

Name of Claimant FUJIKI, Hiromu

Case 555

Custodian File 3839

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% 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	
		2110.		.00							
			211.00	12.50							223.50
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 & 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	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
TOTAL RECOMMENDATION											223.50

CASE No. 555

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 11th, 1948.

IN THE MATTER OF THE CLAIM OF
HIROMU FUJIKI.

PROCEEDINGS AT HEARING

Original.

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
 (HIS HONOUR JUDGE L.H. STACK, SUB-COMMISSIONER)

10

Lethbridge, Alberta,
 August 11th, 1948.

IN THE MATTER OF THE CLAIM OF
HIROMU FUJIKI

PROCEEDINGS AT HEARING

20 APPEARANCES:

G.E.A. RICE, Esq., K.C.,

appearing for the
 Dominion Government.

W.E. HUCKVALE, Esq.,

appearing for the
 Claimant.

MISS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

H. Fujiki,
In Chief.

THE SECRETARY: Case No. 555, Hiromu Fujiki.

MR. HUCKVALE: Before I begin this case, your Honour,
I want to point out that the original claim was
apparently prepared by a Stipendiary Magistrate
at Jasper Park. Now I have pointed out to the
claimant that his claim was apparently set up on
a wrong basis in that there was a claim for
business amounting to \$7500.00. The facts are,
and this will come out later, that when this man
10 was evacuated he had certain crops in that were
taken over by the Custodian and he was advised by
that Stipendiary Magistrate to claim, I imagine,
for crops for several future years. In any event,
I am applying to amend the claim so that it will
be put on a basis of building, \$650.00, and land,
\$2000.00.

HIROMU FUJIKI, the claimant herein,
being first duly sworn,
testified as follows:

20 DIRECT EXAMINATION BY MR. HUCKVALE:

Q Now, Mr. Fujiki, you have a claim before the
Commission respecting your equity in certain farm-
lands in British Columbia, is that correct?

A Yes.

Q And those lands were described as Lot 3, Sub-
division of the Southwest Quarter of Section 32,
Township 2, according to a map or plan of the
said subdivision filed in the Land Registry Office
at the City of New Westminster, B.C., and numbered
30 3270?

A: Yes.

H. Fujiki,
In Chief.

Q That is the description I have been reading over
(indicating); is that the description of your farm?

A Yes.

Q And this document I show you now is the agreement
under which you bought those lands from James
Peter Smith?

A: It is,
sir.

Q And you agreed to pay \$2000.00, is that correct?

A Yes.

10 Q Now I notice that agreement is dated the 14th of
August, 1940?

A: Yes, sir.

Q When did you actually take possession of the land?

A I moved in about 2 or 3 days after that.

Q You moved on the land two or three days after you
signed this agreement?

A: Yes, sir.

MR. HUCKVALE: I am tendering that, sir.

(AGREEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Q: Now in connection with that real
property, I want to show you this form (indicating).

20 Will you take a look at that, please?

A Yes.

Q Can you recognize it?

A: I do,
sir.

Q And has it been prepared in accordance with your
instructions?

A: It has, ~~yes~~ sir.

Q And have you read it?

A: Yes.

Q And signed it?

A; I have, sir.

Q And are the particulars in it true and correct?

A Yes, sir.

30 MR. HUCKVALE: I tender that as Exhibit No. 2.

H. Fujiki,
In Chief.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: Now, Mr. Fujiki, you state in your form which has just been filed that you paid \$187.00 for some strawberry plants, is that correct? A; Yes, sir.

Q Roughly what does it work out to per plant? How much for each plant?

A I made a deal to buy the plants at about three-quarters of a cent per plant.

10 Q Three-quarters of a cent per plant?

A Yes.

Q What age or condition were the plants in when you bought them? A: Well, they would be, the runner would be out in the spring, and they would take root, and I got them plants in August.

Q I see. A: Oh, I beg your pardon, it was in April the following spring.

Q That would be of '41? A: Yes, sir, that would be of '41.

20

Q Then would it be necessary for you to sow those plants and cultivate them?

A I would put the plants in and then they would have to be fertilized and cultivated.

