

<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	80% of all Sale Prices		Sale Price	125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
					713.00		55x 435.42			435.42
<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 CHATELS</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	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
150.35	123.70	37.11	82.47%	39.25			32.36		69.47	
TOTAL RECOMMENDATION									504.89	

CASE NO: 690.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
September 20th, 1948.

IN THE MATTER OF THE CLAIM OF
SHIGERU MARUYAMA.

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,
 September 20th, 1948.

IN THE MATTER OF THE CLAIM OF
SHIGERU MARUYAMA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

appearing for the
 Dominion Government.

W.S. RUSSELL, Esq.,

appearing for the
 Claimant.

MISS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

S. Maruyama,
In Chief.

THE SECRETARY: Case No. 690, Shigeru Maruyama.

SHIGERU MARUYAMA, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. RUSSELL:

Q Mr. Maruyama, I am showing you a document being
a summary of evidence in support of claim?

A Yes.

Q. You are familiar with its contents? A: Yes.

10 Q This is your signature at the end of it?

A Yes.

Q This is to the best of your knowledge and belief
correct? A: Yes.

Q And it was prepared on your instructions and with
your assistance? A: Yes.

MR. RUSSELL: I will put that in as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

20 MR. RUSSELL: I have here a deed covering the
real property claim which I would ask to be marked
for identification purposes.

MR. RICE: Do you need to put it in? It will
probably be changed as the land was taken over
anyway. It just simply shows that the land is in
the joint names of Shigeru Maruyama and Shizue
Maruyama as of the 8th of October, 1935.

THE SUB-COMMISSIONER: Yes

(TITLE MARKED EXHIBIT "A" FOR IDENTIFICATION)

20 MR. RUSSELL: I also have here a lease from the
claimant to Herbert N. Fraser, dated the 29th of
April, 1942, which I will likewise ask to be

marked for identification purposes.

MR. RICE: Perhaps you had better have it go in as an exhibit; it goes to the heart of the matter here.

THE SUB-COMMISSIONER: That is a lease from the claimant?

MR. RUSSELL: It is a lease from the claimant to Herbert N. Fraser, dated the 29th day of April, 1942.

THE SUB-COMMISSIONER: Does that need to go in as an exhibit?

10

MR. RUSSELL: I understand, sir, that the habit has been to mark the leases for identification purposes, but retain them on your file for subsequent use. The last time I was dealing with these is some considerable time ago, and we had a discussion with Mr. McMaster, and he said that that was the procedure, the procedure that he was following with Mr. Justice Bird.

20

THE SUB-COMMISSIONER: We have been marking some leases of the claimants as exhibits, which, more or less, shows the rental value of the property. Do you wish it marked as an exhibit, Mr. Rice?

MR. RICE: I think it should be marked as an exhibit. There are some items we have been marking for identification where the claimant refuses to acknowledge his signature or knows nothing about. I have had letters marked that way for identification where the claimant does not acknowledge receiving them.

30

THE SUB-COMMISSIONER: Perhaps you had better have him identify it first and we will see.

MR. RUSSELL: Q: Do you recognize this lease, Mr. Maruyama (indicating)?

A Yes, I remember it.

Q. And you signed it? A: Yes.

Q. And that was your lease with Mr. Fraser?

A Yes.

MR. RUSSELL: I will put that in.

(LEASE MARKED EXHIBIT NO. 2)

10

A The list attached is a list of my chattels which I leased to him, to Mr. Fraser.

MR. RUSSELL: I would ask my learned friend to produce the 1943 assessment which he has on file.

(Notice to Mr. Russell)

MR. RICE: I will admit that; it speaks for itself.

MR. RUSSELL: It speaks for itself.

MR. RICE: Put it in as Exhibit 3, your Honour?

THE SUB-COMMISSIONER: Yes, Exhibit 3.

MR. RUSSELL: Showing the assessment at \$1069.00.

(ASSESSMENT MARKED EXHIBIT NO. 3)

20

MR. RUSSELL: I will draw your Honour's attention to the analysis.

MR. RICE: Perhaps you had better put it in first.

MR. RUSSELL: I will put in the analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 4)

MR. RUSSELL: I draw your Honour's attention to some items in the analysis. For example, about the sixth item down you will see a wash boiler for which the claim is made for 50¢ and it was sold at actually \$3.25. Further down, children's wagon for which \$1.00 was claimed and for which \$6.25

20

was received. About halfway down the list, beds, two, for which was claimed \$10.00 and for which was received \$18.00; and the next item, cultivator, for which was claimed \$10.00 and it was sold at auction for \$15.00, and a large number of other items on that list actually sold for considerably more than has been claimed by the claimant, which indicates that he has made a proper claim.

10 THE SUB-COMMISSIONER: The claimant struck a very good day for the sale.

MR. RUSSELL: At least it indicates that the claimant made a very moderate claim throughout. I think that is all I have to say on that claim, sir.

MR. RICE: I am submitting, your Honour, that the real estate was sold for its fair market value.

I am submitting that the chattels were sold for their fair market value. My learned friend now complains that some of them are too high. Apparently stuff that was valued, or the stove that was valued at \$40.00 only sold for \$10.00, so that there are some compensating factors to be considered in the analysis.

20 I am submitting that the items not accounted for, if there is any claim made on the custodian for these items the claim is excessive and exorbitant.

I wish to submit as an exhibit, your Honour, a farm appraisal report.

(APPRAISAL REPORT MARKED EXHIBIT 5)

30 MR. RICE: My learned friend has asked me to produce the J.P. form respecting this claimant.

MR. RUSSELL: No, that was in another one.

MR. RICE: Perhaps I had better put it in, your Honour.
I might explain that the claimant here said he had no
chattels to declare, but apparently his wife made a claim
for chattels.

CROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form dated the 7th of May, 1942,
(indicating), is that your signature?

10 A Yes.

Q That is your form? A: Yes.

MR. RICE: I will tender that as an exhibit.

(J.P. FORM MARKED EXHIBIT NO. 6).

MR. RICE: Q: Perhaps you could identify your wife's
signature on this other J.P. form (indicating)?
The wife's signature is apparently to a form dated
the 14th of April, 1942.

A Yes.

MR. RICE: I will file the other form as an exhibit,
too, your Honour.

20

(J.P. FORM MARKED EXHIBIT NO. 7)

MR. RICE: I wish to submit as an exhibit, your Honour,
a real property memorandum showing the assessment,
Soldier Settlement Board valuation and the claimant's
valuation and the sale.

(MEMORANDUM MARKED EXHIBIT NO. 8)

MR. RICE: Q: Did you take any garden tools away with
you? A: A few.

Q What all did you take?

30

A Two hoes and one digger and one shovel.

Q Is that all? A: That is all,
yes.

Q What do you mean by a digger?

A It is for digging potatoes and other vegetables.

Q You say a digger, two hoes and a shovel?

A Yes.

Q Do you call a shovel a spade at times?

A No, they are different.

Q They are different? A: Yes.

10 Q Did you have a spade? A; Yes, I did.

Q Did you take that with you? A: No.

Q You took the shovel with you? A: Yes.

Q Just one? A: Yes.

Q How many hoes did you have?

A Had about six.

Q You had six and you took the two best ones with you,
is that it?

A Yes, I took two good ones. I had two good ones
which I left behind.

