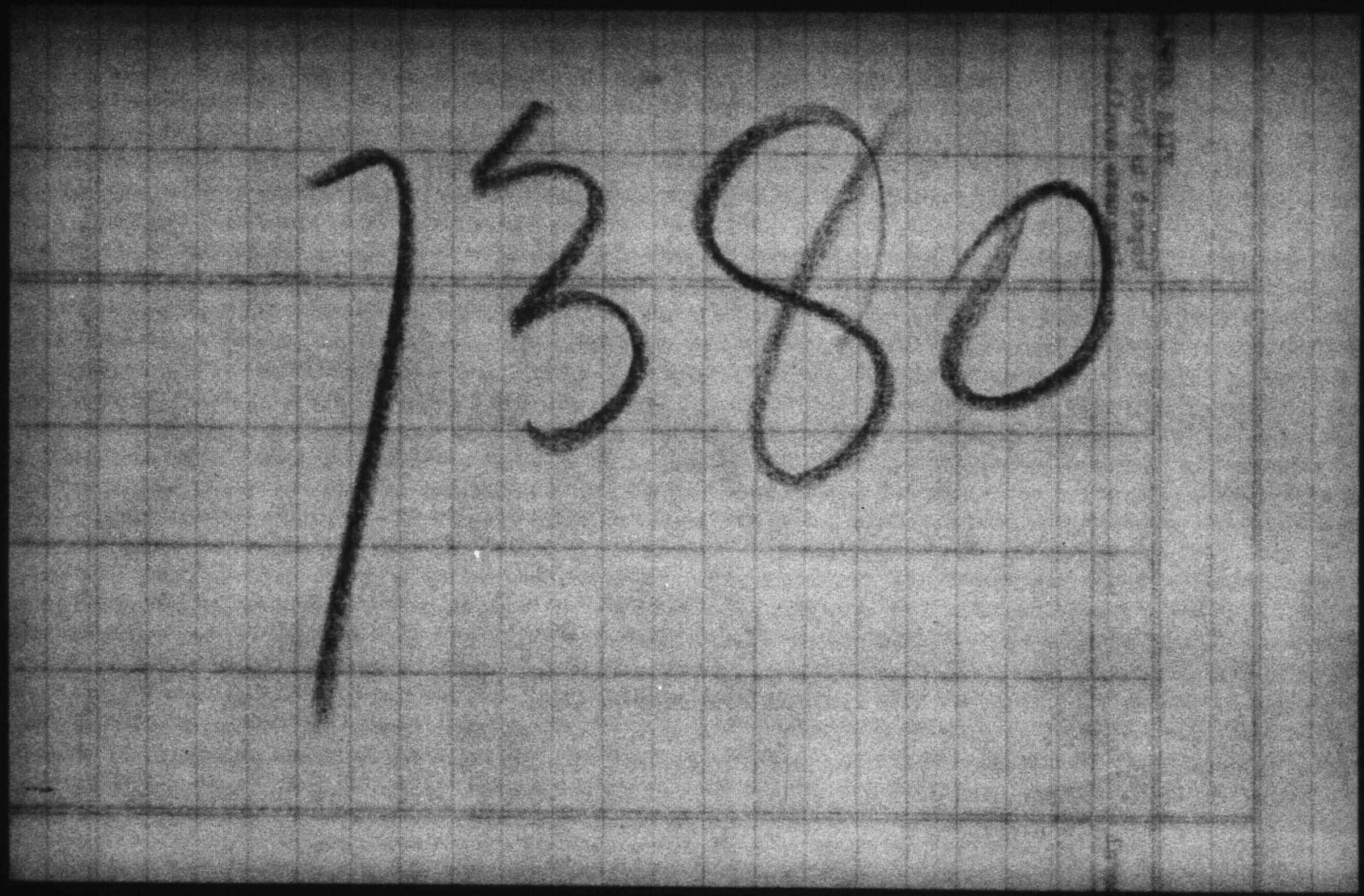

13880

Form "B" Hammond, B. C. FILE No. 7380

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.

