

Name of Claimant

TSUJITA, Takeji

Case

799

Custodian File

3411

<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
					594.		863.61			863.61
<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%	370.00		170.20			170.20	
TOTAL RECOMMENDATION										1033.81

CASE NO. 799.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,

October 15th, 1948.

IN THE MATTER OF THE CLAIM OF

TAKEJI TSUJITA.

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 R. M. EDMANSON, SUB-COMMISSIONER).

10

Lethbridge, Alberta,
 October 15th, 1948.

IN THE MATTER OF THE CLAIM OF
TAKEJI TSUJITA.

PROCEEDINGS AT HEARING.

20

APPEARANCES:

G.E.A. RICE, Esq., K.C.,	appearing for the Dominion Government.
A.G.VIRTUE, Esq., K.C.,	appearing for the Claimant.

MISS LILLIE THOMAS,	Secretary.
MRS. LUCIE HANDFORD,	Official Interpreter.
S.R. HOWARD, Esq.,	Official Reporter.

30

T. Tsujita,
In Chief.

THE SECRETARY: Case No. 799, Takeji Tsujita.

TAKEJI TSUJITA, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

- Q Before you were evacuated I believe you lived at Whonock, British Columbia? A: Yes.
- Q Is Whonock in the Fraser Valley?
- A Yes.
- 10 Q And how far from New Westminster?
- A About twenty miles.
- Q And how big a place is Whonock? How many people lived in Whonock? A: About forty or fifty Japanese families and the same number of white families.
- Q And had you a little over fifteen acres of land there? A: Yes.
- Q When did you buy that land? A: 1936.
- Q Did you pay \$1500.00 for it? A: Yes.
- 20 Q At that time I believe there was only two and a half acres cleared and the balance was covered with bush? A: Yes.
- Q There was a dwelling house on the property but it wasn't finished inside? A: Yes.
- Q Now, you cleared three and a half acres and another acre that you partly cleared?
- A Yes.
- Q And you put in drainage, and you planted hops and fruit trees and four acres of strawberries?
- 30 A Yes.

T. Tsujita,
In Chief.

Q That all cost you about \$2170.00, is that right?

A Yes.

Q Now, you finished the house and you put on three packing sheds and built a two roomed house and a woodshed?

A: Yes.

Q And the value of that or the cost of that was \$585.00, to build them?

A: Yes.

Q So that the land and the improvements and the clearing and the buildings cost altogether about \$4255.00?

10

A: Yes.

Q But you only value that land at the time you were evacuated at \$3000.00?

A: Yes. I don't think that is a very high estimate.

Q You don't what?

A: I don't consider that a very high estimate.

Q Do you know that the Custodian sold it for \$594.00, the whole property?

A: Yes.

Q What do you think about that price?

A I think it is cheap; it doesn't even cover the cost of the house.

20

Q It doesn't cover the cost of the house?

A Yes.

Q Now, you also owned some buildings on land, the land being owned by Yoshihiko Ikeda?

A Yes.

Q You aren't making any claim for the land that is in the joint names of Ikeda and yourself?

A No, I am not claiming for that.

Q You are allowing Ikeda to claim for that and you aren't going to claim that land at all?

30

T. Tsujita,
In Chief.

A Yes, that is correct.

Q But you do claim for the buildings on it, the four room house which you value at \$200.00, and the rabbit shed which you value at \$50.00?

A Yes.

Q Is that a fair price for those buildings?

A Yes, I would consider it.

Q Now, you left some personal property other than this property, furniture and farm implements behind, did you, when you were evacuated?

10

A Yes, I did.

Q And is this the list prepared by you of your furniture and your farm implements?

A Yes.

Q And did you leave all those things behind when you were evacuated? A: Yes.

Q Where did you leave them? A: The furniture was left in the house, the implements were left in an east room.

20 Q Of the house? A: Of the house.

Q Now, you put a value on them of \$880.00; what do you say about that value?

A Well, I have nothing particular to say.

Q Well, do you think it is a high value or a fair value or a low value? A: I think it is a fair value.

Q Is that your signature on that form (indicating)?

A Yes.

Q And do you say that the statements made in this form are true? A: Yes.

30

T. Tsujita,
In Chief.
Cross Exam.

Q They are true? A: Yes.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: There is a tax notice for 1941?

A Yes.

Q And the improvements are assessed at \$800.00
and the land at \$1100.00, assessed for \$1900.00?

A Yes.

(ASSESSMENT MARKED EXHIBIT NO. 2).

MR. VIRTUE: Q: Did you have some fire insurance on
your property?

10

A: Yes, I had
\$1500.00 worth of insurance, \$1000.00 on the
house and \$500.00 on my furniture.

Q Is this the insurance policy?

A Yes.

Q \$1000.00 and \$500.00? A: Yes, that is right.

(POLICY MARKED EXHIBIT NO. 3).

MR. VIRTUE: Q: This is your deed for your land, is it?

A Yes.

(DEED MARKED EXHIBIT NO. 4).

20 MR. VIRTUE: All right.

MR. RICE: I am submitting, your Honour, that this
claim should be considered along with that of
Yoshihiko Ikeda, listed as V-32, file No. 3399.
It was 32 on Mr. Virtue's list.

MR. VIRTUE: I think we have made it plain in both
cases what the arrangement was.

THE SUB-COMMISSIONER: Pardon?

MR. VIRTUE: I think both in the Ikeda case and in
this case we have made it plain what the arrangement
was, that on the second property listed, although

30

T. Tsujita,
Cross Exam.

it was held jointly, Ikeda was allowed to make the claim to the land, and he will not make any claim to the land, and is only making a claim with respect to the buildings sitting on the land.

THE SUB-COMMISSIONER: Yes.

MR. RICE: I understand the land, according to your statement, is held by tenancy in common.

MR. VIRTUE: Yes, but we have stood back and allowed Ikeda to claim for it. In other words, we say
10 that he can make the claim for the land and we are not making any claim at all.

THE SUB-COMMISSIONER: That is the second parcel?

MR. VIRTUE: Yes, your Honour.

THE SUB-COMMISSIONER: And there are two buildings on it which this man is claiming for.

MR. RICE: The East Half of the Southeast Quarter of One.