20 Q What was that again?

A I had two good ones, and two other good ones which
I did not take with me I left behind.

Q How many diggers did you have?

A I had two.

Q Two diggers? A: I just brought
one with me.

MR. RICE: May I see Exhibit 2, please.

(Exhibit No. 2 to Mr. Rice)

30 Q According to the terms of this lease you were paid
\$375.00 for the first year, cash rent? A: Yes.

Q And the lease also provides -- that is, for the year 1942 the rental was \$375.00?

A Yes, the year I was evacuated.

Q And for the year 1943 the rental was to be \$187.50 plus the 1943 taxes and the 1943 fire insurance?

A Yes.

Q How much did the fire insurance cost you a year?

A Pardon?

Q How much did the fire insurance cost you?

10 A The fire insurance was to be arranged according to that paper there; it hadn't been arranged at the time we left.

Q Well, how much insurance was to be placed on your buildings then? A: \$500.00 on the house only.

Q And the tenant was to pay one year's insurance on \$500.00 on a dwelling?

A The agreement hadn't been made because I had the idea I would be returning shortly.

20 Q Well, the agreement that your counsel has filed for you as Exhibit 2 speaks for itself and it says that the place was to be leased for the year 1943 at \$187.50 plus the 1943 taxes and the 1943 fire insurance premium, isn't that right?

A The agreement was drawn up but I had not made the arrangements with Mr. Fraser.

Q The agreement was drawn up and signed by you and Fraser? That is your Exhibit 2 that you have submitted, and that is your signature on that document? A: Yes.

Q And it is Fraser's signature, is it not?

A But he hadn't insured the property as far as I know.

Q Oh. At the time the lease was prepared he hadn't insured the property?

A The insurance hadn't been arranged.

Q The lease is dated the 29th of April, 1942. The taxes on your place a year amount to \$18.15?

A Yes.

10 Q. So that the rental you would be getting for the year 1942 would be \$375.00, and for 1943 it would amount to about \$210.00, would it not?

A Yes, just about half of the original amount.

Q Half of the original amount? A: Yes.

Q And is that a fair rental?

A I consider it below a fair rental, but as I was evacuated there is no help for it.

Q How much below? A: For the year 1942 I think it must have been about \$100.00 below what I consider a fair rental.

20 Q And for '43 what would you consider it to be below the fair rental?

A It was about half of what I just stated for the year '42.

Q Is this right then, that the fair rental for the year 1942 would be \$475.00 and for the year 1943 would be \$375.00, is that it? A: Yes, I would consider that a fair rental.

30 Q You would consider that very fair. Why do you consider or claim \$700.00 as a fair rental in your Exhibit 1? A: If I

S. Maruyama,
Cross-Exam.

hadn't evacuated I would probably have been able to get that rental.

Q You have already told me that \$475.00 is a fair and rental/because you were evacuated you took \$375.00, and now you have got it stepped up to \$700.99?

A Well, if I hadn't been evacuated I could have improved the place and then if I wanted to rent it I am sure I could have got that amount of \$700.00.

Q Did you build a house and woodshed on the place?

10 A There is a packing shed, woodshed and a barn and a bath-house.

Q That is all that you built?

A Yes. My residence also.

Q. Your residence, you built that, did you?

A Yes, I built them all.

Q. You built them all. You built the house, the woodshed, the barn, the bath-house and packing shed?

A Yes.

Q Where did you live before you bought this place?

20 A I was living at Webster's Corner and working at the Commercial Lumber Mill.

Q And then when you bought your place you moved on it?

A Yes, I moved there when I bought the place.

Q And you bought the place in 1935?

A I moved in in 1932 but I got the title in 1935.

Q Well, did you buy it in '32?

A I made a down payment when I moved in of \$100.00, and I bought the place after by 1935 and received the title by then.

30 Q How much did you pay for the place, \$500.00?

S. Maruyama,
Cross-Exam.

A I bought the land for \$25.00 an acre.

Q \$25.00 an acre? A: Yes.

Q And you bought 14.622 acres, is that it? Is that the amount? A; Yes.

Q And you bought it at \$25.00 an acre?

A Yes.

Q Well, then it didn't cost you \$500.00, did it?

A No.

10 Q Why do you swear that the purchase price was \$500.00 in the statement of evidence that you are submitting? A: I think

the figure has been revised.

Q It hasn't been revised on the form that has been submitted to me?

A This is the figure (indicating). I corrected it too.

Q \$394.25. The figure is still wrong, is it not?

A At \$25.00 an acre it should amount to that figure.

Q It should amount to \$394.00? A: Yes.

Q Well, I have got to go back to school then.

20 Figuring it at \$15.00, or, rather, I mean, 15 acres is only \$375.00.

THE SUB-COMMISSIONER: Probably a mistake in computation.

MR. RICE: Yes. Apparently there are a couple of mistakes in it.

A I didn't figure it out myself; it was done by my lawyer.

Q No, but you swore to God that the statement was true and correct. I refer to Exhibit 2; the list attached to Exhibit 2 contains the buildings and chattels that you turned over to your tenant H.N.

30

S. Maruyama,
Cross Exam.

Fraser when you leased the place?

A Yes. Mr. Fraser was supposed to use the items marked with an "X".

Q No, apparently it is the other way; the items marked with an "X" are not to be used by Fraser because they are put away according to that statement. Just ask him if the slip means what it says that the goods marked with an "X" were put away and the others were used by Fraser?

10 A Yes, the ones marked are those put away.

Q The ones marked with an "X" are those put away, and the other chattels on that list were leased to Fraser along with the property?

A Yes.

Q In other words, Fraser, in addition to getting the use of the property, he was getting the use of these chattels except the ones marked with an "X"?

A Yes, he asked me to let him use them.

Q It is a rather formidable list. It would almost suggest that the rental is a little high when the tenant gets the use of those chattels as well as the land for \$375.00 a year. That is all.

20

THE SUB-COMMISSIONER: Is that all, Mr. Russell?

MR. RUSSELL: I believe, sir, that there is only one thing I might add. The proof of claim specified a personal property loss of \$1766.30, or a real property loss, and a personal property loss of \$189.60. The proof of claim should be amended in line with the summary of evidence which went in this morning.

30 MR. RICE: I think Mr. Virtue made it plain sometime ago when he was filing these claims that the evidence

S. Maruyama,
Discussion.

that he was submitting was to take the place of any claim that he filed.

MR. RUSSELL: Well, if that is the case, it is all right.

MR. RICE: I mean, he mentioned that about the claims.

MR. RUSSELL: That is fine. I notice that there is an inconsistency there.

MR. RICE: He said that unless he expressly mentioned it the summary of evidence that he was filing is what his claim is, or indicated it better.

10

THE SUB-COMMISSIONER: The summary of evidence would be the amount of the claim.

MR. RUSSELL: That he has arrived at.

THE SUB-COMMISSIONER: Less what he explains by his evidence.

MR. RICE: I think there were one or two cases where it was necessary to explain because the mistake had been made in the proof of claim, and he mentioned the mistake.

20

MR. RUSSELL: In the proof of claim that went in the personal property was claimed at \$189.60, and in the present claim of evidence it is being reduced to \$93.54.

MR. RICE: And that is the correct amount.