Q Roughly what would be the market value for plants at the time you left the place?

A Well I would say about 4 cents per plant.

Q Now you also planted some rhubarb and some trees on your place and you got those from your father as a gift, I understand? A: Yes.

30

H. Fujiki,
In Chief.

- Q What is the rhubarb worth per plant?
- A Since I just started farming I wouldn't know the value of the plant.
- Q You wouldn't know the value of the rhubarb plants?
- A No.
- Q And the trees, would you know the value of the trees?
- A: When we bought them they were worth about 75¢ to a dollar per tree but that also was given to me by my dad.
- 10 Q Now you tell us that between $3\frac{1}{2}$ and 4 acres were cleared?
- A: That is right, sir.
- Q At the date of purchase?
- A Yes, sir.
- Q And that later on you cleared an additional acre?
- A Yes, sir.
- Q Now just referring to the clearing that had been done before you went on the place, was it completely cleared?
- A: It wasn't, sir.
- 20 Q What remained?
- A: Big heavy stumps that the man couldn't handle were left.
- Q And did you have to remove those stumps?
- A I did, sir.
- Q I want to show you some pictures. Can you tell me what that is a picture of (indicating)?
- A This is a picture of the largest fir stump I had on my farm.
- Q A picture of a fir stump?
- A Yes.
- 30 Q Who removed it?
- A: Dad and I

H. Fujiki,
In Chief.

removed that stump.

Q When was that picture taken?

A I believe it was in the fall of '40.

MR. HUCKVALE: I tender that, sir.

(PHOTOGRAPH MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: Now I want to show you another picture? Will you take a look at that and tell me what that is a picture of?

A These are the pictures of the cedar stumps.

10 Q On this particular land? A: Yes, sir.

Q And what did you do about them?

A I used stump powder and blew them up and cleared them off the land.

Q They were all cleared? A: Yes.

Q And they were all cleared before you were evacuated? A: Yes, sir.

Q When was that picture taken, approximately?

A As far as the date is concerned I wouldn't know, but it was the same time that the other picture was.

20

Q That would be when, 1941? A: 1940, because I put the crop in then and it was all cleared then.

(PHOTOGRAPH MARKED EXHIBIT No. 4)

Q I show you a third picture. Can you tell me what that is a picture of?

A This is a picture of my tractor and dad in the background there.

Q What use did you make of that tractor?

30 A I used this for breaking the ground and pulling the

H. Fujiki,
In Chief.

stumps or clearing the stumps away from the area that I was going to plant.

Q And it took a tractor of that size to do that work?

A: Yes, sir.

Q And when would that picture be taken?

A That would be the same time as the others, in the fall of '40.

MR. HUCKVALE: I tender that, sir.

(PHOTOGRAPH MARKED EXHIBIT No. 5).

10 MR. HUCKVALE: Q: I show you a fourth picture. Can you tell me what that is a picture of?

A This is a picture of myself and my tractor and my sisters that came out to visit me.

Q Does that show the ground cleared?

A This was the part that was not broken. It is just behind the house.

Q And that would be taken about the same time as the others?

A: Yes.

MR. HUCKVALE: I tender that, sir.

20 (PHOTOGRAPH MARKED EXHIBIT No. 6).

MR. HUCKVALE: Q: Now there was a dwelling house on that land when you bought it, was there not?

A Yes, sir.

Q Did you do anything to improve it?

A Yes, I did.

Q What did you do? A: I put a floor up in the attic and I put in electric lights.

Q I want to show you this picture (indicating). Will you tell me what it is a picture of?

30 A This is the front view of my dwelling with my

H. Fujiki,
In Chief.

sisters and friends.

Q That is the dwelling house on this land we are discussing?

A: Yes, sir.

Q When was this picture taken?

A It was taken, oh, I believe in the spring of '41.

MR. HUCKVALE: I tender that picture of the dwelling house as an exhibit.

(PHOTOGRAPH MARKED EXHIBIT NO. 7).

10 MR. HUCKVALE: Q: Now I am assuming, sir, that my friend will be filing a copy of the valuation and I don't appear to have a copy myself but there is a question that arises as to the exact area of this land that I want to go into. You have described your land as being 19.2 acres, is that correct?

