Name of Claimant HOYANO, Toyozo Case 360

Custodian File 7352

REAL PROPERTY											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% there-of	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	
					923.00		1175.07				1175.07

PERSONAL PROPERTY								
Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	

NETS						
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS								
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	

TOTAL RECOMMENDATION	1175.07

CASE NO: 360.

JAPANESE PROPERTY CLAIMS COMMISSION

Nelson, B. C.,

March 8th, 1948.

IN THE MATTER OF THE CLAIM OF

TOYOZO HOYANO.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 360.

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).

10 Nelson, B. C.,

March 8th, 1948.

IN THE MATTER OF THE CLAIM OF

TOYOZO HOYANO.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

A. WATSON, Esq.,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
G. HAMBLETON, Esq.,	Official Reporter.

30

MR. HUNTER: My lord, there is one case which my friend is going to withdraw, anyway, and one of these files I only got this morning, and I would like to take the noon hour to go over some of them. I think it would facilitate it in the end if we could have an adjournment now until after lunch.

THE COMMISSIONER: There is no objection, we made good progress this morning.

MR. FISHER: We might, if my learned friend might permit me, put it in and he can reserve cross-examination until after lunch.

THE COMMISSIONER: No objection to that, I take it.

MR. HUNTER: No, my lord.

THE COMMISSIONER: We can save that much time.

TOYOZO HOYANO, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

MR. FISHER: In this instance, my lord, there is quite a substantial amendment to the claim. It turns out this man' thought he owned the property completely. He tells me the matter was all in the hands of lawyers and they told him it was all cleaned up. He finds now he is only registered as to one-third interest and the other two registered owners went to Japan in 1931. I suppose it is a case of some lawyer forgetting to clean the matter up. We make the reservation that if at a later date the title can be completed, the claim would revert to its original form. So

that it is now as to one-third interest, instead of $2700.00 it would be $900.00 and he received one-third of the proceeds which is $307.66, leaving a net claim by this man of $592.34, subject to proof at a later date if we can get it, that he is entitled to the complete interest.

I will trouble my friend to file the Soldier Settlement Board appraisal.

THE COMMISSIONER: You are putting in, first of all, your own statement.

MR. FISHER: Yes, I will put in my own claim first.

DIRECT EXAMINATION BY MR. FISHER:

Q You remember Mr. Leckie interviewing you in Slocan and taking the details of your farm and property?

A Yes.

Q And the information you gave him as to all of it istrue to the best of your information and belief?

A Yes.

Q You might sign this form, then, if you would, that was prepared on your instructions.

A (Witness complies).

MR. FISHER: It will then be marked Exhibit 1, my lord.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. FISHER: Then the farm appraisal report is Exhibit 2.

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 2).

MR. FISHER: In connection with the farm appraisal report and the statement filed, I ask to point out that this man bought the property without buildings

for $2500.00 in 1931. You might ask him if that is correct, whether he bought it for $2500.00 in 1941.

A Yes.

MR. FISHER: And he values the buildings that he put on at $270.00. The appraiser concedes the valuation of $315.00 on the buildings so that the discrepancy is on the valuation of the acreage -- or the dispute -- and in that regard the claimant wishes it brought out that the acreage under cultivation is 5½ acres rather than 4½, as shown by the appraiser.

I will ask my learned friend to give me the assessed values which I understand are land, $900.00; buildings, $650.00 or a total of $1550.00.

MR. HUNTER: That is correct, my lord. Your Lordship will notice that the gross proceeds were about $922.00.

MR. FISHER: Q: This farm land had a sprinkler system as well, had it not? A: Yes.

Q And operated in conjunction with the adjoining property of the father, I believe, or a relative?

A There was a creek there but for convenience he drew his water from another point and used a sprinkler system.

MR. FISHER: That is all, my lord, that I wish to bring out. Do you reserve your cross-examination until after lunch?

MR. HUNTER: If you don't mind.

(PROCEEDINGS ADJOURNED TO 2:30 P.M.)

Certified a true and accurate transcript.

Gordon Hambleton

"G. HAMBLETON"
Official Reporter.

(2:30 P.M. PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

TOYOZO HOYANO, resumed the stand, testified further as follows:

MR. FISHER: My lord, there is one further thing which should be stated for the record in connection with this man's claim, that is he and his wife had filed a claim which appears on the list as No. 23, and which has been withdrawn, and the claim that he has made today has been limited to a small adjoining farm, you might say. The chattels and equipment in conjunction with it have all been put in Mrs. Hoyano's claim which will be the next case on the list.