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

20 I am submitting that the chattels that are claimed for by the claimant, if the Custodian is held responsible in any manner, the claim made to the same is exorbitant. I am submitting that certain of the chattels were declared and never found, and it would appear that there is no accounting on account of theft of others. One item, a water sprayer, \$130.00, the claim has been abandoned.

I am submitting the following documents as
30 exhibits in the claim: Farm appraisal report.

T. Tsujita,
Cross Exam.

(APPRAISAL REPORT MARKED EXHIBIT NO. 5).

MR. RICE: Three real property summaries.

(SUMMARIES MARKED EXHIBIT NO. 6).

MR. RICE: An analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 7).

CROSS EXAMINATION BY MR. RICE:

10 Q I show you a J.P. form (indicating); will you look
at that and tell me if it was completed and signed
by you? It is dated the 13th of April, 1942.

A Yes.

MR. RICE: I tender the J.P. form.

(J.P. FORM MARKED EXHIBIT NO. 8).

20 MR. RICE: I observe, your Honour, that the claim as
originally filed for the land by this claimant
was \$3250.00, that was in November, 1947, and in
March, 1948, an amended claim was filed for the
land amounting to \$4170.00; and today the claim
is apparently further amended claiming \$3000.00,
am I right?

MR. VIRTUE: Yes. In order to see just how those
figures apply, we have to follow the proof of
claim. That is, the amendment was to Clause (e)
of the proof of claim, and the amendment there
was, fair market value of land \$3670.00 and
the buildings \$500.00, total \$4170.00. Now,
then, the claimant in preparing his summary of
evidence has reduced the fair market value for
the entire property to \$3000.00.

30 MR. RICE: And the claim for the chattels has been reduced

T. Tsujita,
Discussion.

from \$1010.00 to \$880.00?

MR. VIRTUE: Yes.

MR. RICE: All right.

THE SUB-COMMISSIONER: That is all, thank you.

MR. VIRTUE: I merely refer to the analysis of personal property, sir, and under the "Declared, not found" column we have eight items, and under "No account, theft, etc.," we have about double that number of items.

10

Then in the farm analysis or farm appraisal we have that the nearest rail point is three-quarters of a mile, market town Haney, six miles, the nearest school a mile. "Roads: Fronts on No. 2 Road and 28th Avenue, good gravelled municipal roads." "Water supply: Good dug domestic well, adequate." Then the buildings are valued. And I call attention to this, because he gives the state of repair as very fair and fair for type, and the total present day value of \$440.00, and he cuts that down to \$300.00.

20

Then the value per acre of the land, the cleared and planted land, he gives at \$65.00, and at the same time he gives the reclamation cost per acre as \$150.00 to \$200.00. And over on the back he shows .77 acres of hops and over three acres of strawberries, and he doesn't put any value on them at all.

That is all, thank you, sir.

30

(Witness aside)
(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the transcript accurate:

"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.

P. M. Edman
SUB-COMMISSIONER.

3411

J.P.

Case No. 799

NOV 27 1947

Proof of Claim

Leth

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: **TSUJITA, Takeji.**
- Registration No. **13557**
2. Claimant's address at the time of his evacuation from the protected area:
28th Avenue, Whonock, B.C.
3. Claimant's present address:
Iron Springs, Alberta.
4. Claim relating to real property:
- (a) Street address of real property: **28th Avenue, 2nd Road, Whonock, B.C.**
- (b) Legal description of property:

15 acres of Lot 9 and 10 of the South West Quarter of Section 6.

169
Sub. from Lot

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

Farm- 15 acres of small mixed farm.
(4⁶ acres of cultivated land and
9 acres of bush land.)

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

Title No. 117603 E.

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

(I) Land— \$ 2000.00.

(II) Buildings— \$ 1250.00

1. House- 24'x28' with projection 12x 16'
(5 rooms) with 24'x 28' basement.
2. House-12'x36' (2 rooms)
(list continued on following page)

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

\$ 2656.00

5. Claims relating to personal property, etc.

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

28th Avenue, 2nd Road, Whonock, 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:

Furniture- Stored in building.
Tools and farm implements-Stored in east side of
building with locked door.

BUILDINGS. (continued).

(3) House-26'x24' (4 rooms)

(4) Woodshed - 16'x30'

(5) Packing sheds - (a) 10'x12'
(b) 10'x16'
(c) 14'x16'

(6) Rabbit house - 10'x24'

Re: (3) and (6)

Municipality of Maple Ridge, part 9.95 acres more or less
of the East half of the South East quarter of Section 1,
Township 12, shown lettered "A" on sketch dep. 3508,
District of New Westminster, C. of E. 50268.

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

Consigned to 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:

Home Furniture

- 2 cook stoves
- heater
- 4 bed
- 4 table
- 6 chair
- 3 chair
- 1 sofa
- 3 cupboards
- 4 lamps

-Value of \$200

Farm Implements

- 3 shovels
- 5 saws
- 3 axes
- 4 hoes
- 5 forks
- 1 wheel barrow
- 1 crowbar
- 1 sledge hammer
- 1 scythe
- 3 sickles
- 5 hop baskets
- 1 dust sprayer
- 1 water sprayer machine
- Hop wires (No. 6 - 200 lbs. and No. 8 - 700 lbs.)
- 1 scale
- 2 mattocks
- 1 peeves
- 2 wedges

Valued at \$300.00

Cert. No. 31 for 7 shs. Western Canada

Hop Co-operative -- \$70.00

Cert. No. 290 for 44 shs. Pacific Co

Co-op Union -- \$440.00

Value of \$510.00

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

~~\$500.00~~

\$1010.00

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

7. An Interpreter will 12th be required.

DATED this 12th day of October, A.D. 1947.
November

[Signature]
Witness to Signature of Claimant.

[Signature]
Signature of Claimant.

STATUTORY DECLARATION

Takeji Tsujita

I,
(Full Name of Claimant)

Iron Springs, Alberta

Farm Laborer.

of
(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:

Amount received from Custodian \$594.00

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

Iron Springs

in the Province of Alberta,

this

19

day of

Nov

A.D. 1947.

T. Tsujita

Assurance

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)

(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.