EXHIBIT No. 616-5

DATE Sept. 21/42

FILED BY W. J. Russell

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: Kimuyo (M) Kenichi (M)

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

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.

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)

non

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, Dinging 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

FORM "J"

FILE No.

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, to be cashed Sept. 1942." "Paid June 9/43"

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) "Y. Miyada"

"F. T. Williams"
Witness

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

FOR DEPARTMENTAL USE

Oct. 22, 1948

C. McCloskey

INFORMATION FROM R.C.M.P.

Date Mar. 22/43

Our File No. 7380

Full Name MIYATA, MIYADA, Yoshiharu
(Surname in Block Letters)

Registration No. 14390 Male - Female (check) Age Mar. 10, 1912.

Former Address P.O. Box 15, Boundary Rd. Pitt Meadows. B.C.

Date Evacuated 24/2/42. Naturalized - Canadian-Born - National (check)

Present Address The Atlas Lumber Co.,
Rocky Mt. House District Alta
#14197.

Married - Single (check)

Name of Wife (nee SAKAMOTO) Shizuko

Name of Husband —

Name of Mother (nee UMEDA) Koma (Japan) Name of Father MIYATA, Kosaburo (Japan)

Names of Children under 16 Kimiyo Betty (F) 11/11/37
James Kenichi (M) 1/6/39

Requested by J. Spratt Registered with Custodian yes (Yes or No)

Additional Information Millhand
Owner of 10 acres, house.

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
		$1750.00	$25.73.

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.

EXHIBIT No. 696-7
DATE Sept. 21/48
FILED BY Geo. Rice

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.

DAC:JS

BC-500-P
BC-3087-B

BC/500-P
BC/3087-B

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

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 ½ mile

Market Town New Westminster Distance 15 "

Church (give denomination) Church of England Distance ½ "

Nearest School Pitt Meadows, B.C. Distance ½ "

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 $

EXHIBIT No. 646-6
DATE Sept. 21/48
FILED BY G.E.G. Lee

7350

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	27 x 36	Frame	1½st.	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							

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 nearst bush 300 feet.

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

Cultivated Land

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	43.30

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.)

Farm Appraisal Report

JL-388 - Y. MIYADA

Remarks: This is a poor property from general appearance, but it is capable of being reclaimed and made into a good berry proposition. The cleared area for the most part is in sod, with bracken making inroads in westerly portion, and judging from crops, soil fertility has been depleted by the use of Commercial fertilizer. Restoration of fertility could be effected by production of clover and plowing in as green manure. Further development is possible with clearing of bush.

Buildings are old and in poor condition. The wood lagging in basement is showing signs of rot and attic is unfinished.

Dwelling is numbered 2319 and electric light is installed.

There are about a dozen old fruit trees- value of same is included in land.

Property is leased to E. Burffard for 1942. Rental $300.00.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

		Present Value
2.10 acres	-Strawberries, 3rd year plants, poor condition.	$
3.57 "	-Sod, Weeds, Bracken, Clover, and building site.	$
4.33 "	-Bush.	$
		$
		$
		$
		$
		$
		$
	Total	$