THE COMMISSIONER: Well just let me follow you. 23 is a chattel claim.

MR. FISHER: It was a joint property claim at one time and it is now being withdrawn, and practically all of the property that was involved had been transferred in the claim which is Mrs. Hoyano, No. 22 on the list.

THE COMMISSIONER: Oh, I see. 23 is withdrawn, then?

MR. FISHER: That is correct, my lord, and the present witness has confined his claim to a small adjoining farm, and limited it to the real estate only.

THE COMMISSIONER: Yes, I see.

MR. HUNTER: My lord, do I understand that she is claiming for farm equipment, and that type of thing, on his behalf, or is she stating it was hers?

MR. FISHER: I think it will be on his behalf, my lord.

THE COMMISSIONER: I suppose it makes no difference, Mr. Hunter, as long as the claim is disposed of finally.

MR. FISHER: There are a lot of his household goods, and I think Mr. Leckie in preparing this decided he might as well have her claim for the farm equipment along with it.

MR. HUNTER: I suggest, my lord, in that event that this witness be made available for that claim. It is hard if she is claiming it on his behalf to examine her on it.

MR. FISHER: That is quite satisfactory, my lord.

THE COMMISSIONER: Yes, aslong as this witness stands by in the meanwhile. All right, Mr. Hunter.

MR. HUNTER: It is submitted, my lord, that this property was sold for its fair market value.

CROSS-EXAMINATION BY MR. HUNTER:

Q Mr. Hoyano, I would like to find out something about the lease of this property. Did you lease this property and another one to the Richmond Growers Limited, or were there separate leases?

A I leased two properties to Richmond Growers Association.

Q This copy of a lease apparently just refers to the one property. Were there two written leases?

A Yes.

Q Two written leases. I notice in this lease that it says that the tenant has the use of all the tools and household furniture on this property.

Now does that only refer to household tools and equipment on your own property?

A Yes.

Q Q That only refers to the household chattels and equipment on Lot 2? A: The agreement was to loan the farming implements only.

Q Yes, but is that the farming implements on this property, Lot 2, or does it include the farming implements used on the neighbouring lot for which

10 his wife is claiming?

A The witness doesn't understand this Lot 3.

MR. FISHER: My lord, the question might be re-worded to ask him if his wife's claim for farm equipment includes any that is on this lot.

THE COMMISSIONER: Well, I will leave it to Mr. Hunter. He is the one putting the question.

MR. HUNTER: Q: Your wife is claiming for farm equipment on your behalf? A: Yes.

Q Does that include the tools which are the subject

20 of this lease? A: The claim for tools by my wife is included in the 8 acre lot.

Q Then the tools which you have agreed in this lease to let the Richmond Growers Company Limited use are not included in your wife's claim for tools which she is making on your behalf, is that true? Just a second, now. Did you have two sets of farm implements? A: No, just one set.

Q Then the tools which you have in here were the

30 tools which were used on both properties, is that

correct?

A Yes.

MR. HUNTER:. Possibly my friend will admit this is a copy of the lease.

MR. FISHER: Yes.

MR. HUNTER: It should be filed, my lord. The date is the 13th of June, 1942, from the claimant to the Richmond Growers Company Limited.

(LEASE MARKED EXHIBIT NO. 3).

10 THE COMMISSIONER: In view of the last answer, Mr. Fisher, I take it that the tools that are mentioned in this lease, Exhibit 3, are the same tools, or part of those tools which are claimed by the wife in claim No. 22.

MR. FISHER: Yes, I think it would be correct to state that, my lord. There were apparently two leases, both with the same company, so it makes it a little confusing. Not only is Lot 2 his property, but his wife had included the same houses which were subject to separate leases. I suppose they figured they were getting everything in the lease.

THE COMMISSIONER: Then claim 22 will be claim No. 361 on the main list.

MR. FISHER: Yes.

MR. HUNTER: Q: Did you have two sets of household furniture? A: No. There were no household goods on the 10 acre lot.

Q In other words, the household furniture referred to in this lease is the household furniture for which your wife is claiming?