A: Yes, sir.

Q I show you a letter written by the Corporation of the District of Surrey. Was that written to you?

A: Yes, sir.

20 Q And did you write and ask for that information?

A I did, sir.

Q And that describes your land as being 19.2 acres?

A Yes, sir.

MR. HUCKVALE: I tender that, sir.

(LETTER MARKED EXHIBIT No. 8).

MR. HUCKVALE: Q: There is a question about that acreage, is there not?

A Yes, there is.

Q How does that question arise?

30 A The B.C. Electric Light & Power Company has put through a high tension power line there.

H. Fujiki,
In Chief.

Q I see. A: And whether the
B.C. Electric Company bought that property outright,
a strip outright, or bought a right-of-way, I
don't know.

Q But you put down your land as being 19.2 acres?

A Yes, sir.

Q And were you able to cultivate the entire acreage?

A I understand that we were able to cultivate the
entire acreage.

10 Q That is right up to the power line?

A Yes, sir.

Q I think that is all, Mr. Fujiki. Will you answer
my friend, please.

THE SUB-COMMISSIONER: Is there an appraisal regarding
this land?

MR. HUCKVALE: I haven't got the appraisal myself.

I haven't seen it. I took it my friend has it,
and will be filing it, and I merely put the letter
in because there is a question arises as to the
20 exact acreage.

THE SUB-COMMISSIONER: Very well.

MR. RICE: I am submitting, your Honour, that this
property was sold at its fair market value.
The property was apparently appraised by
William H. Ansell as shown on this valuation.
I wish to tender, your Honour, as an exhibit the
appraisal of William H. Ansell respecting this
land made April 25th, 1944.

30

(APPRAISAL MARKED EXHIBIT No. 9).

H. Fujiki,
Cross-Exam.

MR. RICE: I also wish to tender as an exhibit the real property memorandum showing the assessed value, the valuation of Mr. Ansell and the offers received on sale by tender.

(MEMORANDUM MARKED EXHIBIT No. 10).

CROSS EXAMINATION BY MR. RICE:

10 Q When you purchased this property, did the British Columbia Electric Company has an easement or did you give them an easement across your place?

A The power line was already there when I bought the property.

Q You bought it subject to an easement?

MR. HUCKVALE: He doesn't know; that is what I was asking him about.

MR. RICE: Q: What does your agreement say?

MR. HUCKVALE: It doesn't say anything about it.

MR. RICE: May I see Exhibit 1, please?

(Exhibit 1 to Mr. Rice).

20 Q This agreement does not suggest that the purchase of the property is subject to an easement?

A I don't quite get the meaning of "easement", sir.

Q An easement is a right-of-way for the power line to cross your property. An easement is the right that they would have to cross your property.

A When I purchased that property, Mr. Smith didn't mention, nor did I, anything about that easement. I heard beforehand that it was agreed between
30 the company and the farmer that we would be able

to cultivate right up to the power poles.

Q Well it would appear that you bought the property
in August, 1940; that is the date of your
agreement? A: Yes, sir.

Q And according to the search of the Certificate of
Title, the easement was filed with the British
Columbia Electric Railway Company Limited on the
30th of January, 1930.

MR. HUCKVALE: He said that the power line was there
10 when he bought the property.

MR. RICE: Q: I observe by the agreement that you
were to be allowed a credit of \$200.00 if you
paid up in full in 1941.

A May I have that question again, please?

Q You were to be allowed a credit of \$200.00 if you
paid in full for the property in 1941.

A That is very true, sir.

MR. RICE: It is clear on the record, is it not, that
you are abandoning your claim to chattels?

20 MR. HUCKVALE: He had no claim for chattels, to begin
with. There was never any claim for chattels.

MR. SHEARS: The original claim mentioned the word
"chattels".

MR. HUCKVALE: Look on the back. There isn't a word
said about it here.

MR. SHEARS: Just to have it clarified I think we should
have it on the record.

MR. HUCKVALE: It was clarified in the form.

