes?

A. Yes.

26 Q. Did you get that letter?

27 A. Yes, sir; I received that.

28 Q. You had apparently written on January 30
29 enquiring about your chattels?

A. Yes.

30 Q. And did you later get any report in the near



1 future about what had happened to them?

2 A. No, I have not.

3 Q. You have not got any such report? A. No.

4 MR. BREWIN: Perhaps that should go in as an exhibit.

5 Have you the claimant's letter which is referred
6 to here, January 30?

7 MR. HUNTER: What year?

8 MR. BREWIN: 1946.

9 MR. HUNTER: Here it is; it is a letter enquiring
10 as to what happened.

11 MR. BREWIN: Yes. That is what I thought. I do not
12 think it adds anything.

13 (LETTER, CUSTODIAN TO CLAIMANT, FEBRUARY 19,
14 1946, MARKED EXHIBIT NO. 5)

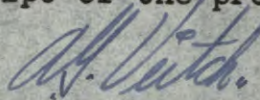
15 I think that is all.

16 Q. You can come back with that lease, if you can
17 find it? A. Yes.

18 THE COMMISSIONER: Very well. That is all for the
19 present.

20 _____
21 (PROCEEDINGS ADJOURNED UNTIL MAY 13, 1948,
22 2.30 O'CLOCK P.M.)

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

25 
26 "A.G. VEITCH"
27 Official Reporter.

28 _____
29
30

I. Uchimaru,
In Chief.

Toronto, Ontario,

May 13th, 1948. 2:30 P.M.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

MR. BREWIN: My lord, I wonder if we might just finish off the Uchimaru case. That was the last one your Lordship was dealing with. You remember we were to send Mr. Uchimaru to get a lease.

THE COMMISSIONER: Right.

IWAO UCHIMARU, resumed the stand, testified further as follows:

10

DIRECT EXAMINATION CONTINUED BY MR. BREWIN:

Q Now, Mr. Uchimaru, you have been away at lunch time and have found the lease to Mr. Lidstone, is that right? A: Yes.

Q And this is your copy of it, is it?

A Yes.

Q And I assume this is your signature on the document? A: Yes.

Q And I notice that you had the lease drawn by a Mr. Campbell of Mission City? A: Yes.

20

Q I suppose he acted for both the tenant and yourself in the transaction? A: Yes.

MR. BREWIN: My lord, may that be filed as an exhibit?

The lease is dated the 29th of April, 1942, and I think the part of it that is of interest perhaps at this stage and of importance is that in the printed part of the form which contains the following covenant: "The lessee further covenants with the Lessor that he will properly care for and account to the Lessor for any livestock, farm implements or miscellaneous tools which are left by the Lessor

30

I. Uchimaru,
In Chief.

in the care of the Lessee and such accounting will be given to the Lessor or his agent at the termination of this lease; which livestock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee." Perhaps I had better file that as an exhibit.

THE COMMISSIONER: There is no list attached?

MR. BREWIN: There is no list attached.

Q Do you know if there ever was a list attached to it?

10 A No, there was no list.

Q Was the question of looking after the farm implements discussed at the time of drawing the lease at all?

A No, it wasn't.

Q Was it ever discussed between you and the tenant?

A No, it wasn't.

Q Then, of course, if these farm implements were left in the care of the lessee, that was by inference, not by any actual arrangement? Is that right?

A Yes.

20 MR. HUNTER: He says they were in the lease.

THE COMMISSIONER: The lease will have to speak for itself, anyway. That will be Exhibit 6.

(LEASE MARKED EXHIBIT NO. 6).

MR. HUNTER: No questions, my lord.

MR. BREWIN: My lord, in this particular case ~~kyour~~ Lordship will recall this witness said that his father had been the person who originally purchased the land from whom he had got part of the information in the form. His father is here and I think perhaps I should have him verify that.

30

I. Uchimaru,
In Chief.

THE COMMISSIONER: What was it -- as to cost?

MR. BREWIN: Yes, my lord, and as to what he paid for the property originally.

THE COMMISSIONER: That is shown in the form and Government counsel is not questioning it, apparently.

MR. BREWIN: You don't want to question it?

MR. HUNTER: We can check in the Land Registry Office.

