

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
					867.		767.29			767.29
<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		
						% of Total	Amount		% of Total	Amount
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column		Sale Price of goods Sold by Tender	12% of Sale Price		
					% of Total	Amount		% of Total	Amount	
			46%	40.00		18.40			18.40	
<b>TOTAL RECOMMENDATION</b>										<b>785.69</b>

CASE NO: 696.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,  
September 21st, 1948.

IN THE MATTER OF THE CLAIM OF  
YOSHIHARU MIYADA.

PROCEEDINGS AT HEARING.

Original

CASE NO: 696.

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 21st, 1948.

IN THE MATTER OF THE CLAIM OF  
MOSHIHARU MIYADA.

PROCEEDINGS AT HEARING.

20

APPEARANCES:

G.E.A.RICE, Esq., appearing for the  
 Dominion Government.

W.S. RUSSELL, Esq., appearing for the  
 Claimant.

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MISS LILLIE THOMAS, Secretary.  
 D. J. HANDFORD, Esq., Official Interpreter.  
 S. R. HOWARD, Esq., Official Reporter.

30

Y. Miyada,  
In Chief.

THE SECRETARY: Case No. 696, Yoshiharu Miyada.

MR. RUSSELL: Your Honour, this claim is being amended by the summary of evidence with respect to real property from \$2136.00 to \$1633.00.

SUB-COMMISSIONER: Any change in the personal property?

MR. RUSSELL: No change in the personal property.

10 YOSHIHARU MIYADA, the claimant herein,  
being first duly sworn, testified  
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. RUSSELL:

Q Mr. Miyada, I am showing you a summary of evidence in support of claim? A: Yes.

Q This is the evidence upon which your claim is being based? A: Yes.

Q And this form was made up on your instructions and by your direction? A: Yes.

Q The signature on that document is your own?

A Yes.

20 Q And it is true to the best of your knowledge information and belief?

A Yes.

MR. RUSSELL: I will offer that as the first exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. RUSSELL: Q: Here is an insurance policy with the North West Fire Insurance Company covering the buildings on the land for which you are claiming and insuring them for \$1000.00; do you recognize that policy? A: Yes.

30 Q You caused that policy to be placed on those

Y. Miyada,  
In Chief.

buildings?

A: Yes.

Q And it is dated the 17th of February, 1941?

A Yes.

(POLICY MARKED EXHIBIT NO. 2).

Q And here is a farm lease made between your wife and Eugene Bouffard covering this land (indicating); do you recognize this document, or are you familiar with it?

A: Yes.

Q Was this lease entered into with your approval?

10

A Yes.

Q And the rental in the lease is stated as \$300.00 for nine months?

A Yes.

MR. RUSSELL: I will put that in.

(LEASE MARKED EXHIBIT NO. 3).

MR. RUSSELL: Incidentally, in the summary of evidence, the claimant shows the rental value being \$300.00. That is a mistake, because that lease is for \$300.00 for nine months.

20

MR. RICE: That is the crop year, from April to November. It might be well for the record to state now that the following year the same place was rented to the same person for \$85.00.

THE SUB-COMMISSIONER: By the present claimant?

MR. RICE: I don't think the claimant did it. It was done through the Custodian's office, to the best advantage for the claimant.

MR. RUSSELL: Well, you will be putting in something to that effect.

30

MR. RICE: The lease speaks for itself. On the third

Y. Miyada,  
In Chief.

page of the lease it says,

"The Lessor agrees that, with the permission of the Custodian and the Pacific Co-operative Union, the Lessee may rent the said lands and premises in the year 1943 on payment of a sum equal to the amount of all 1943 taxes charged against the said lands and premises."

MR. RUSSELL: Where does the figure of \$85.00 come in?

10 MR. RICE: That is what it was rented for.

MR. RUSSELL: You are going to substantiate that later?

MR. RICE: Yes, I will submit statements supporting that.

MR. RUSSELL: In the summary of evidence, on the same page, page 4, certain documents are listed, a certificate of title and so on. I have taken the position that if they are listed they should go in, but, possibly, in view of the fact that the possession or ownership of the land is not in dispute, and it is not desirable to clutter up the record, perhaps

20 you don't wish those to go in?

THE SUB-COMMISSIONER: Not if they are consented to.

MR. RUSSELL: In that case I won't bother putting those documents in even though they are referred to.

THE SUB-COMMISSIONER: Very well.

MR. RUSSELL: I will ask my learned friend to produce the assessment for the year 1942. This assessment is from the Municipal Hall, Pitt Meadows, B.C., for \$1750.00. I will put that in.

(ASSESSMENT NOTICE MARKED EXHIBIT NO. 4).

20 MR. RUSSELL: Q: Mr. Miyada, you are claiming for a

Y. Miyada,  
In Chief

carpet in the personal property, \$10.00?

A Yes.

Q Now, in your J.P. form made on the 1st of May, 1942, you listed linoleum among your personal property? Perhaps, if I should show you this.

MR. RICE: You had better put it in if you are using it, perhaps, Mr. Russell.

MR. RUSSELL: Yes.

Q I am showing you a declaration form, a J.P. form, made the 1st of May, 1942?

10

A Yes.

Q. You signed that? A: Yes.

Q Now, under the "Statement of personal property owned" you itemize several things, among which is linoleum? A: Yes.

Q And in your claim you do not claim for linoleum but you do claim for a carpet, \$10.00?

A Yes.

Q Is the carpet the same thing as the linoleum, or is it a different article?

20

A It is different.

Q It is different? A: Yes.

Q Well, why didn't you list the carpet in your J.P. form, in that declaration that I showed you?

A I thought I would soon be returning to the Coast, so that I didn't register.

Q All right. I will put the J.P. form in.

(J.P. FORM MARKED EXHIBIT NO. 5).