3212- 172

March, 9th 1948

A. Watson, Esq.
Secretary to Japanese Commission
c/o Custodian,
Royal Bank Building,
Vancouver, B.C.

3411

Re. Takeji Tsujita
Reg. No. 13557

Dear Sir.

Mr. Takeji Tsujita has requested that an amendment be made to his proof of claim dated 19th Nov. 1947 and that the figures in paragraph (e) which read (I) Land \$2000.00

2 Bldgs. 1250.00

\$3250.00 be

deleted and the following figures substituted therefore and paragraph (e) shall read as follows

I Land	\$3670.00
2 Bldgs.	500.00
Total	----- \$4170.00

MAR- 1-2- 1948

Yours Truly

Virtue & Russell.

Per O. McNeill

*Auth. from Land
169*

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 141

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: **Takeji TSUJITA**

2. Registration Number: **13557**

3. Present Address: **Iron Springs, Alberta.**

4. Address Prior To Evacuation: **28th Ave., Whonnock, B.C.**

EXHIBIT No. 799-1
DATE October 15/48
FILED BY A. M. Virtue

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 Nine (9), and Ten (10), of the South West Quarter of Section Six (6), Township Fifteen (15), Map Two Thousand Seven Hundred and Twenty-One. (2721). in the District of New Westminster.

- (a) Nearest Post Office adjacent to land. Whonnock, B.C.
- (b) Number of acres: 15.23
- (c) When purchased: 1936
- (d) Condition when purchased: (Give improvements and values in detail as of date of purchase)
 2½ acres cleared, remaining portion was covered with bush. One dwelling house on the property, the interior, unfinished.
- (e) Purchase Price\$1500.00

6. IMPROVEMENTS:

(a) Clearing 3½ and 1 acre of bush clearing.	at \$.....per acre	\$ 700.00	
(b) Fencing	none	\$	
(c) Tillage	ploughing and cultivation	\$ 200.00	
(d) Drainage		\$ 200.00	
(e) Weed Eradication	from fall of 1941 to Spring of 1942	\$ 150.00	
(f) Planting Hops(wiring, posts, plants)		\$	
	.....	\$200.00	
(g) Fruit Trees	.....	30.00	
Strawberries (4 acres)	.....	690.00	
(h)	Total	\$920.00	\$ 920.00
	Total	\$ 2,170.00	\$ 2,170.00
	Carried Forward	\$	\$ 3,670.00

Brought forward

\$ 3670.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
Finishing Const. of dwelling with projection	24x28 12 x 16	1934	200.00	100.00	300.00
3 packing sheds	10 x 16 10 x 12 14 x 16	1934	125.00	75.00	200.00
House 2 rooms	12 x 36	1936	35.00	15.00	50.00
Woodshed	16 x 30	1934	25.00	10.00	35.00

Total Cost of Buildings

585.00

585.00

Total Cost of Land and All Improvements

\$ 4255.00

Fair Market Value Land \$2000.00 Buildings \$1000.00 \$

3000.00

Sold by Custodian for

\$ 594.00

Loss Claimed on Parcel 1

\$ 2406.00

8. Assessment for 1942:

Land \$ 1100.00

Improvements \$ 800.00

Total \$ 1900.00

9. Appraisal or Valuation (by Custodian):

Lands	\$ 305.15
Improvements	\$ 300.00
Total	\$ <u>605.15</u>

10. Rental Value per Year: \$ 800.00

11. Fire Insurance on Buildings:

(List amount on each building):

.....dwelling.....	\$ 1000.00
.....	\$
.....	\$
.....	\$

12. Documents in Support:

(a) Photographs:

(b) Deeds

(c) Agreements to Purchase

(d) Leases

(e) Insurance Policies North West Fire # 199789

(f) Correspondence Certificate of Title # 117603 E
Assessment papers Maple Ridge
Statement of Sale price form Custodian

(g)

(h)

Parcel 2

TAKEJI TSUJITA

Buildings only on property jointly owned with Yoshihiko IKEDA
Legal Discription.

Municipality of Maple Ridge, Part 9.95 acres more or
less of the East half of the South East Quarter of Section
One (1) Township Twelve (12), Shown letter "A" on Sketch
deposited No. 3508 Municipality of Maple Ridge.

Land held by Tenancy in Common by Claimant and Yoshihiko
Ikeda who claims for whole of land under Power of Attorney
from Claimant excepting for two buildings listed below.

		<u>Built</u>	<u>Material</u>	<u>Labor</u>	<u>Value</u>
4 room house	24x36	1920	\$ 225.00	\$ 75.00 - \$300.00	\$200.00
Rabbit shed	10x24	1932	70.00	35.00 - 105.00	50.00
				TOTAL VALUE.....	\$250.00

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	\$	<u>2406.00</u> 3576.00
Parcel 2 <i>\$ 250 less amount selling price</i>	\$	—
Parcel 3	\$	
Parcel 4	\$	

TOTAL: 2406.00
\$3576.00

PERSONAL PROPERTY:

Item	Year Purchased	Price Paid \$	Value \$	Remarks
<u>Home Furniture</u>				
2 Cook stoves	1936	85.00	60.00	
1 Heater	1942	4.00	3.00	
4 Beds	1936	120.00	85.00	
4 Tables	1936	18.00	10.00	
3 Chairs	1941	4.00	3.00	
6 Chairs	1936	8.00	6.00	
1 Sofa	1936	15.00	8.00	
3 Cupboards	1936	30.00	22.00	
4 Lamps	1936	5.00	3.00	
<u>Farm Implements</u>				
3 Shovels	1942	3.75	3.75	
5 Saws	1936	50.00	35.00	
3 Axes	1941	9.00	6.00	
4 Hoes	1942	5.00	5.00	
5 Forks	1940	6.75	6.25	
1 Wheel barrow	1936	9.00	6.50	
1 Crowbar	1936	2.50	2.00	
1 Sledge hammer	1938	2.50	2.00	
1 Scythe	1936	3.50	3.00	
3 Sickles	1941	3.75	3.00	
5 Hop baskets	1940	17.50	15.00	
1 Water sprayer machine	1940	135.00	130.00	Claimed by Nishikawa
1 Dust sprayer	1940	18.00	17.00	
Hop wires (No. 6-200 lbs. and No. 8-700 lbs.)	1940	45.00	40.50	
1 Scale	1936	18.00	16.50	
2 Mattocks	1941	3.00	2.50	
1 Peeves	1936	5.00	4.00	
2 Wedges	1942	2.20	2.00	
7 shs. Western Canada Hop Co-operative			70.00	
44shs. Pacific Co. Co-operative Union			440.00	
			<u>440.00</u>	
		TOTAL	\$1010.00 880.00	