THE COMMISSIONER: Yes. I will take the form, as I have
10 said before, as prima facie proof of the facts it
contains. That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

base 1043

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

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

ACKNOWLEDGED
B

9621
Toronto

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

(1) NAME Uchimaru Iwao (RCMP) Reg. No. 13535
(Print) Surname Given Name

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

(3) Present Address 25 Kensington Avenue, Toronto, Ontario.

(4) REAL ESTATE
(a) Street Address (if any) Maple Ridge B.C.
City or Municipality, Province

best

(b) Legal description (lot number, block number, section number, etc.)
Municipality of Maple Ridge, Part 9, 95 acres more or less of the
E. 1/2 of the S.E. 1/4 of Section 1, Township 12 as shown and outlined
in red and lettered "B" on sketch dep. No. 2935, District of
New Westminster, C. of E. 50561

(c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) Residence Type of business Small fruit farm
(iii) ~~Business~~
(iv) Any other type of property (describe) _____

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

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - \$ 3000.00
(ii) Buildings - - - - - \$ 1200.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$ _____
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 4200.00
(v) Amount at which Custodian sold property and credited your account - - \$ 1197.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 3003.00

(5) PERSONAL PROPERTY
(a) Place or places at which property was left by the claimant at date of evacuation
on the property at Maple Ridge
(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
house and shed
(c) How stored or packed at time of evacuation as is in the house and locked in
the shed.

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

in no one's care

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

- 1. See attached list Estimated Value \$ 1058.00
- 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 \$ 1058.00

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - \$ 4061.00

(6) (a) Place at which claimant prefers to be heard. (b) Do you require the services of an interpreter at the hearing? Yes or no No

(Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)

Toronto

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

DOMINION OF CANADA }
of)
TO WIT: }

I, Iwao Uchimaruru of the City of Toronto in the Province of Ontario.

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 22nd day of November)
A.D. 1947.)

RA Best
Iwao Uchimaruru
A Commissioner &c.

N.B.— THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

November 26, 1947.

Iwao Uchimaru

FARM IMPLEMENTS

1	Plough	20.00	1	Shingle knife	4.00
3	Scuffers	40.00	4	Hammers	4.00
4	Saws	40.00	2	Iron bars	3.00
8	Hoes	15.00	3	Whipple-Trees	3.00
5	Hooks	15.00	2	Tree pruners	8.00
3	Blocks & Cable 200'	30.00	1	Sigh	7.00
4	Shovels	8.00	1	Can sprinkler	1.00
7	Mattocks	10.00	1	Bee hive	3.00
5	Axes	10.00	2	Wedges	2.00
9	Sickles	12.00	3	Hammers (Sledge)	5.00
2	sprayers	25.00	1	Roll barbed wire	4.00
1	Scale (wt.)	8.00	2	Hay forks	3.00
2	Picks	2.00	2	Mole traps	2.00
				50' Rubber Hose	3.00

Total - \$287.00

FURNITURE

3	Piece Chesterfield	202.00	1	Dresser	40.00
1	Couch	20.00	1	Set Encyclopedia	40.00
3	Tables	30.00	4	Dozen Records	25.00
1	Cupboard (2 $\frac{1}{2}$ x4'x6')	15.00	2	Boxes Books (text)	15.00
10	Chairs	20.00	3	Stoves (warm)	25.00
1	Gramophone	20.00	3	Stoves (Kitchen)	80.00
6	Lamps	6.00		Utensils	75.00
5	Beds (complete)	160.00			

Total - \$771.00

UCHIMARU, Iwao
(Claimant's Name)

REAL ESTATE
(Farm Land)

13535
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared	.80	1920	G. Tsujita	55.00			
Cultivated not planted				5500.00			
Cultivated and not in crop							
List Crops							
Strawberries, Raspberries & fruit trees	3.40				4 acres cleared cult. with strawberries & raspberries	Cleared 5A	\$4200.
Small fruits, rhubarb & Asparagus	5.75						
Total							

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

Description	When Made	Cost
150' underground drain 6" tile	1937	150.
1350' " " Wooden	1930	600.
Well - 8' x 8' x 18'	1920	100.
6' x 6' x 14'	1930	60.