30

THE SUB-COMMISSIONER: Well, he doesn't list the linoleum

Y. Miyada,  
Cross-Exam.

in his summary of evidence, does he?

MR. RUSSELL: No.

CROSS EXAMINATION BY MR. RICE:

Q Did you take the linoleum away with you?

A Yes, I took it with me.

Q You took it with you? A: Yes.

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

10

I am submitting the claim to the chattels made by the claimant, there was no record of at any time, or if the Custodian is in any way responsible for the same the claim is exorbitant.

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

(APPRAISAL REPORT MARKED EXHIBIT NO. 6).

MR. RICE: I also submit as an exhibit a real property summary.

(SUMMARY MARKED EXHIBIT NO. 7).

20

MR. RICE: I tender as an exhibit an analysis of personal property, to which is attached a claim on real and personal property.

(ANALYSIS MARKED EXHIBIT NO. 7).

MR. RICE: Q: What was the size of the carpet you refer to in your claim?

A 12 x 8.

Q 12 x 8? A: Yes.

Q And what kind of material was it, a woolen carpet?

A No, it was a cheap carpet, two dollars a yard.

30

It is a linoleum carpet.



Y. Miyada,  
Cross-Exam.

Q Oh, it was a linoleum carpet? A: Yes.

Q You say you took one linoleum away with you  
though? A: Yes.

Q Why was it you didn't take the gramophone away  
with you? A: It was  
big so that I didn't take it with me.

Q It wasn't as big as the linoleum, was it?

A It was quite big so I didn't take it with me.

Q Or wasn't it worth taking with you?

10 A I bought it secondhand.

Q Well, when did you buy it? A: 1939.

Q How much did you pay for it? A: \$35.00.

Q Was that records and gramophone?

A No, not including the records.

Q You didn't leave any linoleum there at all, I  
take it? A: Yes, I  
left some.

Q What did you leave? A: I left  
the gramophone. It was the linoleum carpet I  
left it down.

20

Q It was nailed to the floor, was it?

A No, it was just laid on the floor.

Q Oh, you took the new linoleum with you, did you?

A Yes.

Q And how old was the one that you left there?

A That was bought only one month before evacuation.

Q I thought you said that the linoleum that was  
new you took away with you?

A Yes.

20

Q Well, did you leave new linoleum in the house

Y. Miyada,  
Cross-Exam.

as well as take new linoleum away?

A Yes.

Q Did you buy all of this linoleum at one time?

A Yes.

Q How many pieces did you buy? A: Two pieces.

Q Two pieces? A: Yes.

Q What store did you buy it from?

A Vancouver Simpson.

Q. Vancouver Simpson? A: Yes.

10 Q Why was it you didn't take both pieces with you?

A We were very busy.

Q They could be folded in the one parcel. Why was it you didn't take both when you were taking one?

A We were very busy and rushed at the time of evacuation, so I didn't take them.

Q But that wouldn't prevent you from wrapping up the two pieces of linoleum in the one parcel and taking them away. What are you trying to tell me?

20 A About that time people were coming along to look at the piano and buy the piano and other things and everything was all very busy and upset.

Q And that is the excuse you give for only wrapping up one piece of linoleum instead of wrapping up the two pieces in one parcel? A: Yes.

Q And I suppose the rest of your claim is along the same line, is it? A: Yes.

MR. RUSSELL: I have no further questions.

THE SUB-COMMISSIONER: All right, that is all, thank you.

(Witness aside)

30

(PROCEEDINGS ADJOURNED SINE DIE)

Certified a true and accurate transcript.

"S.R.HOWARD" Official Reporter S.R. Howard

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

L.H. Stack

SUB-COMMISSIONER.

7380  
ACKNOWLEDGED

Case No. 696

NOV 27 1947

## 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.

Leth

1. Name of Claimant in full: **Yoshiharu Miyada** (*Wife to give evidence*)  
Registration No. **14390**
2. Claimant's address at the time of his evacuation from the protected area:  
**Pitt Meadows, B.C.**
3. Claimant's present address:  
**c/o Mr. D. Hall Taber, Alberta**
4. Claim relating to real property:
  - (a) Street address of real property: **Hammond Road, B.C.**
  - (b) Legal description of property:

**Lots Seven (7) and Eight (8) Block "B" of Lot Two Hundred and Eighty-Three (283) Group (1) Map (i) One thousand and Thirty - five (1035) in the District of New Westminster.**

**(ii) Residence - full basement- fir siding, 2nd. storey  
Six rooms.  
Garage. -**

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

10 acres of Land. 6 Acres cleared and 4 acres  
bush. 5 acres Grown in Strawberries and 1 acre  
Asparagus

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

Title No. 146936 E

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

(I) Land—	\$	1,500.00	(with)
(II) Buildings—	\$	1,500.00	

Received by the claimant from the Custodian  
\$864.00

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

\$ 2,136.00

5. Claims relating to personal property, etc.

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

At the residence in Pitt Meadows

- (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:

At the residence

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

Office 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:

Dressing Table	\$15.00
Closet	15.00
Bed	20.00
Carpet	10.00
Gramophone	30.00
Total	<u>-\$90.00</u>

Received no reply from the Custodian to the sale of the above

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

\$ 90.00

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

7. An Interpreter will be be required.

DATED this 14<sup>th</sup> day of ~~October~~ <sup>November</sup>, A.D. 1947.

Samson Sanderson  
Witness to Signature of Claimant.

Yoshiharu Miyabe  
Signature of Claimant.

STATUTORY DECLARATION

I, Yoshiharu Miyada  
(Full Name of Claimant)

of c/o Mr. D. Hall Taber, Alta. Beet Labor  
(Present Address) (Occupation)

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:

Received from the Custodian \$864.00

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 Taber  
in the Province of Alberta,  
this 14<sup>th</sup> day of November  
A.D. 1947.