(Add additional page if necessary)

(If claim for vessel describe on separate sheet numbered 6A)

PAYMENTS RECEIVED FROM CUSTODIAN ON
PERSONAL PROPERTY

<u>Item:</u>	<u>Year:</u>	<u>Month:</u>	<u>Amount.</u>
			Total: \$ <u>NIL</u>
Total Claim for Personal Property			\$ ^{880.00} 1010.00
Deduct Payments from Custodian			\$ <u>NIL</u>
Net Loss on Personal Property			\$ ^{880.00} 1010.00

I Certify the above to be True and Correct.

L. Aoki
Witness

T. Teujita
Signature of Claimant.

DETAILS OF TAXATION

CORPORATION OF THE DISTRICT OF MAPLE RIDGE

IMPROVED LAND WILD LAND
 General Rate 16 Mills General Rate 30 Mills
 School Rate 13.14 Mills School Rate 13.14 Mills

Taxes on 50 per cent. of Improvement for Schools
 Taxes on 20 per cent. of Improvements for General Purposes

DUPLICATE TAX RECEIPT, 1941
ORIGINAL

Serial N^o 2025

1. Add 6 per cent. interest on all Arrears and Delinquent Taxes from January 1st, 1941, to date of payment.
2. Add 10 per cent. on 1941 taxes which are not paid by August 31st, 1941.
3. Notice Column "B"—Taxes in Arrears—This property will be sold for Taxes on September 30th in the year following this notice, unless the taxes now in arrears are sooner paid.
4. Notice Column "A"—Delinquent Taxes—This property will be sold for Taxes on September 30th in this year, unless the delinquent taxes are sooner paid.

No.

C.B. Folio

T.R. Folio

Fifty Cents is the Minimum for Municipal Taxes

Takeji Tsugita
Wlomoek
936

Roll No.	Description of Land—Twp. <i>15</i>				SUMMARY OF 1941 TAXES							Total 1941 Levy if Paid by Aug. 31st, 1941	Column "B" Arrears 1940	Column "A" Delinquent 1939 and Prior	Summary of Details of Payment		
	Subdivision	Quarter	Sec. Lot	Assessed Value of Improvements	Assessed Value of Land	General	School	Wild Land	Sidewalk or Sewer Maintenance	Sewer Tax	Library Tax				Taxes	Amount	Interest
<i>3137</i>	<i>9.</i>	<i>sw</i>	<i>6</i>	<i>800</i>	<i>700</i>	<i>13 76</i>	<i>14 45</i>				<i>75</i>	<i>28 96</i>	<i>31 09</i>		General	<i>640</i>	
<i>3138</i>	<i>10.</i>	<i>sw</i>	<i>6</i>		<i>400</i>	<i>640</i>	<i>5 36</i>					<i>11 66</i>	<i>12 54</i>	<i>180</i>	School	<i>5 26</i>	
													<i>43 63</i>		Sidewalk		
															Sewers		
															Library		
															Penalty		
															1940	<i>43 63</i>	
															1939 and Prior	<i>180</i>	
															Interest	<i>180</i>	
															Total	<i>58 89</i>	

EXHIBIT No. *799-2*
 DATE *October 15/40*
 FILED BY *A. J. Virtua*

H. M. DAVENPORT, C.M.C. and Collector
 (Postal Address) **HANEY, B. C.**

Aug 30 1941 Received from *T. Tsugita* the sum of *fifty eight 89* DOLLARS in payment of Taxes as per details shown above.
H. M. Davenport

199789

TANAKA INSURANCE AGENCY
田中保險代理社

\$1,500.00

THE NORTH WEST FIRE INSURANCE COMPANY

VANCOUVER BRANCH

Agency VANCOUVER, B.C. Rate 2% Premium \$ 30.00

In consideration of the stipulations herein named

and of THIRTY 00/100 Dollars Premium,

THE NORTH WEST FIRE INSURANCE COMPANY, hereinafter called the Insurer.

Does Insure TAKEJI TSUJITA, P.O.Box #195, Whonnock, B.C. hereinafter called the Insured,

for the term of 36 months from the TWENTIETH day of JUNE 1939

at noon, to the TWENTIETH day of JUNE 1942 at noon,

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

FIFTEEN HUNDRED 00/100 Dollars

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

EXHIBIT NO. 799-3
DATE October 15/48
FILED BY A. G. Virtue

FARM PROPERTY

Insured

On the following property owned by the Insured and occupied by..... for farm purposes only, situate on the South side of No.2 Road, between 27th. & 28th. Avenues, in the Municipality of MAPLE RIDGE, B.C., on Subdn.9, S/W. 1/4 of Sec.6, T 15 ECM.

Loss, if any, on buildings only payable to -- **(ISOLATED)**

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	1 1/2 sty.	frame	shingles	1000 00
2. On Household Contents as per clause hereunder.		...	...	...	500 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, on or attached to 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. \$1500 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. 199789 of The North West Fire Insurance Co.



Dated 20th. June,

No. 7 (Sept., 1937)
5M-6-38

1939 **TANAKA INSURANCE AGENCY**
田中保險代理社

[Signature]
Agent

00 0025

13. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.

14. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.

DESCRIPTION OF PROPERTY INSURED	AMOUNT OF POLICY	DATE OF EXPIRY	PREMIUM
1. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.	\$1000.00		
2. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.	\$1000.00		
3. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.	\$1000.00		
4. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.	\$1000.00		
5. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.	\$1000.00		
6. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.	\$1000.00		
7. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.	\$1000.00		
8. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.	\$1000.00		
9. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.	\$1000.00		
10. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.	\$1000.00		
11. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.	\$1000.00		
12. On the premises of the insured, the property is insured against fire, lightning, explosion, and other perils, and the amount of the policy is \$1000.00.	\$1000.00		

(RECEIVED)

Interim Receipt No. _____

This Replaces Policy No. _____

Cancelled
 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 NORTH WEST FIRE INSURANCE COMPANY has executed and attested these presents this _____ day of **June** one thousand nine hundred and **thirty-nine** by

This Policy not be valid until countersigned by the duly authorized Agent or Officer of the Company at
Vancouver, B.C.
YANAKA INSURANCE AGENCY
 田中保險代理社
J. Danaher
 Agent.