30

A Yes, and the household equipment on the 8 acre lot was rented in my wife's name.

MR. HUNTER: Yes. There are no other questions, my lord. It is a straight question of value.

THE COMMISSIONER: Before we leave this claim, Mr. Fisher, I observe in Exhibit 1 that the estimate of value of the land and improvements is $2700.00, and then apparently there is a valuation on buildings of $270.00. Is that correct, a total value of
10 $2970.00?

MR. FISHER: No. I ask to have that amended to correspond with that, my lord. I am not sure whose figure this is, but I guess his own figures on the original claim are land, $2500.00; building, $200.00.

MR. HUNTER: It shows lands and improvements, $2700.00.

THE COMMISSIONER: That is right. So that the $2700.00 will be the total claim for the entire interest in the land and improvements.

MR. FISHER: That is correct, my lord.

20 THE COMMISSIONER: And this man is now claiming in respect of an undivided one-third, is that correct?

MR. FISHER: That is right, subject to his right at a later date if he can get his legal problems straightened out.

THE COMMISSIONER: That is beside the point. Presently his claim for land and improvements is $900.00, less what he has received.

MR. FISHER: That is correct.

THE COMMISSIONER: Less what he received.

30 MR. FISHER: Yes, $307.66.

THE COMMISSIONER: Making his claim $592.34.

MR. FISHER: That is correct.

MR. HUNTER: I have some information on the title, my lord. I don't know whether it is of any interest.

THE COMMISSIONER: It might be as well to read it into the record.

MR. HUNTER: It says, "Examining the memorandum respecting the change of title by Mr. Cramer, datedthe 1st of November, 1943, it is seen that as of 1913, two titles were issued, one for two-thirds interest for Yamasaki and Okazaki and another one-third interest to Okazaki. Presumably later shown that Okazaki intended to sell to Hoyano the whole area, but probably was overlooked there was one-third interest still to Hoyano -- Okazaki -- and the parties concerned simply took the single title to the one-third to the notary, Lounsbury, first asking him to make out the agreement for sale, later asking him to make out a deed. There can be no doubt they paid Lounsbury who completed the documents as he understood the situation to be. The result is that the claimant has a defective title--". I understand Mr. Okazaki is dead. All he has is a one-third interest, though they apparently intended to convey the whole thing, my lord.

THE COMMISSIONER: At what price was this property sold?

MR. FISHER: It would be three times $307.66, my lord, $922.50, approximately.

MR. HUNTER: $923.00, my lord. There is one other thing,

my lord; I would like to have the photograph identified.

Q Do you recognize that photograph, and, if so, what it it? A: That is a picture of my house on the property.

MR. HUNTER: I put this in, my lord. Have you seen this, Mr.Fisher?

MR. FISHER: No, I haven't, Mr. Hunter.

(PHOTOGRAPH MARKED EXHIBIT NO. 4).

10 MR. FISHER: I don't think there is any dispute over the valuation of the house, my lord. The valuator places it at $315.00.

THE COMMISSIONER: Well that is a matter for cross-examination of the valuator by your side later, Mr.Fisher. I don't know that we are greatly concerned about it now.

MR. HUNTER: I have no further questions, my lord.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

20 I hereby certify the foregoing to be a true and accurate transcript of the proceedingsherein.

T.P. Horrobin

"T.P. HORROBIN"
Official Reporter.

30

Case 360 DEC - 5 1947

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

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

ACKNOWLEDGED

1352 The Nelson

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

(1) NAME HOYANO (Print) Surname TOYOZO Given Name (RCMP) Reg. No. 14326

(2) Pre-Evacuation Address POWERLE. RD., PT. HAMMOND, B.C.

(3) Present Address SLOCAN B.C.

(4) REAL ESTATE

(a) Street Address (if any) MAPLE RIDGE (City or Municipality) B.C. (Province)

(b) Legal description (lot number, block number, section number, etc.) LOT 2 OF 241 GROUP 1 MAP 1750 IN THE DISTRICT OF NEW WESTMINSTER

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

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

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

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

(i) Land - - - - - - - - - - - - - - - - $ 2500.00 900
(ii) Buildings - - - - - - - - - - - - - - - - $ 200.00 307 66
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - $ claim 592 34
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 2700.00
(v) Amount at which Custodian sold property and credited your account - - $

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation Powerline Road Pt Hammond BC

(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")

Richmond Flowers Ltd
Vancouver. B.C.