MR. SHEARS: But this is the claim here.

30 MR. HUCKVALE: Read it over here and you will see that

H. Fujiki,
Cross-Exam.

Re-Direct Exam.

there is no claim for chattels. This is what
he has sworn to here.

MR. SHEARS: Well the question was just asked to make
it clear on the record.

MR. RICE: That is all.

RE-DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Fujiki, I observe that the valuation that has
been put in was made in 1944. I take it you have
10 no knowledge then of the condition of the property
at that time? A: I didn't, sir.

Q When you left in 1942 was the property clean of
weeds or was it full of weeds, or how was it?

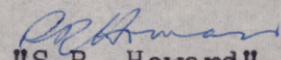
A It was clean because I had been working it until
the day we left or before we left.

Q That is all, thank you.

(Witness aside)

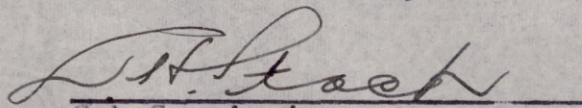
(Proceedings Adjourned Sine Die)

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


"S.R. Howard"

Official Reporter.

Certified correct.


Sub-Commissioner.

DEC - 2 1947

Case No. 535.

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

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

- (1) NAME FUJIKI Hiromu (RCMP) Reg. No. 12477
(Print) Surname Given Name
- (2) Pre-Evacuation Address R.R. #4 New Westminster B.C.
- (3) Present Address 20 Brule Lumber Co Brule Alta
- (4) REAL ESTATE
- (a) Street Address (if any) District of Surrey B.C.
City or Municipality, Province
- (b) Legal description (lot number, block number, section number, etc.)
Map 3270 Block 3 SW quarter Sec 32
Township 2
- (c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) Residence Type of business Small fruit (strawberry) farming
(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.) eventual ownership equity of
\$7000 that is 1/3
- (e) Fair market value at date of sale (estimate this to the best of your ability):
- | | | | |
|---|-----------|-------------------|----------|
| (i) Land | - - - - - | \$ <u>2500.00</u> | 1000.00 |
| (ii) Buildings | - - - - - | \$ <u>1400.00</u> | 650.00 |
| (iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) | - - - - - | \$ <u>7500.00</u> | 2,650.00 |
| (iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) | - - - - - | \$ <u>7500.00</u> | |
| (v) Amount at which Custodian sold property and credited your account | - - - - - | \$ <u>2110.00</u> | |
| (f) Loss (This figure is arrived at by deducting item (v) from item (iv)) | - - - - - | \$ <u>5390.00</u> | 540.00 |
- (5) PERSONAL PROPERTY
- (a) Place or places at which property was left by the claimant at date of evacuation
On my property described above
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
House + shed
- (c) How stored or packed at time of evacuation
Left as it was. Doors locked.

(over)

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

in 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) - - - - - \$ 5390.00

(6) (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 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 }
of)
TO WIT: }

I, Hiromu Fujiki of the Province
of Alberta in the

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 Louise)
of Jasper)
in the Province of Alberta)
this 28 day of November)
A.D. 1947. E. A. Shaw)

Stipendiary Magistrate) 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.

Articles of Agreement

made in **triplicate** the **14th** day of **August** in the year
of our Lord one thousand nine hundred and **Forty**

BETWEEN

**JAMES PETER SMITH, farmer, of Sandel Rd., in the
Municipality of Surrey, Province
of British Columbia,**

State Full Name
Address and
Occupation

hereinafter called the "Vendor" of the one part

AND

**HIROMU FUJIKI, farmer, of 322 Boyne St., City of
New Westminster, Province afore-
said,**

State Full Name
Address and
Occupation

hereinafter called the "Purchaser" of the other part

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and from the Vendor the land, hereinafter mentioned, that is to say: ALL AND SINGULAR that certain parcel or tract of land and premises situate in the **Municipality of Surrey**

Province of British Columbia, and more particularly known and described as
Lot **Three (3) Subdivision of the South West Quarter of Section
Thirty-two (32) Township Two (2), according to map or plan of said
subdivision filed in the Land Registry Office at the City of New
Westminster, B. C. and numbered 3270**

according to the registered map of the said sub-division deposited in the Land Registry Office, at the City of
in the said Province and numbered