John Anderson
 Branch Manager at Vancouver

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:
- 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;
 - for loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;
 - 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
 - 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 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 gas works, 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.

MORTGAGEES 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 insured 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 an 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:

- forthwith after loss give notice in writing to the insurer;
- deliver, as soon thereafter as practicable, a particular account of the loss;
- furnish therewith a statutory declaration declaring:
 - that the account is just and true;
 - when and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;
 - that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;
 - the amount of other insurances and names of other insurers;
 - all liens and encumbrances on the property insured;
 - the place where the property insured, if movable, was deposited at the time of the fire;
- 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.

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.

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 _____ of _____ the* _____ of the property, all _____ right, title and interest in this Policy, and all advantage to be derived therefrom, subject to all the terms and conditions therein mentioned and referred to.

*Purchaser or Mortgagee as the case may be

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 to all the terms and conditions contained in or endorsed on the said Policy, it being understood that if the Assignment be made in favor of a Mortgagee, or for a collateral security, the Insurance thereunder shall continue in the name of the Assured, whose loss, if any, shall be payable to the Assignee as* _____ interest may appear.

*His, her or their

Dated at _____ }
this _____ day of _____, 19

Agent

For Value Received _____ hereby transfer, assign and set over unto _____ of _____ the* _____ of the property, all _____ right, title and interest in this Policy, and all advantage to be derived therefrom, subject to all the terms and conditions therein mentioned and referred to.

*Purchaser or Mortgagee as the case may be

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 to all the terms and conditions contained in or endorsed on the said Policy, it being understood that if the Assignment be made in favor of a Mortgagee, or for a collateral security, the Insurance thereunder shall continue in the name of the Assured, whose loss, if any, shall be payable to the Assignee as* _____ interest may appear.

*His, her or their

Dated at _____ }
this _____ day of _____, 19

Agent

For Value Received _____ hereby transfer, assign and set over unto _____ of _____ the* _____ of the property, all _____ right, title and interest in this Policy, and all advantage to be derived therefrom, subject to all the terms and conditions therein mentioned and referred to.

*Purchaser or Mortgagee as the case may be

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 to all the terms and conditions contained in or endorsed on the said Policy, it being understood that if the Assignment be made in favor of a Mortgagee, or for a collateral security, the Insurance thereunder shall continue in the name of the Assured, whose loss, if any, shall be payable to the Assignee as* _____ interest may appear.

*His, her or their

Dated at _____ }
this _____ day of _____, 19

Agent

CANCELLATION RECEIPT

19

Received from THE NORTH WEST FIRE INSURANCE COMPANY,

Dollars, in consideration of which

the sum of

this Policy is hereby cancelled and surrendered.

WITNESS

ASSURED.

WITNESS

Mortgagee.

How Cancelled

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

Branch Office for the Provinces of
BRITISH COLUMBIA AND ALBERTA
VANCOUVER, B.C.
JOHN ANDERSON, MANAGER

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.

FIRE POLICY

199789

THE
NORTH WEST FIRE
INSURANCE COMPANY

GUARANTEED BY
Union Assurance Society Limited
of London, England

ASSURED MR. TAKEJI TSUJITA,

PROPERTY DWELLING & FURNITURE.

AMOUNT \$1,500. PREMIUM \$30.00

EXPIRATION 20th. JUNE, 1942.

FORM OF REMOVAL

The property hereby insured having been removed to the

and roofed with _____, occupied as _____

situate and being No. _____ Street,

shall in future be held insured therein, and not elsewhere.

Plan reference, Sheet _____ Block _____ No. _____ Rate _____

ADDITIONAL PREMIUM, \$ _____

REBATE, - - - \$ _____

registered at _____ Agency.

this _____ day of _____ 19 _____

Endorsement No _____

Agent _____

Certificate of Indefeasible Title is void as to any person adversely in actual and rightly entitled to the hereditament in same at the time of the application of this Certificate was granted, and is in possession, and is subject to—
—existing exceptions or reservations contained in the original grant from the Crown:—
—provincial or Provincial tax, rate, or assessment at the date of the application for registration imposed or made a lien or which thereafter be imposed or made a lien on the land:
—municipal charge, rate, or assessment at the date of the application for registration or which may thereafter be imposed on the land, or which had theretofore been imposed for local improvements or otherwise which was not then due and payable, together with any charge, rate, or assessment levied by any public corporate body having powers over an area in which the land is situated:
—lease, or agreement for lease, for a period exceeding three years, where there is an occupation under the same:
—public highway or right-of-way, water-right or right of water, or other public right:
—right of expropriation by Statute:
—mortgage or mechanics' lien, judgment, or other charge, or any assignment for the benefit of creditors or receiving order or authorized assignment under the "Bank Act," registered since the date of the application for registration:
—condition, exception, reservation, charge or interest noted or endorsed hereon:
—claim of any person to show that the boundary of any portion of the land is by wrong or in violation of boundaries or parcels improperly included in this certificate:
—claim of any person to show fraud, wherein the registered owner or wherein the person through whom the registered owner claims his right or title otherwise than bona fide value has participated in any degree.

From Certificate No. 99247E.

No. 117603E.



Certificate of Indefeasible Title

Date of Application for registration, the Fifteenth day of October, 1936.

Register, Vol. --- Fol. 117603E.