(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) - $ 2700.00

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

New Denver

(b) Do you require the services of an interpreter at the hearing? Yes or no Yes.

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

DOMINION OF CANADA)
of)
TO WIT:)

I, Toyozo Hoyano of the City
of Slocan in the Province of British Columbia

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 Slocan)
in the Province of British Columbia)
this 29th day of November)
A.D. 1947.)

Toyozo Hoyano

Howard Sarles
A Commissioner &c.
a Notary Public in & for the Province of British Columbia

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.

_____
_____
_____
_____

Tayozo Hoyano —
(Claimant's Name)

REAL ESTATE
(Farm Land)

— 14326 —
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared about 2½ ac Cultivated not planted 2½ ac (apprx) Cultivated and not in crop 5 ac (")	10 ac ±	Sep. 1931	S. Okazaki	$2500.00	7½ ac cleared 2½ uncleared	House & 30 apple trees	$2700 (land & improvements)

List Crops
strawb — 1 ac
raspb 1 ac
asparagus 2 ac
hops 1 ac
Total 5 ac (apprx)

EXHIBIT No. 360-1
DATE 8 Mar 1948
FILED BY a. Fisher

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

Description	When Made	Cost
cultivated and cripped 5½ ac from year to year after purchase —		

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
1 chicken house	16X16	Shiplap Shingle roof	1938	— own labour + purchased material —				apprx Cost $100.00
1 " Improved House	16X24	"	1940 —	"	"	"	"	" " $130.00
			in 1935 — put on new roof —					apprx cost (labor + materials) $40.00

Comments re appraisal — The appraiser has underestimated my acreage in cultivation. I had in crop a total of 5 ac as noted above. He fails to mention the chicken house erected in 1940. In my opinion the value he places on the property is much below the fair market value

Comments ~~re Appraiser's report not covered by above information:~~
There is ample water supply from the creek on this property. My property would be self-sufficient in this respect, without reliance upon the electric pumping plants on my wife's former property (adjoining). In view of the cleared acreage and the acreage in actual good cultivation, I declare that this conveniently located holding was worth, at the fair market value, at least the sum of $2700 when sold by the Custodian

T. Hoyano
SIGNATURE

BC-37-P
BC-2190-B

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

Farm Appraisal Report

File No. JL-54

Land Description Pcl. 2, Gp.1, D.L. 241, Plan 1750.

Containing 10 Acres

Owner's Name HOYANO, Toyozo Post Office Address Hammond.

Nearest Rail Point Hammond, B.C. Distance 1½ miles

Market Town New Westminster Distance 16 "

Church (give denomination) Hammond-all denominations Distance

Nearest School Hammond (Bus to high school-4 miles) Distance 1½ "

State how property was identified: Map location

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

Has direct access to good gravel road.

Is this district a good one? Yes.

Employment opportunity 2 sawmills, 1 brick yard, 1 peat plant.

Predominating Nationality and religion: Mixed residence-Japanese predominate.

Describe Fencing and its condition: West boundary only-wire. Value $

Water supply: Ample domestic water-from creek. Value $
Electricity-Power line nearby - lights installed.

7352-7353

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	20 x 30	Frame	1 sty	Shgl.	20	Wood	Fair	300.00
Chicken hse.	15 x 15	"	"	"	20	"	Poor	15.00
BARN	x							
	x							
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

EXHIBIT No. 2 DATE 5 mar 1948 FILED BY D. Jackson

Total present day value $ 315.00

Total Value Buildings add to farm $ 300.00

Is dwelling habitable without repairs? Yes. If not what is your approximate estimate of cost to make it habitable? A poor type of structure but serviceable.

$

Describe the basement and chimneys: No basement - brick chimney on bracket.

No. rooms downstairs? 4 Upstairs? nil How finished Wood & paper.

Are buildings painted? No. Condition of paint -

Distance from nearst bush Adjacent to bush on West.

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
4.50	Slightly undulating 4.50 acres	Sandy loam 18"	Clay	1 ac. Hops. 1¼ " Asparagus ¼ " Raspberries ¼ " Strawberries Balance-no crop	100.00	450.00

Area which can be cultivated without cost other than for breaking.