*Yoshiharu Miyada*

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

VIRTUE & RUSSELL  
Barristers & Solicitors  
Lethbridge, Alberta.

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.

Beet Labor (Occupation)

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:

Received by the Custodian \$864.00

# 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 15th 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. 58

## SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Yoshiharu MIYADA

2. Registration Number: 14390

3. Present Address: c/o D. Hall, Esq., TABER, Alberta.

4. Address Prior To Evacuation: Pitt Meadows, B.C.

EXHIBIT No. 696-1

DATE Sept. 21/48

FILED BY W. S. Russell



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)

**Lots Seven (7) and Eight (8) Block "B" of Lot Two Hundred and eighty three (283) Group One (1) Map One Thousand and Thirty Five (1035) in the Municipality of Pitt Meadows.**

(a) Nearest Post Office adjacent to land. **PITT MEADOWS, B.C.**

(b) Number of acres: **10**

(c) When purchased: **November 23, 1940.**

(d) Condition when purchased: (Give improvements and values in detail as of date of purchase)

**6 acres were cleared and four acres were wild, and covered with weeds.**

**There were buildings as follows: House; woodshed; chicken house, garage and two packing houses. All buildings in poor shape**

(e) Purchase Price ..... \$ **955.00**

6. IMPROVEMENTS:

(a) Clearing.....acres at \$.....per acre \$

(b) Fencing (repairing existing fence) \$ **125.00**

(c) Tillage \$

(d) Drainage \$

(e) Weed Eradication \$

(f) Planting **5 acres strawberries..\$800.00** \$

**1 acre asparagus..... 220.00**

(g) **\$1020.00** \$ **1020.00**

(h) \$ \_\_\_\_\_

Total \$ **1145.00** \$ **1145.00**

Carried Forward \$ **2,100.00**

Brought forward

\$ 2,100.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
Repairs to buildings		1941	\$ 300.00	\$ 100.00	\$ 400.00

Total Cost of Buildings	\$400.00	\$400.00
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Total Cost of Land and All Improvements .....	\$ 2,500.00
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Fair Market Value (claimant had just finished putting his new place in shape when evacuated) .....	\$ 2,500.00
--	-------------

Sold by Custodian for .....	\$ 867.00
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Loss Claimed on Parcel 1 .....	\$ 1,633.00
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8. Assessment for 1942:

Land .....	\$ 1,050.00
------------	-------------

Improvements ....	\$ 700.00
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Total .....	\$ 1,750.00
-------------	-------------

9. Appraisal or Valuation (by Custodian):

Lands .....	\$ 383.50
Improvements .....	\$ 500.00 (Total added by buildings to value of farm)
Total	\$ <u>883.50</u>

10. Rental Value per Year: \$ 300.00 (Land was leased to E. Buffard for this amount, when Claimant was evacuated, land was later sold by custodian)

11. Fire Insurance on Buildings:  
(List amount on each building):

on dwelling house 1½ sty. frame, shingles.....	\$ <u>700.00</u>
.....	\$
.....	\$
.....	\$

12. Documents in Support:

- (a) Photographs: none
- (b) Deeds **Certificate Title No. 146936E**
- (c) Agreements to Purchase
- (d) Leases **Shizuko Miyada to Eugene Bouffard, dated 20th April, 1942.**
- (e) Insurance Policies **No. 205167 with North West Fire Insurance Co.**
- (f) Correspondence **Statement of Sale of Property from Office of Custodian. (undated)**
- (g) **Tax Assessment Notice District of Pitt Meadows.**
- (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 .....	\$ 1,633.00
Parcel 2 .....	\$
Parcel 3 .....	\$
Parcel 4 .....	\$

TOTAL:

\$1,633.00

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
Dressing Table	1937	\$25.00	\$15.00	
Closet	1942	15.00	15.00	
Bed	1942	20.00	20.00	
Carpet	1942	10.00	10.00	
Gramophone	1939	35.00	30.00	
		TOTAL	<u>\$ 90.00</u>	

(ADD ADDITIONAL PAGE IF NECESSARY)

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

PAYMENTS RECEIVED FROM CUSTODIAN ON  
PERSONAL PROPERTY

<u>Item:</u>	<u>Year:</u>	<u>Month:</u>	<u>Amount.</u>
			NIL

Total: \$ NIL

Total Claim for Personal Property .....	\$ 90.00
Deduct Payments from Custodian .....	\$ nil
Net Loss on Personal Property .....	\$ <u>90.00</u>

I Certify the above to be True and Correct.

S. Muzada  
Witness

Y. Muzate  
Signature of Claimant.

FIRE POLICY

SUM INSURED

Nº 205167

\$ 1,000.00

THE  
**NORTH WEST FIRE**  
**INSURANCE COMPANY**

VANCOUVER BRANCH

Agency VANCOUVER, B.C. Rate 2% Premium \$ 20.00

*In Consideration of the stipulations herein named*

and of TWENTY ..... 00/100 Dollars Premium,

THE NORTH WEST FIRE INSURANCE COMPANY, hereinafter called the Insurer

Does Insure YOSHIHARU MIYADA, hereinafter called the Insured,

for the term of THIRTY-SIX MONTHS from the SEVENTEENTH day of FEBRUARY 19 41

at noon, to the SEVENTEENTH day of FEBRUARY 1944 at noon,

against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding

ONE THOUSAND ..... 00/100 Dollars

to the following described property while located as described herein and not elsewhere, to wit:

EXHIBIT No. 696-2  
DATE Sept. 21/48  
FILED BY W. S. Purcell

**FARM PROPERTY**

On the following property owned by the Insured and occupied by Insured for farm purposes only, situate and being on the North side of Hammond Road, between Harris & Bonson Rds., in the Municipality of Pitt Meadows, B.C., on Lots 7 & 8 of Blk. "B" of Lot 283, Twp. 9, N.W.D.