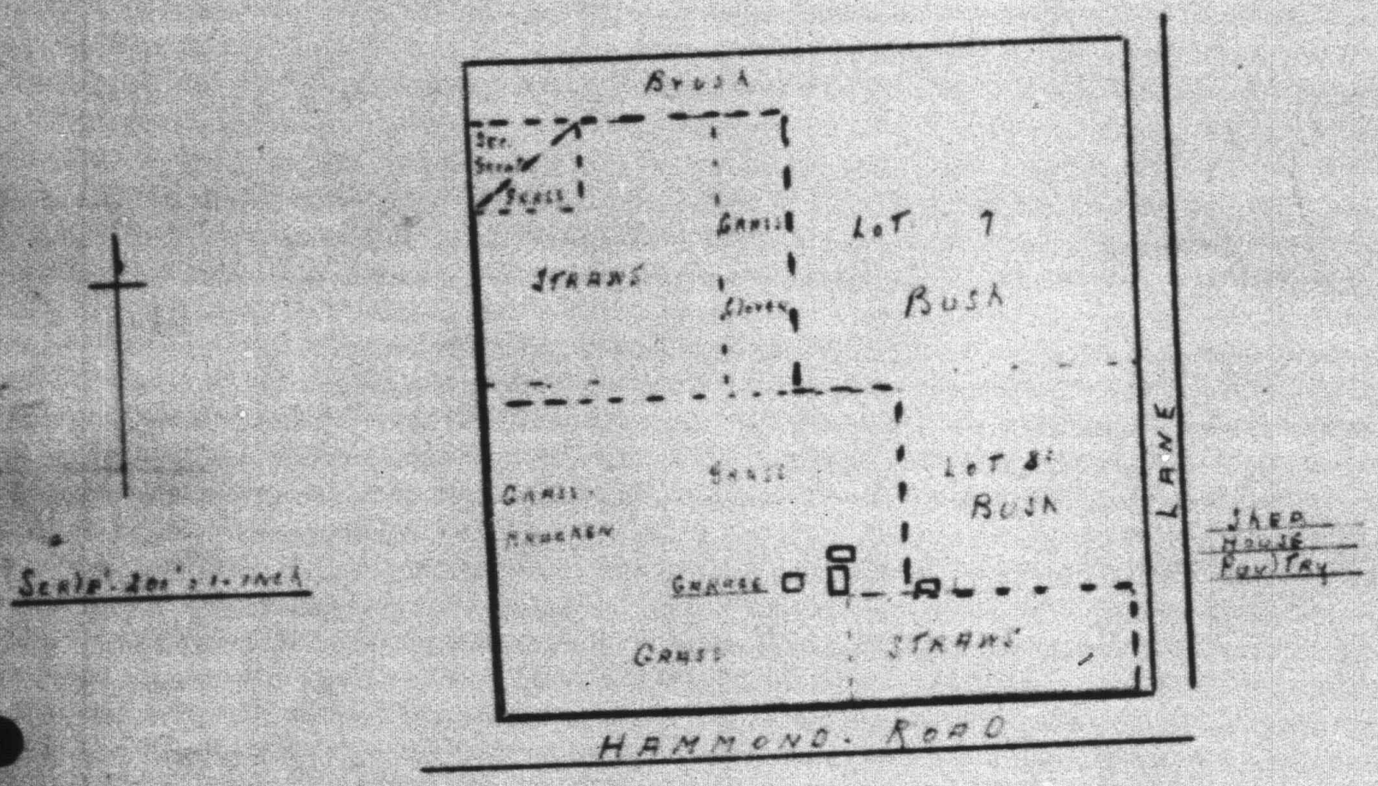
Amount fruit trees add to value of farm $

Diagram of Property

LOTS - 7 - 8 - BLOCK - "B" - of LOT - 283 - SAP - 1 - MAP 1035

10 ACS

YOSHIHARO - MIYADA



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.

SOLDIER SETTLEMENT and VETERANS' LAND ACT

File No. RE/5007 (JL-388)

Vancouver, B.C.

January 18th, 1944.

A.G. Duncan Crux, Esq.,
Randall Building,
535 West Georgia St.,
Vancouver, B.C.

7380 Miyada, Yoshiharu, Reg # 14390

Dear Sir:- Re: Lots 7 & 8, Blk. "B" of Lot 283, Gp.1, Map 1055. MUNICIPALITY OF PITT MEADOWS

I beg to acknowledge receipt of Duplicate Certificate of Title No. 166116R of the New Westminster Land Registry Office for the above parcel of land in the name of The Director, The Veterans' Land Act.

Included in the Veterans' Land Act cheque for $ 18,223.64, in favour of The Secretary of State, forwarded to you and dated January 12th, 1944, is the amount of the purchase price in full of the above land arrived at as follows:-

Purchase Price	- $ 867.00
Less arrears of taxes to January 1st, 1943,	- $ -
Amount paid to Secretary of State	- $ 867.00

Will you kindly acknowledge receipt of the purchase price by signing the receipt on the duplicate hereof and return it to me.