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum of
Two Thousand (\$2000.00) - - - - - Dollars
(\$ **2000.00**) of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of **Seven Hundred - - - - -**
Dollars (\$ **700.00**) on the execution of this Agreement (the receipt whereof is hereby acknowledged by the Vendor), and the balance as follows:

**During 1941 Interest only on the unpaid balance of \$1300.00
will be payable.**

**On Aug. 14, 1942 the sum of \$433.00; On Aug. 14, 1943 the sum
of \$433.00 and on Aug. 14, 1944 the remainder of \$434.00 will be due
and payable.**

**Should however , the Purchaser be able to pay up in full during
the year 1941 then he shall be allowed a reduction of \$200.00 on the
principal amount.**

TOGETHER with interest on the monies from time to time owing under this Agreement, at the rate of
Five per cent (5 %) per annum, payable on same dates as principal sums.

EXHIBIT No

555-1

DATE

Aug 11/48

FILLED BY

W. H. Huchvale

ALWAYS PROVIDED, HOWEVER, that the Purchaser may at any time within the above mentioned period pay any portion of or the balance of the purchase price and interest thereon to the date of such payments unless this Agreement is rendered null and void as hereinafter provided.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: The Purchaser DOES COVENANT, to and with the Vendor, that he shall well and truly pay to the Vendor the sums of money above mentioned, together with the interest thereon at the rate as aforesaid both before and after maturity, on the days and times in manner above mentioned:

AND also shall pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, and all instalments of principal and interest of local improvements, taxes and assessments now rated and charged, or hereafter rated and charged against the said lands, including proportion of this year's taxes and charges from date of this Agreement:

AND will insure and keep insured in the name of the Vendor any buildings which may be on said lands at this date, in a Company to be named by the Vendor, to their full insurable value; AND will pay the Vendor all sums of money that may be paid by him for insurance premiums in respect of fire insurance on buildings on said premises during the currency of this Agreement, and the Vendor shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this Agreement, at the rate of Seven per cent. per annum from the date of each payment.

AND it is further agreed that in the event of such insurance becoming payable through satisfaction of loss, the Vendor, upon receiving such insurance, shall treat the same as a payment on property, which shall be credited to the Purchaser on this Agreement and will pay or cause to be paid to the Purchaser that part of such insurance remaining after retaining only sufficient to satisfy the Vendor's claims under this Agreement.

IN CONSIDERATION WHEREOF, and on payment of the said sums of money, with interest thereon as aforesaid, and the surrender of this Agreement, the Vendor does COVENANT 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 the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED and DISCHARGED FROM ALL ENCUMBRANCES except rates, taxes and assessments from and after this date, and instalments of local improvements, taxes and assessments, but subject to the conditions and reservations in the original grant from the Crown, and such Deed shall be prepared by the Vendor at the expense of the Purchaser and shall contain the usual statutory covenants and the Vendor will then assign to the Purchaser any Insurance Policies then not matured on said buildings.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the said lands until default be made in the payment of the said sums of money above mentioned or the interest thereon, or any part thereof, on the days and times and in 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, and unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may at his option and in addition to his other remedies hereinunder, give to the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any such default shall continue, these Presents shall at the expiration of such notice (if the Vendor shall so elect) be null and void and of no effect, and the Vendor shall be at liberty to repossess, re-sell and convey the said lands to any purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the Vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently given if delivered to the Purchaser or mailed under registered cover addressed to the Purchaser at

322 Boyne St.,

New Westminster, B. C.

or at such other address as the Purchaser shall from time to time specify in writing to the Vendor.

THE PURCHASER shall examine the title at his own expense.

THE VENDOR shall not be bound to furnish any abstract of title, or produce any deeds, declarations or other evidences of title, except those in the possession or control of the Vendor, and copies of the title deeds in the possession of the Vendor will only be furnished at the expense of the Purchaser.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges, conditions and liabilities contained in this Agreement shall be read and held as made by and with, and 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.