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE	TOTAL
2.25	Rolling Hill 2.25 acres	Sandy loam 18"	Clay	Used for domestic pasture	70.00	157.50

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
3.25	Level 3.25 acres 10.00 acres	Sandy loam	Clay	Clearing and stumping	175.00 to 200.00	10.00	32.50

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

Total value of Land $ 640.00

Total added by buildings to value of farm $ 300.00

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

Total value of farm $ 940.00

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

Property is operated by owner, is in good state of cultivation and served by sprinkler system from pumping plant on adjoining property, which is owned by same family.

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

Suitable for small fruits and poultry.

Noxious weeds:

No serious weed condition.

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

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 8th day of May 1942.

Inspector's Signature "D. DODDING"

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

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

JL-54 - HOYANO, T.

Farm Appraisal Report

Remarks: This holding is owned and operated by the family that own the property adjoining on the East and is operated in conjunction with.

The property is capable of considerable development, but the buildings are poor in type and construction.

These two properties are located on a bench with a creek on the east and one on the West. An electric pumping plant is operated on the adjacent property which is Pcl.3, and a piped sprinkler system serves the both farms.

I am very doubtful of the possibilities of this holding if it were separated from the other holding. There is a small creek bordering this property on the West but the water supply would not appear to be adequate to serve the purpose of the present system.

(FOR ORCHARD LANDS ONLY)