MR. RUSSELL: It appears there was a mistake in the calculation of the land at \$25.00 an acre. It doesn't come to \$394.25, but something like \$365.00.

THE SUB-COMMISSIONER: And that claim will be reduced?

MR. RUSSELL: Yes, that claim will have to be reduced by the difference.

30

S. Maruyama,
Discussion.

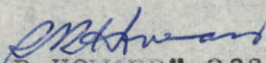
THE SUB-COMMISSIONER: Is that all?

MR. RUSSELL: That is all, sir.

(Witness aside)

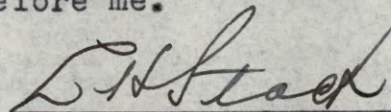
(PROCEEDINGS ADJOURNED SINE DIE)

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


"S.R. HOWARD" Official Reporter.

10

I hereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.


SUB-COMMISSIONER.

20

30

ACKNOWLEDGED

865-7

Case No. 690.

NOV 27 1947

Leth.

Proof of Claim

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

1. Name of Claimant in full: **Mr. Shigeru Maruyama**

Registration No. **12877**

2. Claimant's address at the time of his evacuation from the protected area:
1288 Le Fevre Road, Aldergrove, B. C.

3. Claimant's present address:
Box 366 Picture Butte, Alta.

- 4. Claim relating to real property:
 - (a) Street address of real property:
 - (b) Legal description of property:

Municipality of Matsqui. Lot 1 of the West part of the S. W. $\frac{1}{4}$ of section 16 Township 13 Map 5637, District of New Westminster, B. C.

- (c) Type of real property, i.e., farm, residence, commercial, etc., and short description of it:

6 acres cleared for Farm
8.622 uncleaned

- (d) Title or interest held by Claimant in the real property:

Title held

- (e) Fair market value of real property at date of sale:

(I) Land— \$ 1221.30
(II) Buildings— \$ 545.00

House 300.00
Wood shed 20.00
Barn 200.00
Bath house 15.00
Packing house 10.00
Total amount -----\$545.00

- (f) Amount of loss alleged to have been sustained by the Claimant under the terms of reference:

\$ 1766.30

5. Claims relating to personal property, etc.

- (a) Location at which property was left by Claimant at date of evacuation:

1288 Le Fevre Road
Aldergrove, B. C.

- (b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

Partly under lock and key
" just left

<u>Article</u>	<u>Price</u>	<u>Article</u>	<u>Price</u>
Baby crib	\$10.00	Stove sheet	\$.50
car jack	.75	Screen doors 2	2.00
House door	2.00	Square Tables 2	.50
High chair	1.00	Poultry Tables	5.00
Kitchen utensils	1.00	Lamps 5	2.50
Wash boiler	.50	Pans 3	1.00
Shake splitter	1.00	Container	.50
Cross-cut saws 2	10.00	Flower Vases 3	1.00
Boxes 3	5.00	Spray Pump	10.00
Double axes 2	.50	Rake	.50
Childers wagon	1.00	Manure Fork	.50
Crow bar	1.50	Hay Fork	.50
Pick	.50	Digger	.25
Mattick	1.00	Hoes 2	.20
Kitchen chairs 7	3.50	Spade	.50
Kitchen stove	40.00	Wheelbarrows 2	.50
Kitchen cabinet	1.00	Saw Handle 2	.50
Stone crock 6 gal	1.50	Hauling wedge 3	.25
Heater	12.00	Sledge hammer	.50
Couch	5.00	Peepee	.50
Dining table	10.00	Scale	12.00
Beds 2	10.00	Well wheel	.50
Cultivator	10.00	30 ft. rubber hose	1.50
Bed Couch	5.00	Beaver traps	1.00
Duster	5.00	Spray barrel	5.00
		Stone crock 2 gal	.15
		Carpet 12x14 ft.	3.00

Total amount \$189.60

(c) In whose care was property left by the Claimant at date of evacuation?

House leased to Mr. Fraser and also in care of the Custodian.

(d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

Article

Price

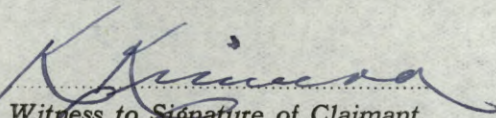
(e) Amount of loss alleged to have been sustained by Claimant under the terms of reference:

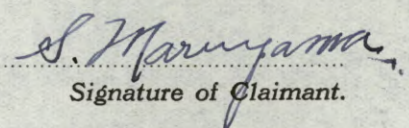
\$189.60

6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

7. An Interpreter will Yes be required.

DATED this 13th day of ~~October~~ ^{November}, A.D. 1947.


Witness to Signature of Claimant.


Signature of Claimant.

STATUTORY DECLARATION

I, Shigeru Maruyama
(Full Name of Claimant)

of Box 366
(Present Address)

Beet Worker
(Occupation)

Picture Butte, Alta.

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.
2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.
3. The above Claim is true and correct.
4. I have not received any payment upon the above Claim other than the following:

mirrored text
\$806.06

And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at Picture Butte
in the Province of Alberta,
this 12th day of November
A.D. 1947.

S. Maruyama

Roscoe D. Wells
A Commissioner for Oaths in and for
the Province of Alberta.

VIRTUE & RUSSELL
Barristers & Solicitors
Lethbridge, Alberta.

STATUTORY DECLARATION

IN THE MATTER OF Order-in-Council
P.C. 1810, as amended by Order-in-Council
P.C. 3737; and

(Full Name of Claimant)

IN THE MATTER OF "THE INQUIRIES
ACT" being Chapter 99 of the Revised
Statutes of Canada, 1927, and

(Occupation)

IN THE MATTER OF a Commission
appointed to inquire into and report upon
the claims of persons of the Japanese Race
under said Orders-in-Council.

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.
2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.
3. The above Claim is true and correct.
4. I have not received any payment upon the above Claim other than the following:

Proof of Claim

And I make this declaration conscientiously believing the same to be true and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at

in the Province of Alberta,

this day of

A.D. 1947.

A Commissioner for Oaths in and for
the Province of Alberta.

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 52

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Mr. Shigeru MARUYAMA

2. Registration Number: 12877

EXHIBIT No. 690-1

DATE Sept. 20/48

FILLED BY W. S. Russell

3. Present Address: Box 366 Picture Butte, Alta.

4. Address Prior To Evacuation: 1288 Le Fevre Road, Aldergrove, B. C.

5. LEGAL DESCRIPTION OF PROPERTY: Parcel 1.

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

Lot One (1) of the West part of the South West Quarter of Section Sixteen (16) Township Thirteen (13) Map Five Thousand Six Hundred and Thirty-seven (5637) in the District of New Westminster.