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 a satisfactory declaration that such default has occurred and is then continuing at the date of such production.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or feminine or body politic or corporate where the context of the parties hereto 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
BY THE VENDOR IN THE PRESENCE OF

[Signature]
New Westminster, B.C.

[Signature: J P Smith]

State Full Name
Address and
Occupation of
Witnesses

A Notary Public in and for
the Province of British Columbia

Signed, Sealed and Delivered
BY THE PURCHASER IN THE PRESENCE OF

[Signature]
New Westminster, B.C.

[Signature: H. F. J. J. J.]

A Notary Public in and for
the Province of British Columbia

FOR MAKER

I HEREBY CERTIFY that on the 14th day of August 19 40
at New Westminster in the Province of British Columbia
James Peter Smith
(whose identity has been proved by the evidence on oath of
who is) personally known to me, appeared before me and acknowledged
to me that he is the person mentioned in the annexed instrument as the maker thereof,
and whose name is subscribed thereto as part y and that he knows the contents
thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of
Office at New Westminster British Columbia, this 14th
day of August in the year of our Lord one
thousand nine hundred and Forty

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

FOR ATTORNEY

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____ in the _____ of _____
(whose identity has been proved by the evidence on oath of
who is) personally known to me, appeared before me
and acknowledged to me that 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
knows the contents of the said Instrument and subscribed the name of the
said thereto voluntarily as the free act and deed of the said
under authority of a power of attorney which has not been revoked.

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

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

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

DECLARATION OF WITNESS

I, _____ of the _____ in the Province of British
Columbia, make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by
the part _____ thereto, for the
purposes named therein.

2. The said instrument was executed at _____
3. I know the said part _____, and that _____
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

SWORN before me at
in the Province of British Columbia, this
day of

Dated Aug. 14 1940

JAMES PETER SMITH,
SURREY? B. C.

—AND—

HIROMU FUJIKI,
New Westminster, B.C.

Agreement

FOR SALE OF LAND

New Westminster District

A. N. MacINTOSH, LTD.
Real Estate, Mortgage Loans, Insurance
Rents and Interest Collected
NOTARIES PUBLIC, CONVEYANCERS AND
VALUATORS
NEW WESTMINSTER, B. C.

Jackson Printing Company, Legal Form Printers
New Westminster, B. C.

[illegible]

FUJIKI, H.

(Claimant's Name)

REAL ESTATE
(Farm Land)

Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared or Uncleared at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared	19.2	14th Aug. 1940	Jas. P. Smith.	\$2000.00			
Cultivated not planted							
Cultivated and not in crop							
List Crops							
4½ acres strawberries					Between 3½ - 4	House	
¼ acre rhubarb					acres cleared but	1 good shed	
6 cherry trees					not cultivated.	2 Delap dated sheds	
1 plum tree					1 prune and 2 apple trees, 2 wells.		

Total

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

Description	When Made	Cost
Clearing	1940-41	1 acre @ 350
Cultivating 5ac	1940-41	\$100
Plants and trees	1940-41	\$250
3,000' drainage ditches	1940-41	

BUILDINGS	Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
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Dwelling 22 x 22 1x4 bevelled siding \$ 600.

since I purchased, I put in new flooring and electric lights at cost of \$ 75.00

Storage shed 12 x 14 30.
Wood shed 12 x 12 15.
Bath house 8 x 10 1941 \$ 12. 12.
Pack shed 18 x 24 1941 10. \$ 20. \$ 30.

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

Since I bought this land I cultivated the acreage that formerly was in hay. I also cleared an additional acre and a fraction, planted the whole to crop. I also cleared stumps off acreage already cleared at cost of approximately \$250.00. 1942 would have been my first crop of strawberries. Rhubarb was planted in fall of 1941, and I would have had a crop in fall of 1942.

The clearing I did was very heavy. (see pictures). I consider the valuation of the house far too low, if it was in the condition I left it in (see pictures). In view of the purchase price I paid and the work done by me on the place, I revise my claim as follows:

Buildings \$ 650.00

Land 2000.00

\$ 2650.00

This value I consider very low. I did not make any lease - this was done by Custodian. My valuation is at the date of evacuation, 21st April, 1942, as the land was not sold until 1944, I do not know what condition is was in then.