Loss, if any, on buildings only payable to

subject nevertheless, to all the terms and conditions of this policy.

DESCRIPTION OF PROPERTY INSURED	Dimensions of Buildings	Height	Built of	Roofed with	Amount insured by this Policy
Item No. 1. On the Dwelling House and its additions communicating and in contact therewith. No. 1 on diagram and	x	1½ sty.	frame	shingles	700 00
2. On Household Contents as per clause hereunder.		...	...	...	300 00
3. On the building occupied as barn No.....on diagram and	x				Nil.
4. On Farm Produce only while contained therein.					Nil.
5. On the building occupied as barn No.....on diagram and	x				Nil.
6. On Farm Produce only while contained therein.					Nil.
7. On the building occupied as a granary No.....on diagram and	x				Nil.
8. On Farm Produce only while contained therein.					Nil.
9. On the building occupied as a.....No.....on diagram and	x				Nil.
10. On Farm Produce only while contained therein.					Nil.
11. On the building occupied as a.....No.....on diagram.	x				Nil.
12. On					Nil.

On the following property, while contained in any of the above-described buildings, or on the premises.

- 13. On vehicles, farm implements (excluding threshing machines and motor vehicles), tools, utensils, harness and robes. (Not more than one mower and one reaper or binder covered under this item, and those covered are the newest and best on the farm.) Nil.
- 14. On livestock, not more than two-thirds of the cash value recoverable on any one animal, unless specifically insured. Nil.

Such vehicles, horses, livestock and farm produce as are insured under this policy are also covered against loss or damage by fire while en route to or from markets or stables.  
The livestock is insured against lightning anywhere.

On household furniture, supplies and personal effects (including paintings, sculpture, curiosities, works of art, articles of vertu, all at not exceeding cost), printed books, plate, plated ware, jewellery, scientific and musical instruments, clocks, watches, trinkets and mirrors, the property of the Insured or of any member of the Insured's family, only while contained in dwelling No. 1.

No insurance shall apply to the item or items opposite which no specific amount is inserted.

If the insurance under this policy covers more than one of the above items, the liability under each item shall be limited to the specific amounts set opposite each item. \$1000 00

Lightning and Electrical Current Clause:—See Statutory Conditions.

Threshing Machine:—No threshing operations by steam power are permitted within 25 feet of any of the buildings, unless special permit is granted.

Incubators and Brooders:—In consideration of additional premium of \$....., permission is granted to use an incubator or brooder heated by.....in building marked No.....on diagram for a period of.....from.....to.....

Attached to and forming part of Policy No. 205167

of The North West Fire Insurance Co.

Dated 17th. February

194 1 TANAKA INSURANCE AGENCY  
田中保險代理社



No. 7 (Sept., 1937)  
10M-6-40

Per [Signature] Agent.

FIRE POLICY

SUM INSURED

Nº 205167

\$1,000.00

THE

# NORTH WEST FIRE

## INSURANCE COMPANY



1871-8-10  
No. 1 (80th) 1821

VANCOUVER BRANCH

On Fire Products only walls retained therein  
insured to and retained here of policy No. 205167  
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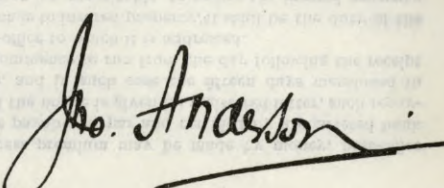
Provisional Receipt No. \_\_\_\_\_  
PLAN REFERENCE: Sheet No. \_\_\_\_\_ Block No. \_\_\_\_\_ Risk \_\_\_\_\_

Cancelled  
This Replaces Policy No. \_\_\_\_\_ New Expired  
PLAN REFERENCE: Sheet No. \_\_\_\_\_ Block No. \_\_\_\_\_ Risk \_\_\_\_\_

PROVIDED THAT if the Insured shall pay or cause to be paid to the Insurer the said premium at or before the commencement date of the term aforesaid, and if the Insurer shall have accepted the said premium, then the Insurer will pay or make good to the Insured all such direct loss or damage which the Insured shall suffer by Fire on the property hereinbefore mentioned, not exceeding in respect of the several matters above mentioned the sums hereby insured thereon respectively, AND PROVIDED FURTHER that this policy is subject to the conditions and stipulations endorsed hereon or annexed hereto, which conditions and stipulations are hereby declared and agreed as constituting the basis of this Insurance.

IN WITNESS WHEREOF, the undersigned being fully authorized hereunto has subscribed his name to these presents, to be valid only when countersigned by a duly authorized Agent of the Insurer.

TANAKA INSURANCE AGENCY  
Countersigned:   
Agent.  
At Vancouver, B.C.,

THE NORTH WEST FIRE INSURANCE COMPANY  
  
Branch Manager at Vancouver.

Date 19th. February 19 41.  
(1500-4-40)



# STATUTORY CONDITIONS

**Misrepresentation** 1. If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

**Form of Contract** 2. After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

**Property Not Insured** 3. Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor-vehicles, are not insured.

**Risks Not Covered** 4. Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:

- (a) For loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;
- (b) For loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;
- (c) For loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or
- (d) For loss of or damage to goods while undergoing any process in or by which the application of fire-heat is necessary.

**Risks Not Covered Except By Special Permission** 5. Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring:—

- Repairs** (a) To buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission:
- Inflammable Substances** (b) While illuminating gas or vapour is generated by the insured, or to his knowledge, in the building insured or which contains the property insured, or while there is stored or kept therein by the insured, or to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal-oil, camphene, gasoline, burning fluid, benzine, naphtha, or any of their constituent parts (refined oil for lighting, heating, or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite, or similar explosives:
- Change of Interest** (c) After the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under *The Bankruptcy Act* or to change of title by succession, by operation of law, or by death:
- Vacancy** (d) When the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

**Explosion and Lightning** 6. The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gasworks, whether fire ensues therefrom or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

**Material Change** 7. Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice, pay to the insurer an additional premium, and in default of such payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

**Other Insurance** 8. (a) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void:

- (b) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof,
- (c) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (a) of this condition.