This is to certify that TAKEJI TSUGITA

is 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 those piece of land situate in the Municipality of Maple Ridge and Province of British Columbia, and more particularly known and described as:—

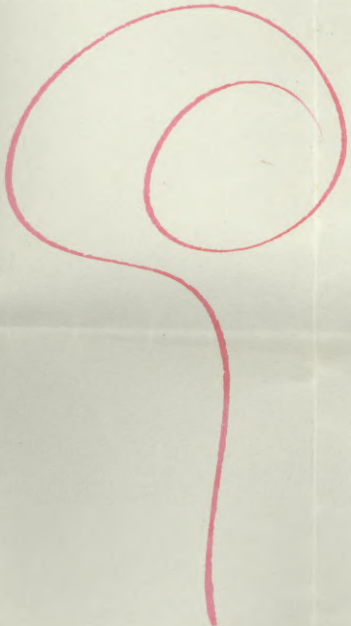
Lots Nine (9) and Ten (10) of the South West Quarter of Section Six (6) Township Fifteen (15) Map Two Thousand Seven Hundred and Twenty-one (2721)

in the District of New Westminster.

THE FOLLOWING PIECES OF LAND HAVE BEEN TRANSFERRED:

Land.	Cert. No.

EXHIBIT No. 799-4
DATE October 15/48
FILED BY G. Y. Virtue



In witness whereof I have hereunto set my hand and seal of office at New Westminster, British Columbia, this 17th day of October 1936.

E. A. Nohel
Registrar.

[OVER.]

BC-187-P

COPY

Farm Appraisal Report

File No. J.L.344

Land Description Lots 9 and 10 of S.W. 1/4 Sec. 6, Tp. 15

Containing 15.23 Acres

Owner's Name Takiji Tsugita Post Office Address Whonnock, B.C.

Nearest Rail Point Whonnock Distance 3/4 mile

Market Town Haney - 6 miles; New Westminster Distance 26 miles

Church (give denomination) C. of E. and Presbyterian - Whonnock Distance 3/4 "

Nearest School Whonnock Public Distance 1 "

State how property was identified: Road posts at 28th Avenue.

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

Yes. Fronts on No. 2 Road and 28th Avenue; good gravelled municipal roads.

Is this district a good one? Fair only; fairly new land; almost entirely Japanese.

Employment opportunity Limited to Haney and Hammond Mills and Brickyard - 6-8 miles.

Predominating Nationality and religion: Japanese

Describe Fencing and its condition: nil. Value \$

Water supply: Good dug domestic well; adequate. Value \$

BUILDINGS ON FARM

3411

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 30	Frame	12'	Shgle.	6-7	Cedar posts	Very fair	\$ 400.00
Woodshed	18 x 30	Pole & shake	10	Shake	6-7	"	fair	20.00
Cabin	16 x 24	" "	8	"	6-7	"	fair	20.00
BARN	X						for type	
BARN	X							
BARN	X							
GRANARY	X							
	X							
	X							
	X							

799-5
October 15/48
Y. K. Rice

No electric light within half mile on highway.

Total present day value \$ 440.00

Total Value Buildings add to farm \$ 300.00

Is dwelling habitable without repairs? Yes If not what is your approximate estimate of cost to make it habitable? To complete interior with dressed lumber

\$ 100.00

Describe the basement and chimneys: Earth floor equipped for rhubarb forcing.

No. rooms downstairs? 4 Upstairs? - How finished V. Joint and shiplap.

Are buildings painted? No Condition of paint -

Distance from nearst bush All clear

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
3.90	Gentle slope south	Sandy loam 10"-1'	Sandy and clay	Hops and very weedy strawberries.	\$65	\$ 253.50
Area which can be cultivated without cost other than for breaking.						
Nil						
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
Estd. 10.33	Gentle slope south	Sandy loam 10"-1'	Sandy part clay	Clear logged off land - heavy.	\$150-\$200	\$5 51.65
Area Unsuitable for Cultivation.						
Estd. 1	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.		NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	
	Lost through two ravines with winter creeks.		-		-	

Total value of Land \$ 305.15

Total added by buildings to value of farm \$ 300.00

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

Total value of farm \$ 605.15

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
 Owners gone; berry plantation badly weed grown; had made good growth; land cleared within last 7-8 years. Still congenial for berry growth.

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

Small fruits and poultry.

Noxious weeds:

Thistle very bad Hops only crop clean.

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

Maple Ridge Municipal Land, School and Library.
 \$31.67 and \$31.86 arrears Lot 9.
 \$12.64

Date: June 23, 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 19 day of June 19 42.

Inspector's Signature

"T. GODFREY"

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

Farm Appraisal Report

Remarks: A weak feature here is the Rhubarb forcing bins with home made furnaces under the dwelling conducive to early rotting of floors.

Owners are away. Pickers are occupying the house. Was informed they were picking for a Chinaman who had rented the property. Hops have been kept fairly clean and are strung.

The strawberries are a mass of weeds and thistles. In my opinion plants will not survive for a commercial crop next year.

(FOR ORCHARD LANDS ONLY)

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

Gentle slope to south; fertility still appears good. Some sub-irrigation would go on here during summer from higher land to north.

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

.77 ac. hops

\$

3.13 " strawberries.