BUILDINGS		Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Frame House	(20 x 33			1920	325.)	50.)	100.)	300.	825.
Add.	(12 x 16			1935	450.)	100.)	100.)		
Sheds	(12 x 35			1935	30.				
	(12 x 15			1930		50.	50.	75.	130.
	(15 x 30			1934	75.				
Frame House	21 x 21			1918	250.	50.	50.	100.	250.
Garage	15 x 24			1937	25.	-	10.	10.	25.
1 Shed				1925	70.	70.	70.	75.	135.

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

Crops rented to Mr. ^{S. d. Stone} Redstone for \$600.
The above information is the cost of actual amount paid out or near approximate as possible.

EXHIBIT No. 1043-1
DATE 13 May 1948
FILED BY J.A. Brewin

I. Uchimaru
K. Uchimaru

Signature

BC-190-P
BC-2058-A

Farm Appraisal Report

File No. JL-132

Land Description Pt. 9.75 acs. of E $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 1, Tp. 12,
"B" on Plan 2935.

Containing 9.95 Acres

Owner's Name I. UCHIMARU Post Office Address R.R., Whonnock, B.C.

Nearest Rail Point Whonnock Distance 2 miles

Market Town New Westminster Distance 28 "

Church (give denomination) Whonnock - Protestant Distance 2 "

Nearest School Whonnock Distance 2 "

State how property was identified: Map location and corner post

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

Is this district a good one? Fair.

Employment opportunity Extremely limited - 8 miles to Haney & sawmills.

Predominating Nationality and religion: Mixed, Japanese predominating.

Describe Fencing and its condition: No fences. Value \$

Water supply: 3 wells, good supply. Value \$

BUILDINGS ON FARM

9621

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE (1)	20 x 33	Frame	1 st.	Shgl.	20 yrs.	Wood	Fair	300.00
Addn.	12 x 16	"	"	"	"	"	"	
Shed	(12 x 35	Poles & Shks	8'	Shke.	"	"	"	50.00
BARN Shed	(12 x 15	" "	8'	"	"	"	"	
Shed	15 x 30	Lbr. & Shke.	6'	"	"	"	"	
BARN	x							
House (2)	21 x 21	" Shgle.	7'	Shgl.	"	"	"	100.00
GRANARY	x							
Garage	15 x 24	Lumber	7'	Shke.	"	"	Poor	20.00
Pkg. Shed	24 x 36	Poles & Shks	10'	"	"	"	Fair	80.00
	x							
	x	Several small outbuildings of no value.						

Total present day value \$ 550.00

Total Value Buildings add to farm \$

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

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

House (1) 5 nil Wood & paper
No. rooms downstairs? 4 Upstairs? " How finished " "

Are buildings painted? No. Condition of paint -

Distance from nearest bush Over 100 yards.

EXHIBIT No. 1043-2
DATE 13 May 1948
FILED BY J. G. Hunter

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
5.75	^{5.75} Gentle slope	Sandy loam 1-2 ft.	Gravel & Sand	Small fruits, rhubarb, & asparagus.	100.	575.00
3.40	^{3.40} Steep banks & gully	Sandy loam 10-18"	" "	Straws, raspberries, scattered fruit trees	40.	136.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.		NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	
.80	^{1.80} Gully bottom and bush		nil		10.00	8.00

Total value of Land \$ 719.00

Total added by buildings to value of farm \$ 500.00

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

Total value of farm \$ 1219.00

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

On 5.75 acs. the land is in good state of cultivation. Property operated by Japanese owner 20 years. At present time leased to B.E. Lidstone.

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

Small fruits and poultry.

Noxious weeds:

None of consequence.

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

District of Maple Ridge - 1942-\$29.61.

Date:

Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 20th day of May 1942.

Inspector's Signature

"H.L. SINCLAIR"

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

Farm Appraisal Report

JL-132 - I. UCHIMARU

Remarks:

On 5.75 acs. of this property the land has a gentle slope to the South, soil a good depth and growing crops in good condition - land well cultivated. Buildings are situated on this portion.

On 3.40 acs. the land comprises steep banks, cut by gullies. This area is in raspberries, strawberries & scattered fruit trees. On portion of this acreage, small fruit crops are in fair condition, but in my opinion, only an Oriental would successfully work this portion of the holding.

The two houses are in fair condition, metal chimneys pertain.

The property is leased to B.E. Lidstone from May 1st, 1942, to Jan. 31st, 1943, for \$600.00. The 1943 lease renewal calls for payment of \$300.00. In case of crop failure in 1942 the 1943 lease will pertain without payment.