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

NIL

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

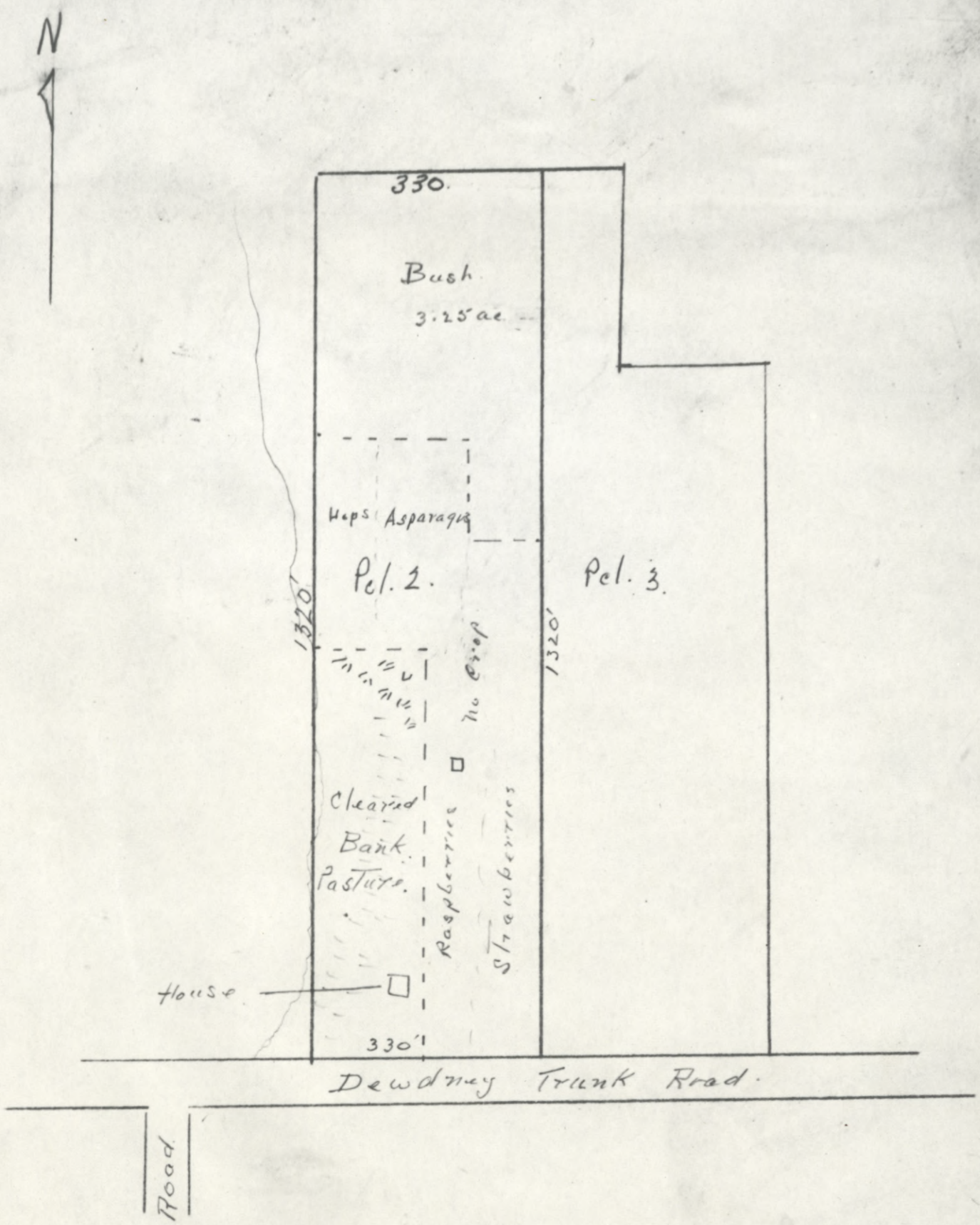
NONE

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
About 30 old apple trees of mixed varieties, no commercial value.	$
	$
	$
	$
	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Diagram of Property



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

Date 18th May 1942.

"I.T. BARNET"
District Superintendent.

360 - 3
EXHIBIT No.
DATE 8 Mar 1948
FILED BY J.W. G. Hunter

THIS INDENTURE made in duplicate the 13th day of June in the year of Our Lord one thousand nine hundred and forty two

INPURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN

TOYOZO HOYANO of the town of Hammond, in the privince of British Columbia. Farmer.

hereinafter called the "Lessor" of the First Part

AND

RICHMOND GROWERS CO.LTD of the city of Vancouver in the province aforesaid. Merchants.

hereinafter called "the Lessee" of the Second Part

WITNESSETH the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge in the province of British Columbia, and more particularly known and described as Lot Two (2) of Lot Two Hundred and Forty-one (241) Group One (1) Map 1750, in the District of New Westminster.
TOGETHER with all buildings thereupon erected, or hereafter during the term hereby granted to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining.
From the 12th day of June One thousand nine hundred and forty-two for the term of to December 31st 1942 thence ensuing.
YIELDING during the said term therefor the rent of Two hundred Fifty (250) Dollars of lawful money of Canada, payable on the following days and times that is to say: the sum of $250.00 now paid by the Lessee to the Lessor and hereby by the Lessor acknowledged.
This lease includes the use of all buildings now on the property and all this year's crop as from the date hereof, also the use of all the tools and household furniture now on the property, which tools and furniture the Lessee agrees to take care of and to leave in the same condition as received on the expiration of this lease.
It is agreed by the parties hereto that if on the expiration of this lease, the Lessor is unable to occupy the aforesaid property, the Lessee herein may continue in possession by paying the full annual taxes on the aforesaid property.
The Lessor herein covenants and agrees that there is no outstanding charges or liens against the aforesaid crop or property.
The first payment to be made on the 12th day of June 1942.
THAT the said Lessee covenants with the said Lessor to pay rent; and to pay taxes; and to pay rates for water, electric light, gas and telephone.
AND to repair and tokeep up fences; and not to cut down timber;
AND the said Lessor or his agent G.D.Percy may enter and view state of repair, and that the said Lessee will repair according to notice.
AND will not assign without leave; and will not sublet without leave.
AND that he will leave premises in good repair.
AND THAT he will not carry on any business that shall be deemed a nuisance on the premises.
PROVISO for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.
PROVISO for re-entry on seizure or forfeiture of the said term.
The said Lessor covenants with the said Lessee for quiet enjoyment.

AND ALSO that if the term hereby granted shall be at anu time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND IT IS HEREBY DECLARED AND AGREED that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

WHEREVER the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them (where the context or the parties so require)

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

SIGNED SEALED AND DELIVERED IN THE PRESENCE OF:	
Halbert Menzies	T. HOZANO (Signed)
Haney, B. C.	RICHMOND GROWERS CO.LTD Per L.K. Lee (Signed)
Notary Public	

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

mw Date: April 16th 1948 [illegible]

EXHIBIT No. 360-4
DATE 8 mar 1948
FILED BY
J. W. G. Hunter

Files No. 7352-13952-13953

HOYANO, Toyozo (Sekino)
OKAZAKI, Iwamatsu
YAMASAKI, Kichizo

1st house West of 2507 Powerline Road, Hammond, B. C.

Taken Feb. 23/43