\$

\$

\$

\$

\$

\$

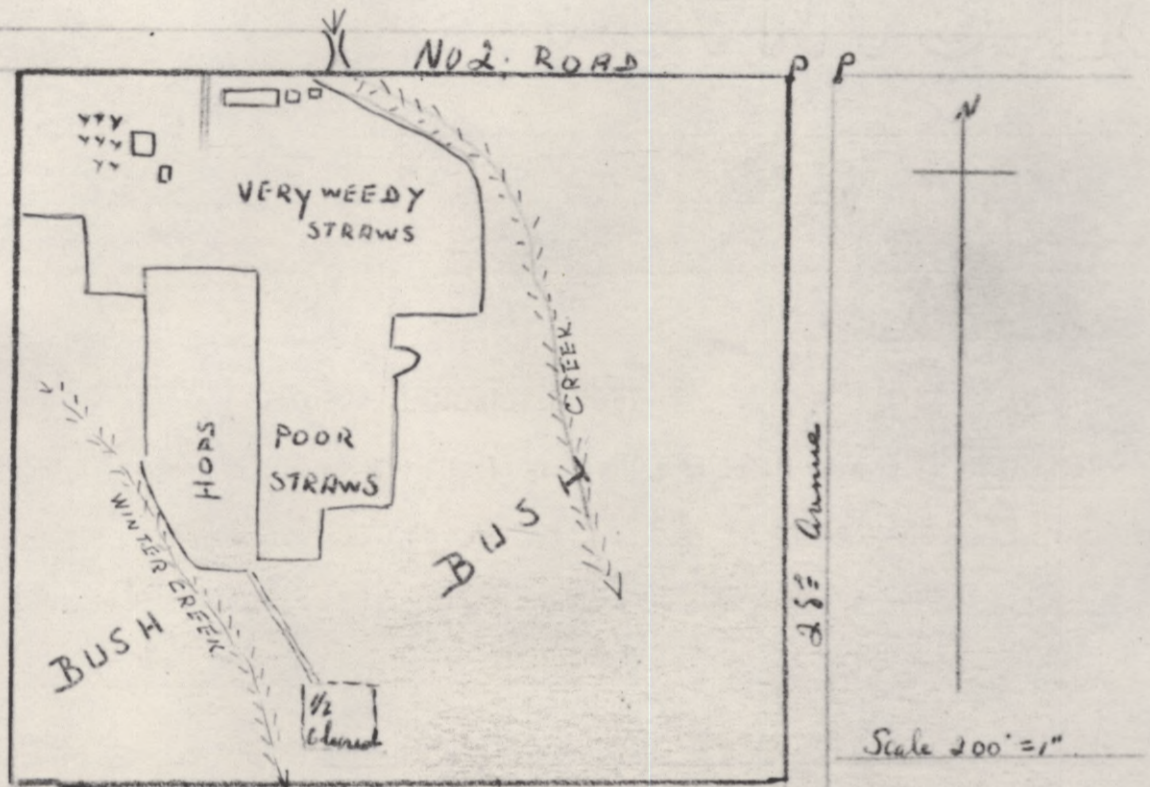
\$

\$

Total \$

Amount fruit trees add to value of farm \$

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present value is \$ 600.....

Date 24th June 1942.

"I.T. BARNET"
District Superintendent.

EXHIBIT No. 799 - 6

DATE October 15/48

FILED BY

G.E.A. Rice

REAL PROPERTY SUMMARY

File 3411

V.L.A. B.C. 187-P

JAPANESE NAME: Takeji TSUJITA - - Reg. No. 13557.

CATALOGUE NO: Part of The Director The Veterans' Land Act First offer.

PROPERTY ADDRESS: 28th Ave. Whonnock, B. C.

LEGAL DESCRIPTION: Lots 9 and 10 of the South West quarter of Section 6, Township 15, Map 2721, Municipality of Maple Ridge, in the District of New Westminster.

TITLE: In the name of Takeji TSUGITA.

ENCUMBRANCE: Vesting in Custodian 24737, 6th October 1942.

ASSESSED VALUE: 1943 - 15.23 acres.

Land \$1100.00

Improvements \$ 800.00 Total \$1900.00 Taxes \$44.51.

CLASSIFICATION: Berry farm and dwelling. Custodian inspector reported May 22, 1942, 4 acres strawberries, 1 acre raspberries, 1 acre hops and 1 acre hay, with 1 storey frame shack 22 x 24, 4 rooms and two small shacks and a packing shed and well. Property occupied at time of inspection.

HISTORY OF

ADMINISTRATION:

Property excepting crop of hops was leased by the Custodian on the 27th June 1942 to the end of the year on a crop rental of 50%, which netted \$5.68 paid to the Custodian. The crop of hops was sold by the owner to the Western Canada Hop Co-operative Union for \$41.00, which amount was paid into the credit of the owner's account with the Custodian.

The property was leased on the 20th May 1943, by the Custodian to William George Saunders for 1 year and 8 months as from 1st May 1943 to 31st December 1944, The lease including the buildings and reserving space for storage of owner's chattels, at a rental of \$130.00, of which \$6.50 was paid to the Custodian and allowed to the Director The Veterans' Land Act as accrued rental.

The dwelling was insured with the North West Fire Insurance Co. in the amount of \$1000.00 and contents at \$500.00. The Policy expired on the 25th June 1942. There is no record of renewal of the policy.

SOLD: To the Director, The Veterans' Land Act for \$594.00 as at 1st January 1943.

Approval of Advisory Committee 1st June 1943.

FUNDS: Released to the credit of Takeji TSUJITA: sale price \$594.00,

\$594.00

- 2 -

plus Rempel Lease \$5.68 and return from hops \$41.00,
total \$640.68; less certificate of Encumbrance \$1.00,
registration fee \$3.00, taxes \$85.80, legal fee \$15.00
Total \$104.80. Net amount released \$535.88.

TITLE: Included in C. of T. 169885-E and payment of consideration
included in cheque to Custodian dated March 22, 1944.

The above summary is certified to be in accordance with the
information on file and on record by accounting department.

DATED January 23rd, 1946.

ML "Ian MacPherson"

IM:ML

CLAIMANT: (Mr) Takeji TSUJITA Reg. No. 13557.

PROP. SUBJECT
OF CLAIM: 28th Avenue, Whonnock, B. C. (V.L.A.)
being
Lots 9 & 10 of S.W. $\frac{1}{4}$ of Sec. 6,
Twp. 15, Map 2721, Mun. of Maple
Ridge, D.N.W.

CLAIM: Incomprehensible.
(Actual Gross Selling Price - \$594.00)

REFERENCESHISTORY

JP	Declared April 13th, 1942.
RP.1	C of E dated October 22/42, notes vesting in the Custodian.
RP.2	<u>1943 Assessment Notice</u> Land \$1100.00 Improvements 800.00
RP.3	Valuation - V.L.A., June 19th, 1942, \$605.15.
RP.4	Takeji TSUJITA advised of sale of property, \$594.00, June 8/44, provided with Statement of Sale and Statement of Account. Statement of Account.

"J.Spratt"

/JS

File No. 3411

REAL PROPERTY SUMMARY FOR CLAIM

May 14/48.

CLAIMANT: (Mr.) Takeji TUSJITA

Reg. No. 13557.

PROP. SUBJECT

OF CLAIM: 3179 - 27th Ave., Whonnock, B. C. (V.L.A.)

being

Part 9.95 acres more or less of the
E. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of Sec. 1, Twp. 12,
shown lettered "A" on sketch deposited
No. 3508, Mun. of Maple Ridge, D.N.W.