- (a) Nearest Post Office adjacent to land. Aldergrove, B.C.
- (b) Number of acres: 14.622
- (c) When purchased: October 1935
- (d) Condition when purchased: Give improvements and values in detail as of date of purchase)

Bushland

No Buildings

(e) Purchase Price\$ ^{394.25}~~500.00~~

6. IMPROVEMENTS:

- (a) Clearing.....6.....acres at \$.....per acre \$ 825.00
- (b) Fencing \$ 15.00
- (d) Drainage) 300 ft. Approximately \$ 150.00
- (c) Tillage \$ 50.00
- (e) Weed Eradication \$ 200.00
- (f) Planting \$ 65.00
- (g) \$
- (h) \$

Total	\$ 1305.00	<u>\$1305.00</u>
Carried Forward	\$	\$1305.00 1699.25

Brought forward

1699.25
\$ ~~1805.00~~

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
✓ House	22 x 24	1933	\$ 300.00	\$ 100.00	\$ 400.00
✓ Woodshed	16 x 20	1933	20.00	10.00	30.00
✓ Barn	16 x 22	1938	150.00	50.00	200.00
✓ Bath house	8 x 12	1939	10.00	7.50	17.50
✓ Packing shed	8 x 12	1937	5.00	5.00	10.00

Total Cost of Buildings \$ 657.50 657.50

Total Cost of Land and All Improvements \$ ~~2482.50~~ ^{2356.45}

Fair Market Value Land \$1221.30 Buildings \$ 545.00 \$ 1766.30

Sold by Custodian for \$ 713.00

Loss Claimed on Parcel 1 \$ 1053.30

8. Assessment for 1942:

Land \$

Improvements \$

Total \$

9. Appraisal or Valuation (by Custodian):

Lands	\$	326.00
Improvements	\$	400.00
Total	\$	<u>726.00</u>

10. Rental Value per Year: \$ 700.00

11. Fire Insurance on Buildings: **NONE**
(List amount on each building):

-\$
-\$
-\$
-\$

12. Documents in Support:

- (a) Photographs:
- (b) Deeds **Certificate of Title # 112752 E**
- (c) Agreements to Purchase
- (d) Leases **Shigeui Maruyama to Herbert N. Fraser**
Dated April 29, 1943
- (e) Insurance Policies
- (f) Correspondence
- (g)
- (h)

Parcel 2:- (Add additional sheets if necessary)

(Give exactly the same information as in paragraphs 5 to 12 above)

13. SUMMARY OF LOSSES ON REAL PROPERTY:

Parcel 1	\$ 1053.30
Parcel 2	\$
Parcel 3	\$
Parcel 4	\$

TOTAL:

\$1053.30

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
Baby crib			10.00	
Car jack			.75	
House door			2.00	
High chair			1.00	
Kitchen utensils			1.00	
Wash boiler			.50	
Shake splitter			1.00	
Cross-cut saws 2			10.00	
Boxes 3			5.00	
Double axes 2			.50	
Childrens wagon			1.00	
Crow bar			1.50	
Pick			.50	
Mattick			1.00	
Kitchen chairs 7			3.50	
Kitchen stove			40.00	
Kitchen cabinet			1.00	
Stone crock 6 gal			1.50	
Heater			12.00	
Couch			5.00	
Dining table			10.00	
2 Beds			10.00	
Cultivator			10.00	
Bed Couch			5.00	
Duster			5.00	
Stove sheet			.50	
2 Screen doors			2.00	
2 Square Tables			.50	
Poultry Tables			5.00	
5 Lamps			2.50	
3 Pans			1.00	
Container			.50	
3 Flower Vases			1.00	
Spray Pump			10.00	
Rake			.50	
Manure Fork			.50	
Hay Fork			.50	
Digger			.25	
2 Hoes			.20	
Spade			.50	
2 Wheelbarrows			.50	
2 Saw Handle			.50	
3 Hauling wedge			.25	
Sledge Hammer			.50	
Peepee			.50	
Scale			12.00	
Well wheel			.50	
30 ft. rubber hose			1.50	
Beaver traps			1.00	
Spray barrel			5.00	
Stone crock 2 gal			.15	
Carpet 12 x 14 ft.			3.00	

(ADD ADDITIONAL PAGE IF NECESSARY)

(IF CLAIM FOR VESSEL DESCRIBE ON SEPARATE SHEET NUMBERED 6 A)

\$ 189.60

**PAYMENTS RECEIVED FROM CUSTODIAN ON
PERSONAL PROPERTY**

<u>Item:</u>	<u>Year:</u>	<u>Month:</u>	<u>Amount.</u>
Goods claimed for			189.60
Sold by Custodian for			123.70 96.06

Total: \$ 96.06
~~123.70~~

Total Claim for Personal Property	\$ 189.60
Deduct Payments from Custodian	\$ 123.70 96.06
Net Loss on Personal Property	\$ 65.00 93.54

NOTE: goods sold for \$123.70
claimant received \$ 96.06.

I Certify the above to be True and Correct.

.....
Witness

S. Maruyama
.....
Signature of Claimant.

This Certificate of Indefeasible Title is void as against the title of any person adversely in actual possession of and rightly entitled to the hereditaments included in same at the time of the application upon which this Certificate was granted, and who continues in possession, and is subject to—

- (a.) The subsisting exceptions or reservations contained in the original grant from the Crown:
- (b.) Any Dominion or Provincial tax, rate, or assessment at the date of the application for registration imposed or made a lien or which may thereafter be imposed or made a lien on the land:
- (c.) Any municipal charge, rate, or assessment at the date of the application for registration imposed or which may thereafter be imposed on the land, or which had theretofore been imposed for local improvements or otherwise and which was not then due and payable, including any charge, rate, or assessment imposed by any public corporate body having taxing powers over an area in which the land is situate:
- (d.) Any lease, or agreement for lease, for a period not exceeding three years, where there is actual occupation under the same:
- (e.) Any public highway or right-of-way, water-course, or right of water, or other public easement:
- (f.) Any right of expropriation by Statute:
- (g.) Any *lis pendens* or mechanic's lien, judgment, caveat, or other charge, or any assignment for the benefit of creditors or receiving order or authorized assignment under the "Bankruptcy Act," registered since the date of the application for registration:
- (h.) Any condition, exception, reservation, charge, lien or interest noted or endorsed hereon:
- (i.) The right of any person to show that the whole or any portion of the land is by wrong description of boundaries or parcels improperly included in this certificate:
- (j.) The right of any person to show fraud, wherein the registered owner or wherein the person from or through whom the registered owner derived his right or title otherwise than *bona fide* for value has participated in any degree.

From Certificate No. 112739E.



No. 112752E.

Certificate of Indefeasible Title

Date of Application for registration, the Eighth day of October, 1935.

Register, Vol. --- Fol. 112752E.

This is to certify that SHIGERU MARUYAMA and SHIZUE MARUYAMA

are absolutely and indefeasibly entitled in fee-simple, subject to such charges, liens, and interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and reservations set out hereon, to that piece of land situate in the Municipality of Matsqui and Province of British Columbia, and more particularly known and described as:—

Lot One (1) of the West part of the South West Quarter of
Section Sixteen (16) Township Thirteen (13) Map Five Thousand
Six Hundred and Thirty-seven (5637)

(v) The right of any person to show that the whole or any portion of the land is by wrong description of boundaries or parcels improperly included in this certificate:
 (j.) The right of any person to show fraud, wherein the registered owner or wherein the person from or through whom the registered owner derived his right or title otherwise than *bona fide* for value has participated in any degree.

interests as are notified by endorsement hereon, and subject to the conditions, exceptions, and reservations set out hereon, to that
 piece of land situate in the Municipality of Matsqui
 and Province of British Columbia, and more particularly known and described as:—

Lot One (1) of the West part of the South West Quarter of
 Section Sixteen (16) Township Thirteen (13) Map Five Thousand
 Six Hundred and Thirty-seven (5637)
 in the District of New Westminster.