Electric power is not available for this property; nearest connection for power 700 yards to West.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

(Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

Present Value

A few mixed fruit trees, for home use. \$

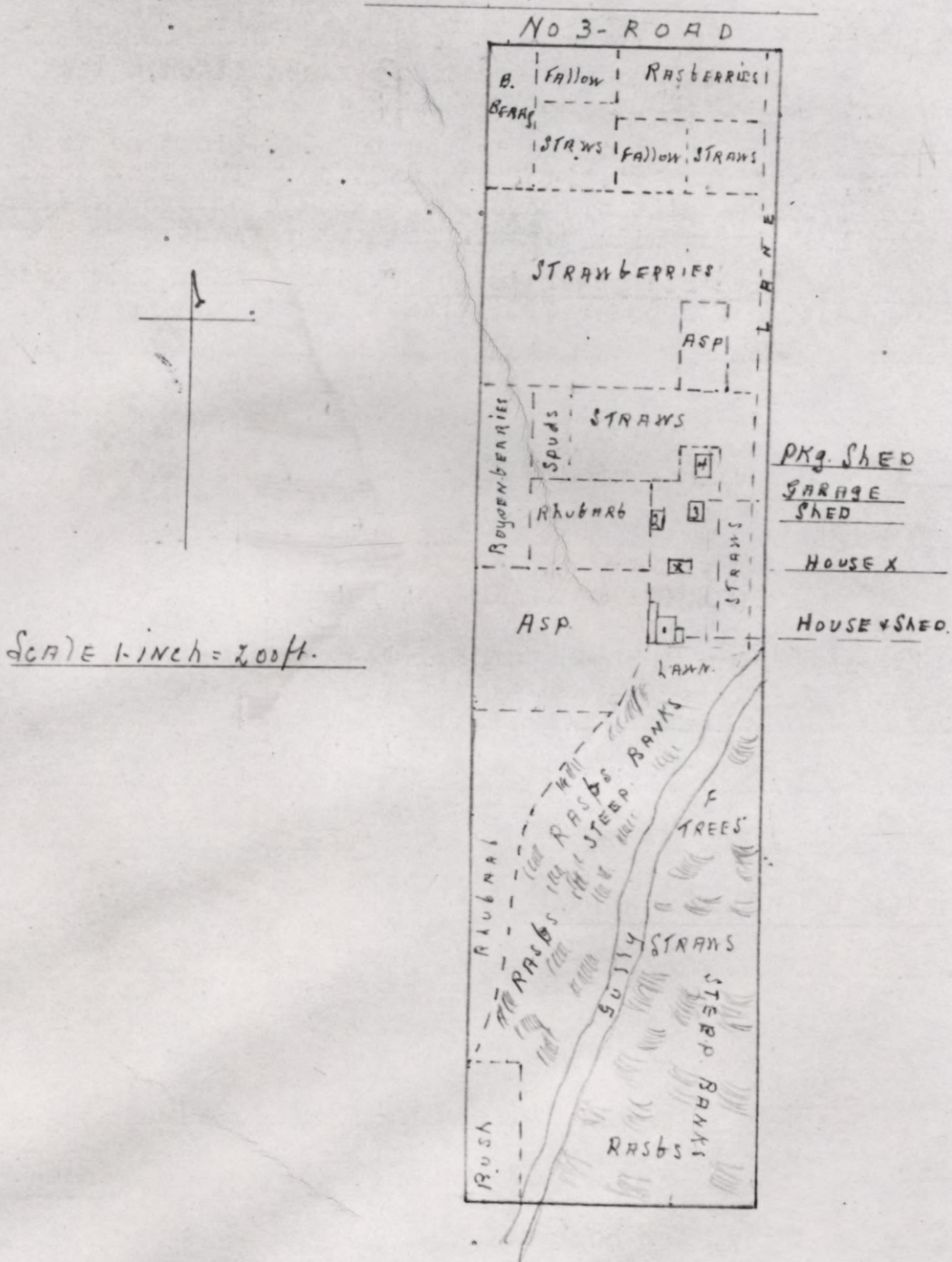
Blackberries	-	.18	acs.	\$
Fallow	-	.27	"	\$
Raspberries	-	.54	"	\$
Strawberries	-	2.47	"	\$
Asparagus	-	.79	"	\$
Boysenberries	-	.29	"	\$
Rhubarb	-	.44	"	\$
Garden	-	.17	"	\$
Lane & Buildings	-	.60	"	\$

Strawberries, Raspberries, Fruit Trees - 3.40 acs. \$

Total \$

Amount fruit trees add to value of farm \$

Diagram of Property



PT. 995 ACS of E 1/2 of S.E. 1/4 SECT. 1 - Twp. 12 - B on PLAN 2935.