CLAIM: Incomprehensible

(Actual Gross Selling Price ^{4500.00} \$479.00)

Takeji TSUJITA owns the above property along with
Yoshihiko IKEDA, File No. 3399.

Yoshihiko IKEDA has also filed a claim on this
property and documents regarding same were placed
on his claim file.

"J. Spratt"

/JS

(4 pages)
I hereby certify the foregoing words to be a true
copy of the original whereof they purport to be a
copy.

November 4/48

M. Steeves

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 3411.

EXHIBIT No. _____

NAME TSUJITA, Takeji (Mr.)

REG. No. 13557.

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DEC NO FOUR
			AUCTION	TENDER &c		
DECLARATION <u>Apr. 13/42.</u>	TAKEN BY _____					
EVACUATION <u>Apr. 16/42.</u>	DATE _____					

Household furnishings - including 2 cook stoves, 1 warm stove, 1 sofa.
 Farm implements including hop wire no 6 200 lbs. no 8 700 lbs.
 All the above articles will be left in declarant's house at 28th Ave., Mun. of Maple Ridge, Whonnock, B.C.

Home Furniture	Value
2 cook stoves	60.00
1 heater	3.00
4 beds	80.00
4 tables	15.00
6 chairs	6.00
3 benches	3.00
1 sofa	8.00
1 cupboard	22.00
4 lamps	3.00

Farm Implements:	Value
3 shovels	3.75
5 saws	35.00
3 axes	6.00
4 hoes	5.00
5 forks	6.25
1 wheelbarrow	6.50
1 crowbar	2.00
1 sledge hammer	2.00
1 scythe	3.00
1 sickles	3.00
5 hop baskets	15.00
1 dust sprayer	17.00
1 water sprayer	130.00
1 scales	16.00
2 mattocks	2.50
1 peevee	4.00
2 wedges	2.00
Hop wires (No.6 200 lbs. No.8 700 lbs.)	40.50

Cert.No.31 for 7 shs. Western Canada Hop Co-Operative	70.00	*
Cert.No.290 for 44 shs. Pacific Co-Operative Union	440.00	*
	1009.50	

RECAP OF CLAIM:

\$137.50	Decl. not found
362.00	No acct., theft, etc.
510.00	See above *
\$1009.50	

LES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
					60.00		
					3.00		
		40.00			40.00		
		7.50			7.50		
					6.00		
		3.00					
					8.00		
		22.00					
		3.00					
					3.75		
					35.00		
					6.00		
					5.00		
					6.25		
		6.50					
					2.00		
					2.00		
					3.00		
					3.00		
		15.00					
					17.00		
					130.00		Jointly owned with Inosuke NISHIKAWA (See below)
					16.00		
					2.50		
					4.00		
					2.00		
		40.50					
							This Company has not been liquidated.
							Shares have cash value at the present time.
		<u>137.50</u>			<u>362.00</u>		

EXHIBIT No. 799-7
 DATE October 15/48
 FILED BY G. R. A. Rice

Jointly owned with Inosuke NISHIKAWA (See below)

This Company has not been liquidated.

Shares have cash value at the present time.

GENERAL REMARKS:
File 3397
 Inosuke NISHIKAWA is also claiming \$80.00 for a power sprayer.

J. Sprank

Whonnock

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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: TSUJITA Takeji

HOME ADDRESS: 28th Ave., Maple Ridge Munn. Whonnock, B.C.

REGISTRATION NUMBER 13557 SEX: Male AGE: 48

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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Hide ²⁹¹⁰

ADDRESS OF WIFE OR HUSBAND: 28th Ave., Maple Ridge Munn. Whonnock, B.C.

NAMES OF ANY LIVING CHILDREN: Ayako (F), Etsuko (F), Emiko (F), Kazuho (F),
Lakeichi (M), Masau (M), Atsuko (F).

ADDRESS OF CHILDREN: 28th Ave., Maple Ridge Munn. Whonnock, B.C.

AGE OF CHILDREN: 15, 14, 13, 11, 9, 7, 4.

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

1. LOCATION AND DESCRIPTION: 28th Ave., Municipality of Maple Ridge,
Whonnock, B.C. Lot no. 9 and 10. 15 acres in all.
also $\frac{1}{2}$ interest 9.95 acres of E $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Section 1 Twp. 12 Sketch 3508

2. BUILDINGS AND OTHER IMPROVEMENTS: 5 room house, (frame construction)

4 room house - 2 room house, packing shed, rabbit house.

3. INSURANCE (Give particulars; state where policies are) North West Fire Insurance

Co. \$1,500 on declarant's home \$1,000.00 - furnishings, \$500.00. Premium paid to 1942.

4. TAXES (Amount and where payable) \$52.12 paid to the municipality of Haney, B.C.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

None

6. OCCUPANCY AND LEASES (If vacant so state) T. Mori, H. Kato, Whonnock, B.C.

also occupied by owner.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In declarant's possession.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Y. Ikeda 10 acres - 25 acres tract.
9. IF FARM LAND STATE CROPS SOWN 1 acre of hops, 4 acres strawberries
1 acre raspberries, 1 acre of hay, 1/4 acre of vegetables, 3 pear trees
2 cherries, 31 apples, 14 plums, 1 peach, 2 green gage trees.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: None
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:
- Household furnishings - including 2 cook stoves, 1 warm stove,
1 sofa.
- Farm implements including hop wire No. 6 200 lbs. no 8 700 lbs.
- All the above articles will be left in declarant's house. at
28th Ave., Mun. of Maple Ridge, Whonnock, 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: \$500.00 North West Fore Insurance Co., Household furnishings, Policy no. unknown, in owner's possession.

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)

2 \$5.00 War Saving Certificates - owners possession. Pacific

Co-operative Union - 65 shares at \$10.00 per Share. Western Canada Hop

Co-operative Union - 7 shares at \$10.00 per share. In owner's poss.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

217 33 see extract from Nishiguchi

2. TRADE DEBTS: \$200.00 for groceries to M. Nishiguchi, New Westminster, B. C.

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 13th day of April 1942

(Signature) "T. Tsujito"

"S.T. Williams" Witness

FOR DEPARTMENTAL USE

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

November 4, 1948.

M. Steves