THE FOLLOWING PIECES OF LAND HAVE
BEEN TRANSFERRED:

Land.					Cert. No.

ms

In witness whereof I have hereunto set my hand and seal of
 office at New Westminster, British
 Columbia, this 9th day of October
 1935.

A. H. Sivewright
 Deputy-Registrar.



For identification
 EXHIBIT NO. 690-A
 DATE Sept-20/48
 FILLED BY W. S. Russell

S. Maruyama
R.R.
Alder Grove

Dwellings 22 x 24 ft.
Woodshed 16 x 28 ft.
Picker house 16 x 20 ft.
Bath house 8 x 10 ft.
Packing shed 10 x 14 ft.

axe double X
single axe X
cultivator
children wagon X
bar X

well wheel
1/2 inch rubber hose 30 ft. X
4 beaver traps X

Kitchen stove
Heater stove
Stove sheet
7 Kitchen chairs
wood sofa
double bed
single bed
2 screen doors
sofa bed
single mattress
double mattress
baby bed X
baby chair X
new door X
round table
2 square tables
carpet 12 x 14 ft.
carpet 8 x 20 ft.
2 cupboards
pantry table
crock gallon size 6
crock gallon size 2 X
lantern
5 lamps
3 pans X
container X
roast pan
2 window screens
3 flower vases X
1 spray pump X
duster
rake X
manure fork
hay fork long handle
1 digger
2 hoe
1 spade
2 wheelbarrow
2 cross cut saws X
2 saw handle X
2 mattick
pick X
3 hauling wedge X
2 split wedge X
sledge hammer X
pee bee X
6 Japanese sythe
scale

barrel (spray)
15 Raspberry Pails
13

✓ hereby acknowledge
receipt of above

S. Maruyama

The X marked words in this
list are put away.

S. Maruyama

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:-

SHIGERU MARIYAMA of Aldergrove

in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

**HERBERT N. FRASER of Aldergrove
in the said Province**

Farmer
(hereinafter called the Lessee)

Of the Second Part

EXHIBIT NO. 690-2

DATE Sept 20/48

FILLED BY W. S. Russell

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 Matsqui in the District of New Westminster and Province of British Columbia, more particularly described as:

**Lot one (1) of the South West quarter of Section sixteen (16)
Township thirteen (13) containing 14.6 acres more or less**

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 **three hundred and seventy-five** Dollars of lawful money of Canada (the receipt whereof 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. 194² 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:-

Two and one half ($2\frac{1}{2}$) acres of strawberries

Three quarter ($\frac{3}{4}$) acre of raspberries, logans and others

Some fruit trees

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 rent for the year 1943 shall be One hundred and eighty-seven fifty (\$187.50) Dollars plus the 1943 taxes and the 1943 Fire Insurance Premium.

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.

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

SHIGERU MARIYAMA and HERBERT N. FRASER
in the presence of

S. Mariyama

M. M. Fletcher

H. N. Fraser

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 **SHIGERU MARIYAMA and HERBERT N. FRASER** 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. M. Fletcher
A Commissioner for taking affidavits
within British Columbia.

DATED 29th day of April A.D. 194...

SHIGERU MAHUYAMA

TO

HERBERT N. FRASER

FARM LEASE

Lessee

JAMES M. CAMPBELL
Barrister - Solicitor

MISSION CITY

B. C.

File 2652
Reg 12777

**THE CORPORATION OF THE
DISTRICT OF MATSQUI
BRITISH COLUMBIA**

Assessments of Land and Improvements for the Year 1943

M. Shigeru Maruyama
Aldergrove
B.C.

EXHIBIT NO. *690-3*
DATE *Sept. 20/48*
FILED BY *W. S. Russell*

Dated at the Office of the Municipal Assessor,
Municipal Hall, Mt. Lehman, B.C.

DECEMBER 1st, 1942

TAKE NOTICE that the undermentioned property has been assessed as follows:

DESCRIPTION OF PROPERTY							ASSESSED VALUE		VALUE OF IMPROVEMENTS	TOTAL VALUE OF LANDS AND IMPROVEMENTS		
D.L.	LOTS	BLOCK	QTR.	SEC.	TWP.	MAP	ACRES	WILD LAND	IMPROVED LAND			
				<i>and Shigeru Maruyama</i>								
	<i>1</i>		<i>SW</i>	<i>16</i>	<i>13</i>	<i>5637</i>	<i>14⁶²²</i>		<i>219⁰⁰</i>	<i>850⁰⁰</i>	<i>1069⁰⁰</i>	
										<i>\$</i>	<i>15</i>	
										<i>944-18</i>		

APPEALS TO COURT OF REVISION UNDER SECTION 234, MUNICIPAL ACT

(1). If any person is of the opinion that an error or omission exists in or upon the assessment roll as prepared by the assessor, in that the name of any person has been wrongfully inserted in or omitted from the roll, or that any land or improvements within the municipality has or have been wrongfully entered upon or omitted from the roll, or that any land or improvements has or have been valued at too high or too low an amount, or that any land has been improperly classified, he may, personally, or by means of a written communication over his signature, or by a solicitor, or by an agent authorized by him in writing to appear on his behalf, come before the Court of Revision and make complaint of such error or omission, and may in general terms state his ground of complaint, and the Court shall either confirm the assessment or direct the alteration thereof.

2. The Municipal Council may, by its clerk, solicitor or otherwise, make complaint against the said roll or any individual entry therein, and upon any ground whatever, and the Court of Revision shall deal with the matter of such complaint and either confirm the assessment or direct the alteration thereof.

3. Every complaint shall be made in writing and shall be delivered to the assessor at least ten days prior to the first annual meeting of the Court of Revision.

4. Notwithstanding anything in this Act contained, no complaint to the Court of Revision as in this section provided, and no appeal to a Judge of the Supreme Court or to a County Court Judge as hereinafter provided, shall be sustained or allowed on the ground that any land has been valued at too high an amount in any case if the assessment of land complained of or appealed against is ten per centum or more less than the assessed value of the same land in and according to the revised assessment roll for the year immediately preceding, or on the ground that any improvements have been valued at too high an amount in any case if the assessment of improvements complained of or appealed against is five per centum or more less than the same improvements in and according to the revised assessment roll for the year immediately preceding.

IF SUCH NOTICE OF APPEAL IS NOT SENT TO ME WITHIN THE TIME HEREIN LIMITED, THEN THE ASSESSMENT AS GIVEN ABOVE WILL STAND, AND YOU WILL HAVE NO FURTHER RIGHT TO APPEAL.

The first Annual Meeting of the Court of Revision, will be held on Monday, the 8th day of February, 1943, at 10 a.m. in the Municipal Hall, Mt. Lehman, B.C.

MUNICIPAL HALL, MT. LEHMAN, B.C.