Yours truly,
W.K. Chandler,
LEGAL ADVISER.

WKC/W

RECEIVED Cheque covering the purchase price in full of the land above described.

JAN 24 1944
Date

Solicitor for
The Secretary of State

J.L. No. 388

Canada

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

File No. 7380

Reg. No. 14390

506 Royal Bank Building,
Vancouver, B. C.

Mr. Yoshiharu MIYADA,
The Atlas Lumber Company,
Rocky Mountain House District, Alta.

Dear Sir:

Re: Lots 7 and 8, Block "B" of Lot 283, Group 1, Map 1035
District of New Westminster, C. of E. 49865.

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property - - - - - - - - - - - - - - -		$ 867.00
Add:		
Unexpired insurance premium as at January 1st, 1943 - - - - - - -		
		$ 867.00
Less:		
Tax arrears to December 31st, 1942 - - - - -	$	
Registration fee - - - - - - - - - - - - -	$ 3.00	
Encumbrance—Principal - - - - - - - - - -		
—Interest - - - - - - - - - - - - - -		$ 3.00
Net proceeds of sale - - - - - - - - - -		$ 864.00

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,
Director.

1943		Debit	Credit	Balance
Jan. 1	Balance brought forward (15 Wage refund)	$	$ 4.83	$ 4.83
	Credit re Sale of property		864.00	
22	Land Registry Office C. of Z.	1.00		
Apl. 17	Cheque from P.C.U.		150.00	
June 10	Cheque	50.00		
July 5	Cheque	50.00		
Sept 1o	Cheque	53.83		
		$154.83	$1018.83	

CR $864.00

50

EXHIBIT No. 696 - 3
DATE
FILED BY Sept. 21/48
W. S. Russell

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 YOSHIHARU MIYADA) of Pitt Meadows in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

and

EUGENE BOUFFARD of Port Moody

and

in the Province of British Columbia

Farmer
(hereinafter called the Lessee)

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, wat r 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 THEREFORE, for the said term hereby granted, unto the Lessor the sum of Three hundred ($300.00) 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 anp 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. 1943 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 livestock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants The Lessor covenants with the Lessee for quiet enjoyment.

PROVIDED ALSO in case of any breach of any of the covenants and conditions herein contained, it shall be lawful for the Lessor or his Agent to re-enter upon the said lands and premises and the same to have again, repossess and enjoy;

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns, and the masculine shall include the feminine and the singular the plural.

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)
)
SHIZUKO MIYADA and EUGENE BOUFFARD) "S. Miyada" SEAL
in the presence of)
)
) "E. Bouffard" SEAL
"M. M. Fletcher")

AFFIDAVIT OF EXECUTION

1, 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 SHIZUKO MIYADA and EUGENE BOUFFARD 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"
)
"J. M. Campbell")
A Commissioner for taking affidavits)
within British Columbia.)

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

Oct. 22, 1948

C. MacLaughlan

16/16

#241

Extract from Lease.

File #5746.

Lessor: Shizuko MIYADA. (wife of Yoshiharu Miyada)

Lessee: Eugene BOUFFARD.

Date: 20th April, 1942.

Term: 9 months from 1st May, 1942, with option to extend lease for 1943, under arrangement with P.C.U.

Consideration: $300.00, paid. Rental for 1943 to be sum equal to amount of all 1943 Taxes.

Property:

Land: Lots 7 & 8 of Block "B" of District Block 283 Group 1 Map 1035.

House: Included, also buildings.

Chattels: Livestock and farm implements. no Schedule attached to lease

PAC 1 15 Oct

Extended by Call agrmt to Oct 31/43
85.00 July 31/43

Lease + Call agrmt given to SSC July 31/43.

FIRE INSURANCE SUMMARY

File No. 7380.