EXHIBIT NO. 555-2
DATE Aug 11/48
FILED BY W. R. Huchvale

N. Fujiki
Signature



Ex. 3



Ex. 4



Ex 5



Ex. 6.



Ex. 7.

THE CORPORATION OF THE
DISTRICT OF SURREY



P.O. DRAWER 210
PHONE: CLOVERDALE 25

OFFICE OF THE
MUNICIPAL HALL,
CLOVERDALE, B. C.
July. 9. 1948.

Re; H. Fujiki,
C/o Brule Lib'r Co.,
Brule, Alta.

EXHIBIT No. 555-8

DATE Aug 11/48

FILLED BY W. H. H. H. H. H.

Dear Sir:

Re: Property in Surrey Municipality Blk 3
S.W. $\frac{1}{4}$ Sec. 32 Tp. 2 Map 3270

In reply to your letter of the 8th inst. I wish to
advise that the acreage you refer to is nineteen point two
acres (19.2) ac.

I trust this is the information that you
require.

Yours truly,

A. H. Hill-Tout,
A. H. Hill-Tout
Municipal Collector.

AHH/ff.

Per 2

R. R. #1., Whonock, B. C.
April 25th, 1944.

Dept. of Secretary of State,

Dear Sirs:

Please find Appraisal value of the following property:

SURREY

No. 880. Lot 3--16.41 ac. S. W. $\frac{1}{4}$ Sec. 32 TP 2.

This property is situated on the Sandel Road and consists of 16.41 acres of fair land of which nine acres are cultivated and balance uncleared land with light brush. There is about $\frac{1}{4}$ acre of strawberries which are very weedy and balance of acreage is ready for crop. House is composed of four rooms with attic. Outside is drop siding. Inside is shiplap. There is no plumbing. Roof and foundation appear poor. There are four small sheds which are delapidated.

Value of House	\$ 300.00
Value of sheds	75.00
Land	<u>1000.00</u>
Total	1375.00

John H. Censell
Appraiser

copy made for Valuation File

EXHIBIT No. 555-9
DATE Aug 11/48
FILLED BY G. R. G. Rice

File No. 3839

June 1, 1948.

REAL PROPERTY MEMORANDUM

Re: (Mr.) Hiromu FUJIKI
Registration No. 12477

EXHIBIT No. 555-10
DATE Aug 11/48
FILLED BY E. R. A. Rice

Catalogue No. 880.

One Real Property only included, being:

Lot 3 of South West quarter of Section 32 and
Township 2, Map 3270, Municipality of Surrey in
the District of New Westminster.

Property Address: Sandell Road, Surrey, B. C.

Registered Owner: James Peter Smith.

Note: Mr. Fujiki owed \$1,300.00, balance under Agreement for Sale
dated August 14, 1940, plus Interest of \$54.16 to June 13, 1944.
This Encumbrance was cleared from proceeds of sale and Deed
obtained from Mr. Smith on September 13, 1944. Total Purchase
Price \$2,000.00 plus 5% Interest. If full amount paid during
1941, \$200.00 was to be allowed Mr. Fujiki.

Assessment: (1944)

Taxes: \$40.26.

Land..... \$ 950.00
Improvements.. 550.00
TOTAL \$1500.00

Valuation by Wm. H. Ansell:

Land..... \$1000.00
Improvements.. 375.00
TOTAL \$1375.00

Claimant's Valuation:

Land..... \$2500.00
Improvements.. 1400.00
TOTAL \$3900.00

*revised to 2000⁰⁰
revised to 650⁰⁰
2650⁰⁰*

Sold to Mr. Cornelius Byle for...\$2110.00.

Other Offers Received:

April 5, 1944 - Mr. Gottlieb Pommen, through Messrs. Burnett
and Matheson.....\$2,025.00.
May 1, 1944 - Mr. Peter Bodeu..... 1,600.00.

Relative documents attached to Claim File.

WJJ/HMS

W. H. Ansell