CARL W. GUSTAFSON, Municipal Assessor

ANALYSIS OF PERSONAL PROPERTY CLAIM

(Mr.) Shigeru MARUYAMA
 NAME Shizue (Mrs. Shigeru) MARUYAMA

8652
 FILE No. 3961
 12877
 REG. No. 12878

EXHIBIT No. _____

DATE May 7/42. DECLARATION April 14/42 EVACUATION Feb. 24/42 May 30/42	INVENTORY TAKEN BY _____ DATE _____	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL NOT FOUN	
			AUCTION	TENDER &c			
<p>Mr. Shigeru MARUYAMA did not declare owning any chattels in his JP Form dated May 7, 1942.</p> <p>Shizue (Mrs. Shigeru) MARUYAMA declared the following in her JP Form dated April 14/42: Household furniture Kitchen Utensils Chinaware Farm implements Carpenter tools, in my house at Aldergrove, B.C.</p>		Baby crib	10.00	F	5.00		
		Car jack	.75				
		House door	2.00				
		High chair	1.00				
		Kitchen utensils	1.00	K	.50		
		Wash boiler	.50	M	3.25		
		Shake splitter	1.00				
		Cross-cut saws 2	10.00	T	4.00		
		Boxes 3	5.00				
		Double axes 2	.50	T			
		Childrens wagon	1.00	M	6.25		
		Crow bar	1.50				
		Pick	.50	T	.50		
		Mattock	1.00				
		Kitchen chairs 7	3.50	F	5.00		
		Kitchen stove	40.00	F	10.00		
		Kitchen cabinet	1.00				
		Stone crock 6 gal	1.50	K	2.50		
		Heater	12.00	F	6.00		
		Couch	5.00	F	6.00		
		Dining table	10.00	F	1.00		
		Beds 2	10.00	F(1)	18.00		
		Cultivator	10.00	M	15.00		
		Bed Couch	5.00	F	5.00		
		Duster	5.00	M	2.50		
		Stove sheet	.50				
		Screen doors 2	2.00	M	3.00		
		Square Tables 2	.50	F	.75		
		Poultry tables	5.00				
		Lamps 5	2.50	F(3)	.50		
		Pans 3	1.00				
		Container	.50				
		Flower Vases 3	1.00				
		Spray pump	10.00	M	5.00		
		Rake	.50				
		Manure Fork	.50	T	1.25		
		Hay Fork	.50	T	1.20		
		Digger	.25	T	1.90		
		Hoes 2	.20				
		Spade	.50				
		Wheelbarrows 2	.50	M	3.25		
		Saw Handles 2	.50				
		Hauling wedge 3	.25	M	1.50		
		Sledge hammer	.50				
		Peavey	.50	T	.85		
		Scale	12.00	M	9.00		
		Well wheel	.50				
		30 ft. rubber hose	1.50	T	3.50		
		Beaver traps	1.00	M	.75		
		Spray barrel	5.00				
		Stone crock 2 gal.	.15	K	.25		
		Carpet 12x14 ft.	3.00	F	.50		
		TOTAL CLAIM =	\$189.60		\$123.70		

Also Sold at Auction but not claimed for:

4 Jap. tubs	M	1.00
Cement	M	.25
Shelves	M	.50
Lantern & sickle	M	.50
Fertilizer	M	.50
Stove pipes	M	1.50
		<u>\$4.25</u>
TOTAL SALES -		\$127.95

RECAP:
 Goods valued by Claimant at \$154.65 were sold at Auction for \$123.70
 Goods valued by Claimant at 5.50 were abandoned
 Goods valued by Claimant at 29.45 were not accounted for theft, etc
TOTAL CLAIM - \$189.60
TOTAL SALES - \$127.95

I

No. 3961

12877

No. 12878

QUANTITY	SALES		DECL. NOT FOUND	NO RECORD AT ANY TIME	ABANDONED	NOT ACCOUNTED FOR THEFT & C	UNSOLD	REMARKS
	TENDER &c	SOLD WITH REAL PROP.						
5.00						X		
.50						X		Some sold as sundries.
3.25						X		
4.00						X		Sold with wedges for \$1.50.
6.25						X		May have been sold with duster etc.
.50						X		May have been sold with duster etc.
5.00						X		May be fixture - built in.
10.00						X		Sold with lamp.
2.50								
6.00								
6.00								
1.00								
18.00					(1)x			
15.00								
5.00								
2.50								
3.00								
.75								
.50						X		Fixture? 1 Lamp & crock sold for \$2.50 Probably sold as sundries May have been sold as sundries May have been sold as sundries
5.00						X		May have been sold as sundries
1.25								Sold with hoe
1.20								Sold with hoe and axe
1.90								Sold with fork and shovel
								Sold as above-mentioned.
						X		May have been sold with duster etc.
3.25						X		May have been sold with sundries.
1.50						X		
.85						X		Sold with a sickle
9.00						X		Fixture? Sold with a sickle
3.50						X		
.75						X		
.25								Sold with pail
.50								Linoleum
<u>23.70</u>								

EXHIBIT NO. 690-4
DATE Sept 20 1948
FILED BY W. S. Russell

NOTE: From a letter dated August 7, 1942, it would appear that Mr. Maruyama took tools and chinaware with him. He is not claiming for chinaware and this might account for tools shown in the "Not Accounted for, theft etc." column.

65 were sold at Auction for \$123.70.
50 were abandoned
45 were not accounted for theft, etc.
60
95

Be-373-P

Farm Appraisal Report

File No. JL-252

Land Description Lot 1, S.W. 1/4 Sec.16, Tp.13, Map 5637.
1288 LeFeuvre Road.

Containing 14.622 Acres

Owner's Name S. MARUYAMA Post Office Address R.R., Aldergrove, B.C.

Nearest Rail Point Bradner - B.C.E.Ry. Distance 5 1/2 miles

Market Town Abbotsford, B.C. Distance 8 1/4 "

Church (give denomination) Aldergrove United Distance 2 1/4 "

Nearest School Aberdeen Distance 2 1/4 "

State how property was identified: By survey posts, map and roads.

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

1288 LeFeuvre Road - about 2 miles South of Highway - gravel, good.

Is this district a good one? Fair.

Employment opportunity Seasonal.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: Fenced West side, barbed wire, fair. Value \$

Water supply: Well - 6' to water - not cribbed. Value \$

BUILDINGS ON FARM

8652

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	14 x 24)	Frame	9'	Shgl.	10	Cedar posts	Fair	250.00
Leanto	8 x 25)		8'					
BARN	x							
Packing Shed	10 x 14	Frame	7'	Shkes.	10	Posts	Fair	25.00
BARN	x							
Bath House	8 x 10	"	7'	"	10	"	"	-
GRANARY	x							
Wood Shed	16 x 28	"	7'	"	10	"	"	25.00
Pickers Hse.	16 x 20	"	12'	"	5	"	Good	100.00
	x							

Total present day value \$ 400.00

Total Value Buildings add to farm \$ 400.00

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

Describe the basement and chimneys: No basement; stove pipe chimney.

No. rooms downstairs? 3 Upstairs? Un-finished Un-finished Paper on studs, part boards.

Are buildings painted? No. Condition of paint -

Distance from nearest bush 35 yards.

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
4.5	Level and sloping	Sandy clay or silty loam-6-14"	Sand and clay	Small fruits, grain, etc. - Fair	50.00	225.00
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.						
10.1	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
	Part level; part rolling	Sdy. & clay or silty lm-6-14"	Sand & Clay	Clearing of bush.	150.	10.00
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 \$ 326.00

Total added by buildings to value of farm \$ 400.00

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

Total value of farm \$ 726.00

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

Farm in fair state of cultivation - rented to H.N. Fraser for \$375.00.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
Small fruits and mixed farming if acreage larger.