I. UCHIMARU.

Following careful review of this appraisal report, it is my opinion that the present value is \$ 1000.

Date 26th May 1942

[Signature]

District Superintendent.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
1 Plough	1935	New	28.00	Good	20.00
3 Scuffers	(1930 & 1940)	New	59.00	Fair & Good	35.00
4 Saws (2-6', 1-8', 1-7½')	(1930)	"	30.00	Fair	15.00
3 Blocks & 200'-1" cable	1937	Used	40.00	Fair	25.00
2 Sprayers	1938	New	(20.00 & 7.00)	Good	18.00
3 Beds	1928	"	60.00	Fair	25.00
3 pc. Chesterfield	1930	"	120.00	Good	60.00
1 set Encyclopedia	1938	"	60.00	"	40.00
4 doz. records	1936-41	"	40.00	"	25.00
1 Phonograph	1930	"	60.00	"	20.00
3 Stoves (worn)	1934	"	30.00	Fair	10.00
2 Stoves (kitchen)	1930	"	45.00	"	10.00

(List Household goods
Attach.) Garden tools & implements

101.00
89.00

190.00
\$493.00

Description of Storage of Goods:

All these items were either stored in houses or in sheds.

General Statement as to Chattels not Described above:

EXHIBIT No. 1043-3
DATE 13 May 1948
FILED BY Z. a. Brown

Additional Comments, if any:

Summary Full claim - 493.00
Sold by custodian - 0

I. Uchimaru
Signature

Garden Tools & Implements

8	Hoes	5.00
5	Garden Hooks	5.00
7	Mattocks	7.00
1	Scale	5.00
4	Shovels	4.00
5	Axes	6.00
2	Picks	2.00
1	shingle knife	3.00
4	Hammers	2.00
2	Crow bars	2.00
3	Whipple trees	3.00
2	Tree pruners	4.00
1	Sigh	5.00
1	Bee hive	3.00
2	Wedges	1.00
3	Edge hammers	4.00
2	Hayforks	3.00
2	Mole traps	2.00
100'	Rubber hose	5.00
1	Harrow	5.00
2	Wheelbarrows	8.00
9	Sickles	5.00

\$89.00

Household Goods

1	Couch	10.00
3	Tables (large)	12.00
1	Cupboard	6.00
10	Chairs	7.00
6	Lamps	5.00
2	boxes books(text)	20.00
2	Urns(12 gal.size)	5.00
2	Trunks	6.00
	Pots & dishes	30.00

\$101.00

Total - 89.00
101.00

\$190.00

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. _____

EXHIBIT No. _____

NAME Iwao UCHIMARU

REG. No. _____

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
DECLARATION <u>May 19/42</u>	TAKEN BY <u>S.C. Carlsen & R. M. Anderson</u>					
EVACUATION <u>June 19/42</u>	DATE <u>Dec. 1/42</u>					