**Mortgages and Other Payees** 9. Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

**Termination of Insurance** 10. (1) The insurance may be terminated:—

- (a) Subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the pro rata premium for the expired time:
- (b) If on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post-office order or postal note, or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (a) of this condition shall commence to run from the day following the receipt of the registered letter at the post-office to which it is addressed.

**Salvage** 11. After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.

**Insurance on Goods Moved** 12. If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute pro rata towards any loss or expense connected with such act of salvage, according to the respective interests of the parties.

**Entry, Control, Abandonment** 13. After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make appraisal or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

**Who To Make Proof of Loss** 14. Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance-money is payable.

**Requirements After Loss** 15. Any person entitled to claim under this policy shall:—

- (a) Forthwith after loss give notice in writing to the insurer;
- (b) Deliver, as soon thereafter as practicable, a particular account of the loss;
- (c) Furnish therewith a statutory declaration declaring:—
  - (i.) That the account is just and true;
  - (ii.) When and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;
  - (iii.) That the loss did not occur through any wilful act or neglect or the procurement, means, or connivance of the insured;
  - (iv.) The amount of other insurances and names of other insurers;
  - (v.) All liens and encumbrances on the property insured;
  - (vi.) The place where the property insured, if moveable, was deposited at the time of the fire;
- (d) If required and if practicable, produce books of account, warehouse receipts, and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

**Fraud** 16. Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

**Arbitration** 17. If any difference arises as to the value of the property insured, the property saved or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the county or district in which the loss has happened; and such reference shall be subject to the provisions of *The Arbitration Act*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of costs shall be in the discretion of the arbitrators.

**When Loss Payable** 18. The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

**Replacement** 19. The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild, or replace the property within thirty days after receipt of the proofs of loss, and shall thereafter proceed with all due diligence to the completion thereof.

**Action** 20. Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

**Agency** 21. Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

**Waiver of Condition** 22. No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

**Notice** 23. Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post-office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post-office of the agency, if any, from which the application was received.

**Subrogation** 24. The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

## ASSIGNMENT FORM AND CONSENT THERETO

FOR VALUE RECEIVED, ..... hereby transfer, assign and set over unto

\*Insert, as the case may be:

"The Purchaser of the Property"  
"The Mortgagee of the Property"

of

ASSIGNMENT FORM AND CONSENT THERETO

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto

\*Insert, as the case may be:

- "The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

.....of.....
\*.....all.....right,
title and interest in this policy of Insurance and all advantage to be derived therefrom.

WITNESS.....hand and seal at.....this.....day

of.....19.....

Signed, Sealed and Delivered in presence of



THE NORTH WEST FIRE INSURANCE COMPANY, hereby consents to the above Assignment, subject, however, to all the provisos, conditions and stipulations contained in said policy, or endorsed thereon, it being understood that if the Assignment be made in favor of a Mortgagee, or for collateral security, the Insurance under said policy shall continue in the name of the Insured, whose loss, if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

Dated.....19..... Agent

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto

\*Insert, as the case may be:

- "The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

.....of.....
\*.....all.....right,
title and interest in this policy of Insurance and all advantage to be derived therefrom.

WITNESS.....hand and seal at.....this.....day

of.....19.....

Signed, Sealed and Delivered in presence of



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Dated.....19..... Agent

FOR VALUE RECEIVED,.....hereby transfer, assign and set over unto

\*Insert, as the case may be:

- "The Purchaser of the Property"
"The Mortgagee of the Property"
"As Collateral Security"

.....of.....
\*.....all.....right,
title and interest in this policy of Insurance and all advantage to be derived therefrom.

WITNESS.....hand and seal at.....this.....day

of.....19.....

Signed, Sealed and Delivered in presence of



THE NORTH WEST FIRE INSURANCE COMPANY, hereby consents to the above Assignment, subject, however, to all the provisos, conditions and stipulations contained in said policy, or endorsed thereon, it being understood that if the Assignment be made in favor of a Mortgagee, or for collateral security, the Insurance under said policy shall continue in the name of the Insured, whose loss, if any, shall be payable to the Assignee, as the interest of such Assignee may appear.

Dated.....19..... Agent

CANCELLATION RECEIPT

§ ..... 19

Received from THE NORTH WEST FIRE INSURANCE COMPANY,

the sum of ..... Dollars, in consideration of which this Policy is hereby cancelled and surrendered and the Provisional and Renewal Receipts, if any, for this policy, acknowledged to be of none effect.

WITNESS .....

INSURED.

WITNESS .....

Mortgagee.

How Cancelled .....

**FIRE POLICY**  
**No. 205167**

INSURED MR. YOSHIHARU MIYADA,

PROPERTY DWELLING & FURNITURE.

AMOUNT \$1,000.00 PREMIUM \$20.00

EXPIRATION 17th. FEBRUARY, 1944.

**THE**  
**NORTH WEST FIRE**  
**INSURANCE COMPANY**

GUARANTEED BY  
**Union Assurance Society Limited**  
of London, England

Branch Office for the Provinces of  
**BRITISH COLUMBIA and ALBERTA**  
**VANCOUVER, B.C.**

**TANAKA INSURANCE AGENCY**  
田中保險代理社  
**GENERAL INSURANCE**  
PHONE HIGHLAND 2571  
415 POWELL STREET VANCOUVER, B.C.

FOR YOUR OWN SECURITY, PLEASE READ YOUR POLICY, AS ON ITS CONDITIONS ONLY THE COMPANY IS LIABLE; AND IF IT BE NOT MADE OUT IN ACCORDANCE WITH YOUR APPLICATION IMMEDIATELY RETURN IT FOR ALTERATION.