Noxious weeds:

Couch grass and thistles.

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

Taxes - \$18.15 - Matsqui Municipality.

Date: June 10th, 1942.

Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 9th day of June 19 42

Inspector's Signature

"R.W. BROWN"

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

JL-252 - S. MARUYAMA

Farm Appraisal Report

Remarks:

Property is located at 1288 on the LeFeuvre Road about 2 miles South of the highway. The soil in this lot is a sandy clay or silty loam of good depth. The clearing is fairly heavy consisting of quite heavy second growth and stumps. The surface is mainly rolling. The dwelling is rather shack-like and is not finished inside. The pickers shack is a fair building, but the packing shed is partly on the road. Part of the road allowance is in crop. The lot is fenced along the road with barbed wire in fair shape. Water is obtained from an uncribbed well. Cultivated acreage is rather small. There is no electricity available at present.

(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

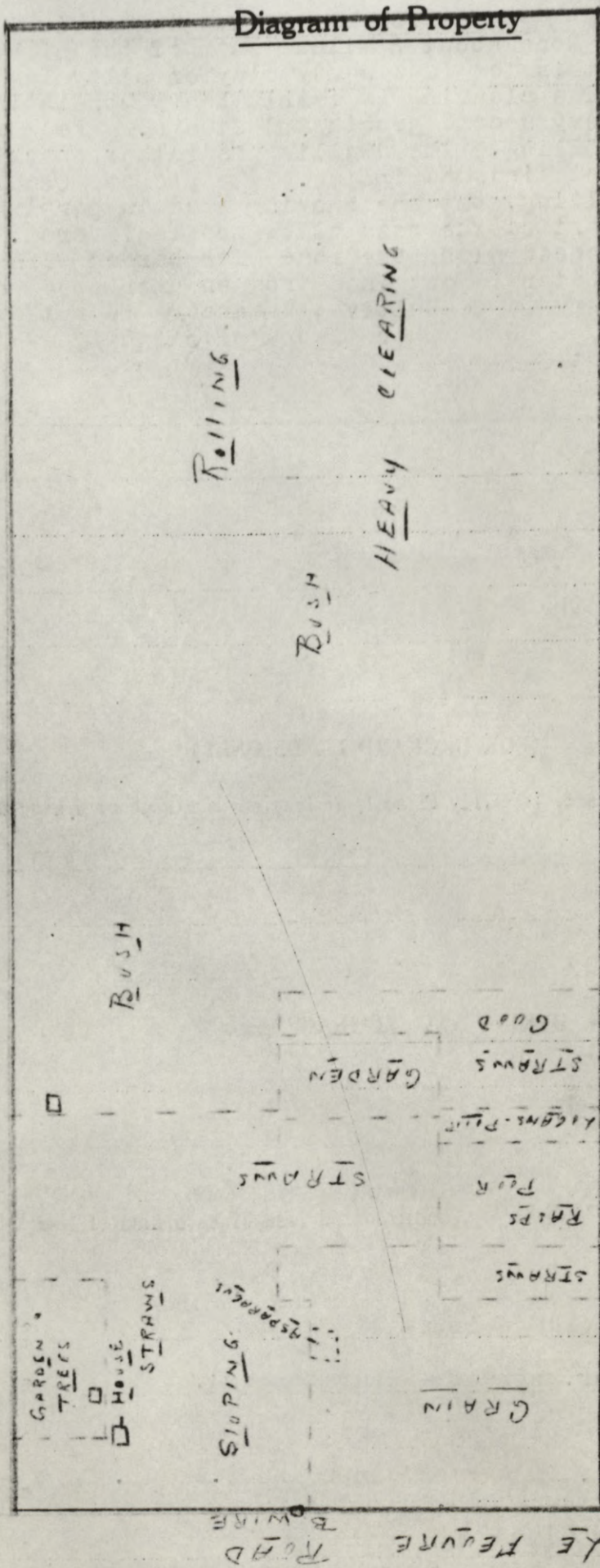
Approximate acreage in small fruits.	\$
2.5 acs. straws - fair to good.	\$
.3 " rasps - poor.	\$
.1 " logans - poor.	\$
also - .5 acs. in garden crops and 1.1 acs. in spring grain.	\$

Total \$

Amount fruit trees add to value of farm \$

SCALE 20A=1"

N



R. W. BROWN

KING ROAD NOT CONSTRUCTED

LOT 1, SW 1/4 Sec 16, T. 13, MAP 5637 - 14.622 AC.

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

value is \$ 700.00

Date 13th June 1942.

"I. T. BARNET"

District Superintendent.

FRASER VALLEY

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: MARUYAMA, Shigeru

HOME ADDRESS: R.R. No. 1. Aldergrove, B.C.

REGISTRATION NUMBER 12877 SEX: Male AGE: 46

OCCUPATION: Farmer

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

EMPLOYER: ---

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Shizue

ADDRESS OF WIFE OR HUSBAND: R. R. - No. 1. Aldergrove, B.C.

NAMES OF ANY LIVING CHILDREN: William (M)

ADDRESS OF CHILDREN: R.R. No. 1. Aldergrove, B.C.

AGE OF CHILDREN: 12 years

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

1. LOCATION AND DESCRIPTION: 14.6 22 acres at R.R. No.1. Aldergrove

Title at home details unknown

2. BUILDINGS AND OTHER IMPROVEMENTS: Four-room dwelling, woodshed, picker bunk house, bath house.

3. INSURANCE (Give particulars; state where policies are) I expect to insure it soon

4. TAXES (Amount and where payable) \$18 for 1941, payable at Matsqui

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

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

Mr. Shemek, Mission, B.C. is the agent and will rent it for me

Wife also attached

- 7. STATE WHEREABOUTS OF TITLE DOCUMENTS: At home
- 8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
- 9. IF FARM LAND STATE CROPS SOWN Strawberries, raspberries, logan berries, gooseberries, red currants, fruit trees. Sold to Mr. Shemek, Mission, BC for \$375. Money received.

- 4. INSUR
- 5. MORT

STATEMENT OF REAL PROPERTY OCCUPIED

- 1. LOCATION AND DESCRIPTION: See page 1
- 2. LANDLORD'S NAME AND ADDRESS: ---
- 3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: ---
- 4. STATE WHEREABOUTS OF LEASE: ---
- 5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) ---
- 6. IF FARM LAND, PARTICULARS OF CROPS SOWN: See clause 9

- 6. MONE
- 7. BONDI
- 8. BANK
- 9. LIFE
- 10. INTER

STATEMENT OF PERSONAL PROPERTY OWNED:

- 1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:.....
- 2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None
- 3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

- 11. SAFET
- LIABILITY
- 1. PERSC
- 2. TRADI

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FOR DEPA

- 4. INSURANCE CARRIED ON ABOVE PROPERTY: None
- 5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None
- 6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None
- 7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) None
- 8. BANK ACCOUNTS: Bank of Montreal, Main & Hastings St., Van.
- 9. LIFE INSURANCE: \$1500 30-year endowment policy In Sun Life Ins. Co.
Beneficiary my wife. Policy at home
- 10. INTEREST IN ANY ESTATES OR TRUSTS None
- 11. SAFETY DEPOSIT BOX: None

LIABILITIES:

- 1. PERSONAL DEBTS: None
- 2. TRADE DEBTS: None

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

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

Dated this 7th day of May 1942.