Furniture	✓ 1 Plough	20 00	
Farm implements	✓ 3 scufflers { 2 Cultivator 1 Sick Harrow }	40 00	
Garden tools,	✓ 4 saws	40 00	
Carpenters tools	✓ 8 hoes	15 00	
Kitchen utensils	✓ 5 hooks	15 00	
Sewing machine	✓ 3 blocks & cable 200'	30 00	
Gramophone	✓ 4 shovels	8 00	
Chesterfield	✓ 7 mattocks	10 00	
Bee-hive	✓ 5 axes	10 00	
Bicycle	✓ 9 sickles	12 00	
Carpets	✓ 2 sprayers	25 00	
Spray machine, etc.	✓ 1 scale (wt.)	8 00	
	✓ 2 picks	2 00	
	✓ 1 shingle knife	4 00	
	✓ 4 hammers	4 00	
	✓ 2 Iron bars	3 00	
	✓ 3 whipple-trees	3 00	
	✓ 2 tree pruners	8 00	
	✓ 1 Sigh (Scythe)	7 00	
	✓ 1 can sprinkler	1 00	
	✓ 1 bee hive	3 00	
	✓ 2 wedges	2 00	
	✓ 3 hammers (Sledge)	5 00	
	✓ 1 roll barbed wire	4 00	
	✓ 2 hay forks	3 00	
	✓ 2 mole traps	2 00	
	✓ 50' Rubber Hose	3 00	
	✓ 3 piece chesterfield	200 00	
	✓ 1 couch	20 00	
	✓ 3 cables	30 00	
	✓ 1 cupboard (2½' x 4' x 6')	15 00	
	✓ 10 chairs	20 00	
	✓ 1 gramophone	20 00	
	✓ 6 lamps <i>5 only</i>	6 00	
	✓ 5 beds (complete)	160 00	
	✓ 1 dresser	40 00	
	✓ 1 set encyclopedia	40 00	
	✓ 4 doz. records <i>(29 only)</i>	25 00	
	✓ 2 boxes books (text)	15 00	
	✓ 3 stoves (warm)	25 00	
	✓ 3 stoves (kitchen)	80 00	
	Utensils	75 00	
		\$1058.00	

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO.

9621

506 ROYAL BANK BLDG.
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

19th February, 1946.

Mr. Iwao UCHIMARU,
Registration No. 13535,
96 McCaul Street,
Toronto, 2 B,
Ontario.

Dear Sir:

In accordance with your letter of the 30th January, we have attached hereto a statement of your account at this office, from which you will note that your credit balance is \$1005.78.

You chattels have not as yet been liquidated, but we expect will be in the very near future, at which time the net proceeds will be credited to you and our administration reported on.

These funds will be available to you upon request.

Yours truly,

EXHIBIT No.

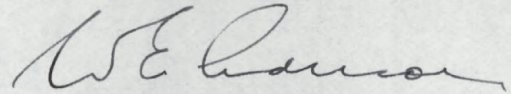
1043-5

DATE

13 May 1948

FILED BY

Z. a. Brown



W.E. Anderson,
Administration Department.

WEA:HA
Encl.

FARM LEASE

THIS INDENTURE made in duplicate the 29th day of April A.D., 1942.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:- **IWAO UCHIMARU** of **Whonnock**
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

BORDEN E. LIDSTONE of the same place
Farmer
(hereinafter called the Lessee)

EXHIBIT No. 1043-6
DATE 13 May 1948
FILED BY J. a. Brewin

Of the Second Part

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

**Block "B" of the South East quarter of Section One (1)
Township twelve (12) containing ten (10) acres**

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

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of **nine (9)** months to be computed from the **first** day of **May** A.D. 1942 and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of **Six hundred (\$600.00)** Dollars of lawful money of Canada (the receiptwhereof is hereby acknowledged).

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

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

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

Three (3) acres of strawberries

One and one half (1½) acre of raspberries

One quarter (¼) acre of blackberries

One quarter (¼) acre of boysenberries

One (1) acre of rhubarb

One (1) acre of asparagus

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

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

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

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

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

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

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

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

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

IT is understood and agreed that the rental price for the year 1943 shall be Three hundred (\$300.00) Dollars

IT is expressly understood and agreed by and between the parties hereto that the Lessee may assign this lease to any person capable of carrying out the provisions thereof, provided the approval and permission of the Lessor or his Agent is first had and obtained, and for the purpose of this clause Pacific Co-operative Union is the Agent of the Lessor.

PROGAM...
MADE IN...

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

Signed, Sealed and Delivered by

IWAO UCHIMARI and BOBEN E. LIDSTONE
in the presence of

I. Uchimaru
B. E. Lidstone

M. M. Fletcher

AFFIDAVIT OF EXECUTION

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

1. That I was personally present and did see the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.
4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City in the Province of British Columbia this twenty ninth day of April A. D. 194 2

M. M. Fletcher

M. C. P. Bell
A Commissioner for taking affidavits within British Columbia.

Dated 29th day of April A.D. 194 2

IWAO UCHIMARU

TO

ROBERT F. LIDSTONE

FARM LEASE

Lease

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

9-17-41 P. 52 to 1