FORM OF REMOVAL

Permission is hereby granted to remove the property insured under

(1st, 2nd, 3rd or all,)

items of this policy to the ..... story building built of  
and roofed with ..... only while occupied as  
and situate

Insurance map references: Sheet ..... Block ..... No. ....

and for not exceeding five days from date hereof, this insurance, under the respective items affected, shall attach in both locations in proportion as the value of the property covered by such items affected in each location bears to the value in both locations, and after such five days in new location only, and not as heretofore.

Dated ..... 19 .....

New Rate ..... %

Agent.

Extra Prem. \$ .....

Return Prem. \$ .....

# FARM LEASE

THIS INDENTURE made in duplicate the 20th day of April A.D., 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

**SHIZUKO MIYADA (wife of YOSHINARU MIYADA) of Pitt Meadows**  
in the Province of British Columbia  
Farmer  
(hereinafter called the Lessor)

Of the First Part

~~EUGENE BOUFFARD~~ <sup>and</sup> **of Port Moody**

in the Province of British Columbia

Farmer

(hereinafter called the Lessee)

EXHIBIT No. 696-3

DATE Sept 21/48

FILLED BY G. S. Russell

Of the Second Part

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

**Lots Seven (7) and Eight (8) of Block "B" of District**

**Block 283 Group One (1) Map 1035.**

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 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 (\$500.00) 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:-

Four (4) acres of strawberries

Three quarter (¾) acres of asparagus

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 194<sub>2</sub>, he shall be able to again rent the said lands for the year 194<sub>3</sub>, 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 194<sub>3</sub> 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 or 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.

The Lessor agrees that, with the permission of the Custodian and the Pacific Co-operative Union, the Lessee may rent the said lands and premises in the year 1943 on payment of a sum equal to the amount of all 1943 taxes charged against the said lands and premises.

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

SHIROKO MIYADA and EUGENE BOUFFARD  
in the presence of

S. Miyada

M. M. Fletcher

E. Bouffard

**AFFIDAVIT OF EXECUTION**

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

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

Sworn before me at Mission City in the Province of British Columbia this twentieth day of April A. D. 1942

M. M. Fletcher

[Signature]  
A Commissioner for taking affidavits within British Columbia.

DATED 20th day of April A.D. 1942

SHIZUKO MIYADA

TO

EUGENE BOUFFARD

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# FARM LEASE

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*Lessor*

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JAMES M. CAMPBELL  
Barrister - Solicitor

MISSION CITY

B. C.

# The Corporation of the District of Pitt Meadows

*Custodian enemy property July 16/42*

*Yoshiharu Miyada  
Pitt Meadows B.C.*

*File 7380  
Ref 14390*

## NOTICE OF ASSESSMENT

**MUNICIPAL HALL, PITT MEADOWS, B. C.**

TAKE NOTICE that you are assessed as below specified for the year 1943. If you deem yourself improperly assessed, you or your agent must notify me in writing at least TEN DAYS previous to the first meeting of the Court of Revision, which will be held in the MUNICIPAL HALL, PITT MEADOWS, B. C., on the 8th day of February, 1943, at 10 a.m.

### SECTION 234 OF THE MUNICIPAL ACT READS AS FOLLOWS:

234. (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 assessment of the same improvements in and according to the revised assessment roll for the year immediately preceding.

**W. T. A. THOMPSON, Assessor,  
Pitt Meadows, B. C.**

**DEC 26 1942**

Roll No.	Block	North Range One East	Township		Value of Improvements		Value of Land	
			Subdivision	Sec.	Acres	\$	c.	\$
85					700		450	
86							600	
	<i>Map 1035-</i>							

EXHIBIT NO. 696-4  
DATE Sept. 2/1943  
FILED BY W. S. Purcell



## 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: MIYADA Yoshiharu  
 HOME ADDRESS: Hammond Rd., Pitt Meadows B.C.  
 REGISTRATION NUMBER 14390 SEX: Male AGE: 30  
 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: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Shizuko

ADDRESS OF WIFE OR HUSBAND: Hammond Rd., Pitt Meadows B.C.

NAMES OF ANY LIVING CHILDREN: Kinuyo (M) Kenichi (M)

ADDRESS OF CHILDREN: Hammond Rd., P.O. Box 15. Pitt Meadows B.C.  
~~XXXXXXXXXXXXXXXXXXXX~~

AGE OF CHILDREN: 5, 3.

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

1. LOCATION AND DESCRIPTION: Lots 7 and 8, Block "B" of Lot 283 Group  
 1, Map 1035. District of New Westminster B.C.

2. BUILDINGS AND OTHER IMPROVEMENTS: 2 Storey wooden frame dwelling  
 house 5 rooms. Garage, Wood Shed.

3. INSURANCE (Give particulars; state where policies are) Union Assurance Society  
 Fire Insurance on Dwelling and Furniture. \$1000.00.  
 Policy No. Unknown. In declarants possession

4. TAXES (Amount and where payable) Taxes \$22.93. Payable at the Municipal  
 Hall, Pitt Meadows B.C. 1941 Paid.

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

6. OCCUPANCY AND LEASES (If vacant so state) Occupied by owner at present  
 Leased to Mr Eugene Bonffard, for \$300.00. Crop and House  
 Port Moody B.C.