(Signature) "S. Maruyama"

"F.T. Williams"

Witness

FOR DEPARTMENTAL USE

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

Oct. 21/48.

J. Spratt

OFFICE OF THE CUSTODIAN

EXHIBIT No. DATE STATE FILED BY

JAPANESE SECTION

Sept. 20/48 G.E.A. Rice

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

PERSONAL INFORMATION

NAME: MARUYAMA, Shizue Mrs. Shigeru
HOME ADDRESS: R.R. No. 1, Aldergrove, B.C.
REGISTRATION NUMBER 12878 SEX: Female AGE: 34
OCCUPATION: Housewife

Handbook JP forms also attached

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

EMPLOYER: --

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Shigeru

ADDRESS OF WIFE OR HUSBAND: R.R. No. 1, Aldergrove, B.C.

NAMES OF ANY LIVING CHILDREN: Sadamu William (M)

ADDRESS OF CHILDREN: R.R. No. 1, Aldergrove, B.C.

AGE OF CHILDREN: 12 years

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

1. LOCATION AND DESCRIPTION: Fourteen to fifteen acres at Aldergrove, BC

"Lot 1 SW Section 16 1/2 13 map 5637 14.622 acres"

JOINT O/S WITH HUSBAND

2. BUILDINGS AND OTHER IMPROVEMENTS: Dwelling house 22' x 24'. Four-room.

Woodshed 30' x 15'. Pickers' bunk house 16' x 10'. Packing house

Bath house.

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

4. TAXES (Amount and where payable) \$20 per year. Payable at Matsqui

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

6. OCCUPANCY AND LEASES (If vacant so state) Myself "Lease to Mr.

Graser - written by Shimick"

- 7. STATE WHEREABOUTS OF TITLE DOCUMENTS: At home
- 8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: My husband has a half interest.
- 9. IF FARM LAND STATE CROPS SOWN 2 acres strawberries, 1/2 acre raspberries,
1/4 acre currants and gooseberries, 1/4 acre fruit trees. "sold"

STATEMENT OF REAL PROPERTY OCCUPIED

- 1. LOCATION AND DESCRIPTION: See page 1
- 2. LANDLORD'S NAME AND ADDRESS: Myself and my husband
- 3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None
- 4. STATE WHEREABOUTS OF LEASE: None
- 5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None
- 6. IF FARM LAND, PARTICULARS OF CROPS SOWN: See clause 9

STATEMENT OF PERSONAL PROPERTY OWNED:

- 1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:.....
Household furniture, kitchen utensils, chinaware, farm implements
carpenter tools, in my house at Aldergrove, B.C. "partly
leased rest left in a wood-shed which is boarded up"
- 2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS. 1 dog
"dead"
- 3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

interest.

les,

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE:

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

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

Dated this 14th day of April 194 2.

"F.T. Williams"

Witness

(Signature) "S. Maruyama"

FOR DEPARTMENTAL USE

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

Oct. 21/48.

J. Spratt

EXHIBIT No. 690 - 8
DATE Sept. 20/48
FILED BY G.E.A. Rice

File No. 8652

June 17, 1948.

REAL PROPERTY MEMORANDUM

Re: (Mr.) Shigeru MARUYAMA
Registration No. 12877

Veterans' Land Act transaction.

One Real Property only included, being:

Lot 1 of the West part of the South West quarter of Section 16,
Township 13, Map 5637, Municipality of Matsqui in the District
of New Westminster.

Registered Owners: Shigeru MARUYAMA and Shizue MARUYAMA.

Note: The above-mentioned are husband and wife and the
proceeds from the sale of this property were placed in
a Joint Account in our Office.

Assessment: (1943)

Land..... \$219.00
Improvements..... 850.00
TOTAL - \$1069.00

Soldier Settlement Board Valuation:

Land..... \$326.00
Improvements..... 400.00
TOTAL - \$726.00

Claimant's Valuation:

Land.....\$1221.30
Buildings..... 545.00
TOTAL - \$1766.30

Sold to Director, Veterans' Land Act for \$713.00.

Relative documents attached to Claim File.

WJJ/HMS

"W.J. Johnston"
.....

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

October 21/48.

J. Spratt.

REAL PROPERTY SUMMARY

JAPANESE NAMES: Shigeru MARUYAMA Reg. No. 12877 File No. 8652.
Shizue MARUYAMA " " 12878 " " 3961.

CATALOGUE NO: Sold by Special Arrangement, The Director The Veterans' Land Act.
BC/373-P First Offer.

PROPERTY ADDRESS: 1288 LeFevre Road, Aldergrove, B.C.

LEGAL DESCRIPTION: Lot 1 of the West part of the South West quarter of Section 16
Township 13 Map 5637 Municipality of Matsqui in the District of
New Westminster.

TITLE: Registered in the names of Shigeru MARUYAMA and Shizue MARUYAMA.

ENCUMBRANCES: None registered. No indication of any unregistered charges.

Vesting Order filed No. 25111, dated December 10th, 1942.

ASSESSED VALUE: Land - \$219.00
Improvements- \$850.00 - \$1069.00 Taxes - \$18.15.

CLASSIFICATION: Small fruit farm, dwelling and out-buildings.
The Custodian's representative reported on June 24th 1942, that
this property had an area of 14.622 acres, part of which was
planted to the following crops: $1\frac{3}{4}$ acres strawberries, $\frac{1}{4}$ acre
raspberries, $\frac{1}{8}$ acre gooseberries and red currants, 1 dozen
mixed fruit trees.
1 - $1\frac{1}{2}$ storey 4 room house, 1 pickers house, 1 packing shed, 1
woodshed.

HISTORY OF
ADMINISTRATION:

This property was leased by Shigeru MARUYAMA on 29th April 1942
to Herbert N. FRASER. Term 9 months from 1st May 1942, with option
to extend lease for 1943, under arrangement with the Pacific Co-
operative Union. Consideration \$375.00 paid. Rental for 1943
to be \$187.50 plus Taxes and Fire Insurance Premium.
House and buildings included. Lease extended by Collateral Agree-
ment to September 1st, 1943, consideration \$75.00 payable July
1st, 1943.

Lease and Collateral Agreement handed to The Director The Veterans'
Land Act July 23rd, 1943.

SOLD: To The Director The Veterans' Land Act for \$713.00 as at 1st
January 1943.
Approval of Advisory Committee 1st June, 1943.

Funds released to the Joint Credit of Shizue MARUYAMA, File 3961,
and Shigeru MARUYAMA as at May 9th, 1944, against which were
charges for Registration fees - \$3.00, legal fees - \$15.00, leaving
a net credit of \$695.00 from said transaction.

transaction.

In view of the rent for 1943 being collected by the Custodian, a cheque for \$75.00 covering same, was paid November 17th, 1943, to The Director The Veterans' Land Act.

Certificate of Title No. 169845-E in the name of The Director, The Veterans' Land Act.

The above summary is certified to be in accordance with information on file.
February 27th, 1946.

DAC:ML

"D.A. Cramer"
D.A. Cramer.

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

October 21/48.

J. Sprad.