EXHIBIT No. 696-5

DATE Sept. 21/48

FILED BY W. J. Russell

5946

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In declarants possession
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: none
9. IF FARM LAND STATE CROPS SOWN: Strawberries, Asparagus, Fruit Trees.  
Sold per Mr Shimek for \$300. Cash \$150; balance by cheque to be  
cashed Sept 1942

**STATEMENT OF REAL PROPERTY OCCUPIED**

1. LOCATION AND DESCRIPTION: See page 1, Section 2
2. LANDLORD'S NAME AND ADDRESS: none
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: none

**STATEMENT OF PERSONAL PROPERTY OWNED:**

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: Wardrobe Dresser, Dining Table and Chairs,  
1 Heater Stove, Bridge Lamp, Linoleum.  
All to be left in house on Hammond Rd., Pitt Meadows B.C.
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS: none
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY: none

4. INSURANCE CARRIED ON ABOVE PROPERTY: none

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

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) \$150  
as per cheque received from none F. Shimek, who cashed Sept 1942  
paid June 1943.

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

8. BANK ACCOUNTS: none

9. LIFE INSURANCE: Sun Life Assurance Co. \$1500.00 . Policy No. unknown. Policy in declarants possession.

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 1st day of May 1942.

(Signature) J. Murphy

J. H. Williams  
Witness

FOR DEPARTMENTAL USE

BC-500-P  
BC-3087-B

# Farm Appraisal Report

File No. JL-388

Land Description Lots 7-8 - Block "B" of Lot 283, Gp.1, Map 1035.

Containing 10 Acres

Owner's Name MIYADA, Yoshiharu Post Office Address Pitt Meadows, B.C.

Nearest Rail Point Pitt Meadows, B.C. Distance 1/2 mile

Market Town New Westminster Distance 15 "

Church (give denomination) Church of England Distance 1/2 "

Nearest School Pitt Meadows, B.C. Distance 1/4 "

State how property was identified: Map location and corner post.

Roads: State whether property has access to main road, the kind of road and its condition.  
Direct access to Hammond Road - gravel, good condition.

Is this district a good one? Fairly good - Co-operative marketing.

Employment opportunity Two sawmills, brickyard, and peat plant.

Predominating Nationality and religion: Mixed, Japanese predominating.

Describe Fencing and its condition: Rail fence on South - old and poor. Value \$

Water supply: Domestic supply from deep well - supply good. Value \$

## BUILDINGS ON FARM

7380

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	27 x 36	Frame	1 1/2 st.	Shgl.	18-20	Wood	Poor	700.00
Shed	18 x 24	Posts & Shake	8'	Shke.	old	"	"	20.00
BARN Garage	12 x 18	Frame	8'	Shgl.	10	"	Fair	30.00
BARN Poultry	14 x 16	Frame	5-7'	Shgl.	10	"	Poor	20.00
GRANARY	x							
	x							
	x							
	x							
	x							

EXHIBIT NO. 696-6  
DATE Sept 21/48  
FILED BY G. R. Rice

Total present day value \$ 770.00

Total Value Buildings add to farm \$ 500.00

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

Describe the basement and chimneys: Full basement; wood lagged, on posts; dirt floor, poor condition. Brick chimney on bracket.

No. rooms downstairs? 5 Upstairs? Not finished. How finished Woodlined-first floor.

Are buildings painted? No. Condition of paint -

Distance from nearest bush 300 feet.

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
5.67	Level	Sandy loam, 12" to 18"	Sand and Gravel	Small fruit and grass.	60.00	340.20
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
4.33	Level	Sdy.lm. 12-18"	Sand & Gravel	Clearing bush - stumping.	100.00 per ac.up	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 \$ 383.50

Total added by buildings to value of farm \$ 500.00

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

Total value of farm \$ 883.50

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:  
Farm generally in poor condition, with soil fertility depleted.  
Leased to E. Burffard.

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

Noxious weeds:

None of consequence.

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

Lot 7-1942 Tax-\$13.13) District of Pitt Meadows.  
Lot 8-1942 " -\$12.60)

Date: June 26th, 1942.  
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 25 day of June 1942

Inspector's Signature

"H.L. SINCLAIR"

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

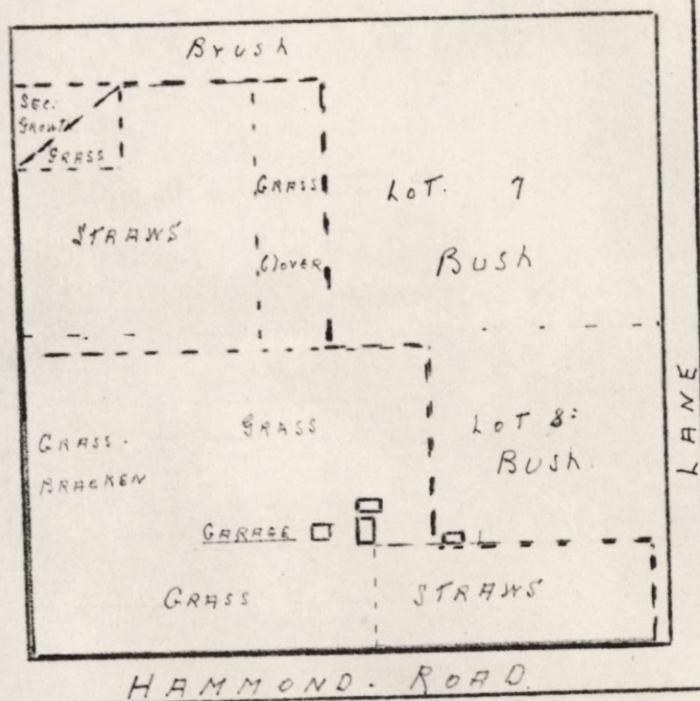


Diagram of Property

LOTS-7-8-Block-"B"-of Lot-283-Exp-1-Map 1035

10 ACES

Yoshihara-Miyada



SCALE-200' = 1-INCH

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

value is \$ 800.00

Date 29th June 1942.

"I.T. BARNET"  
District Superintendent.

696 - 7  
EXHIBIT No. \_\_\_\_\_  
DATE Sept. 21/48  
FILED BY  
G. E. A. Rice

REAL PROPERTY SUMMARY

JAPANESE NAME: Yoshiharu MIYADA Reg. No. 14390 File No. 7380  
Copy for File 5746.

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act.  
BC/500-P. First Offer.

PROPERTY ADDRESS: Hammond Road, Pitt Meadows, B. C.

LEGAL DESCRIPTION: Lots 7 and 8, Block "B" of Lot 283, Group 1, Map 1035, Municipality  
of Pitt Meadows, D. N. W.

TITLE: Registered in the name of Yoshiharu MIYADA.

ENCUMBRANCES: None registered. No indication of any unregistered charges.  
Vesting Order filed No. 24323, dated July 16th, 1942.

ASSESSED VALUES:

Lot 7 - Land	\$450.00		
- Improvements	700.00	- \$1150.00	Taxes @ \$13.13
Lot 8 - Land	600.00	- 600.00	Taxes - 12.60
		<u>\$1750.00</u>	<u>\$25.73.</u>

CLASSIFICATION: Small Berry and Vegetable Farm, Dwelling and out-buildings.  
Yoshiharu MIYADA, declared on his JP Form, signed 1st May, 1942,  
that he owned Lots 7 and 8 described above, which were planted to  
the following crops; strawberries, asparagus and fruit trees, and  
that there was 1 - 2 storey 5 room dwelling, 1 garage, 1 woodshed.

HISTORY OF  
ADMINISTRATION: SHIZUKO MIYADA (wife of Yoshiharu MIYADA), File 5746, leased this  
property to Eugene Bouffard on 20th April, 1942, for the term of 9  
months from 1st May, 1942, with option to extend lease for 1943, under  
arrangements with Pacific Co-operative Union. Consideration - \$300.00,  
\$150.00 cash and a post-dated cheque of the Pacific Co-operative Union  
for \$150.00, which was paid June 9th, 1943.  
This lease was extended by Collateral Agreement to October 31st, 1943.  
Consideration being \$85.00, payable July 31st, 1943.  
As the lease and collateral agreement were handed to The Director,  
The Veterans' Land Act, July 31st, 1943, this amount was paid to them  
direct.

SOLD: To the Director, the Veterans' Land Act for \$867.00 as at 1st January,  
1943.  
Approval of Advisory Committee - 1st June, 1943.



1943

Page 2.

File No. 7380.

Funds released to the credit of Yoshiharu MIYADA as at January 27th, 1944, against which were charges for Registration Fees - \$3.00, Legal Fees - \$15.00, leaving a net credit of \$849.00 from said transaction.

Certificate of Title No. 166116-E in the name of The Director, The Veterans' Land Act.

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

May 13th, 1946.

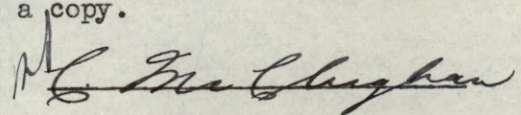
"D. A. Cramer"

D. A. CRAMER.

DAC:JS

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

Oct. 23, 1948

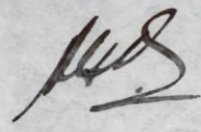


CLAIM ON REAL AND PERSONAL PROPERTY

Claimant: Yoshiharu MIYADA.

File No. 7380.

	<u>Amount</u>	<u>On</u>	<u>Jap. Valuation</u>	<u>Ass. Value</u>	<u>VLA Appr.</u>	<u>Realized</u>	<u>Remarks</u>
(1)	\$1,500.00	Farmland (10 acres), Pitt Meadows	\$1,500.00	\$1,050.00	\$383.50	)	(1) VLA appraiser described this land as "a poor property" but capable of being reclaimed into a good Berry proposition.
						) \$867.00	
(2)	\$1,500.00	Buildings on above land	\$1,500.00	\$ 700.00	\$500.00	)	(2) The 5-room Dwelling and other buildings are described as being old and in poor condition.
						)	
	\$3,000.00	Claimant's total					
	\$ 864.00	Acknowledged Custodian Credit					
	\$2,136.00	<u>Amount of Real Property Claim</u>					
(3)	\$ 90.00	Furniture as listed in Claim	\$ 90.00	—	—	—	(3) Our files carry no trace of the items in personal property claim (\$90.00).
	\$ 90.00	<u>Amount of Personal Property Claim</u>					
	\$2,226.00	<u>Total amount of Claim</u>					



Vancouver, B. C., June 16/48.

RGB/P.

# ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 7380

EXHIBIT No. \_\_\_\_\_

NAME Yoshiharu MIYADA.

REG. No. 14390

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
DECLARATION <u>1/5/42</u>	TAKEN BY _____					
EVACUATION <u>24/2/42</u>	DATE _____					

Wardrobe Dresser  
 Dining Table & Chairs  
 1 Heater Stove  
 Bridge Lamp  
 Linoleum

Dressing Table	\$15.00
Closet	15.00
Bed	20.00
Carpet	10.00
Gramophone	<u>30.00</u>
<b>Amt. of Pers. Prop. Claim:</b>	<b><u>\$90.00</u></b>

### RECAPITULATION

<u>Claim</u>	<u>Disposition</u>
\$30.00	No Account, Theft &c
<u>\$60.00</u>	No Record at Anytime
<u>\$90.00</u>	<u>Amt. of Pers. Prop. Claim</u>

Vancouver, B. C., June 16/48.

RGB/P.

7380

EXHIBIT No. \_\_\_\_\_

CASE No. \_\_\_\_\_

14390

VENUE Lethbridge.

SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	REMARKS
			✓ ✓ ✓		✓ ✓		

EXHIBIT NO. 696-8  
 DATE Sept 21/48  
 FILLED BY G. S. Rice

GREAT WESTERN BOND  
 MADE IN CANADA