Yoshiharu KIYADA - Reg. No. 14390.

The above named Japanese declared on his JP Form, signed 1st May, 1942, that he carried a Fire Insurance Policy for $1,000.00 in the Union Assurance Society, covering dwelling and furniture.

It was found that he had a Policy in the North West Fire Insurance Co., No. 205167 for $1,000.00, covering $700.00 on the 1½ storey dwelling and $300.00 on household effects, expiring on February 17th, 1944. When the details of this man's insurance came to hand, the sale to the Director, The Veterans' Land Act had been consummated sometime previously and as they had covered the buildings for Fire Insurance through their own office they refused to accept this Policy, so, the Policy in the North West Fire Insurance Co., was allowed to lapse on expiry date.

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

May 13th, 1946.

D.A.C. CRAMER.

DAC:JS

REG. NO.	NAME	FILE NO.
14390	Yoshiharu HIYADA	7360

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
North West Fire	205167	$1,000.00	Feb	17	1944	La.7&8 of Blk"B" of L.283 Twp-3 R.w.6.w.4. also Hammond Rd.Set.Harris & Bonsor Rds. Mun. Pitt Meadows, B.C.

LIABILITY SUMMARY

File No. 7380.

Yoshiharu MIYADA - Reg. No. 14390.

The above named Japanese declared on his JF Form, signed 1st May, 1942 that he had no Personal or Trade Debts.

However, on March 6th, 1943, Eugene Bouffard, the Lessor, wrote in as follows:

"When we rented and bought the said crop we also bought along with it 46 sacks of fertiliser of one kind and 4 sacks of another kind. It was well understood and agreed at the time that the fertiliser was to be spread on the berries, two weeks after when we took possession the fertiliser has been hauled away from there and that is one of the reasons that the yield of the crop was so small. Therefore the said party should be held responsible for the disappearance of the said fertiliser which we already had paid for."

which claim taken up with Yoshiharu MIYADA was definitely denied by both Yoshiharu MIYADA and his wife, Shizuko MIYADA, File 5746. Then, the Custodian informed Eugene Bouffard that he would have to take this matter up with Yoshiharu MIYADA direct.

From, on May 18th, 1942, the following claim was lodged through the B.C. Security Commission:

Dr. H. J. Muth of Taber, Alta., for $125.00, covering an operation to Mrs. MIYADA. Accompanying the claim was a letter from Yoshiharu MIYADA requesting the Custodian to pay this bill and charge it to his account which was done by cheque May 25th, 1944.

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

May 13th, 1946.

D. A. CRAMER.

DAC:JS

- C O P Y -

Taber, Alta.,
Sept. 2, 1942.

The Custodians Office,
Department of the Secretary of State of Canada,
Vancouver, B.C.

Dear Sirs:

Received your letter of Aug. 20th, file No.5746 requesting the postdated cheque from P.C.U. in Mission City.

I am sorry to say I cannot send it unless I get the cash first.

Mr. Eugene Bouffard looked over my crop and he agreed to purchase it for $300 and he paid half cash and agreed to pay the balance in September 2nd.

I wonder why he can't keep his agreement.

I was very poor when I left Pitt Meadows and I wanted all cash but I agreed to wait till September I wonder why I can't have my money now after waiting so long.

The money that I got from him I used it all to pay my debts and get few things to come over here. And now I am out of money so I was counting so much on this cheque.

We only bought that farm a year ago and put all our work to savings in it and was expecting to get something out of it this year but fate was very unkind to us.

I told Mr. Bouffard he could move in the day I left but I hear he didn't move in till a month later. You know how the land will be if you leave it for a month.

I am sure if he moved in right away and got to work he would have got more from his crop. You have to keep the berry patch clean to have a good crop. There's plenty of work to it. I do not think it is my fault if he didn't get a good crop.

I cannot get along on ten acres of sugar beets over here. Because the foods are so expensive over here and we have to buy fuel and even water when we didn't have to over there. Now that winter is approaching and it is getting colder and I have to buy clothing for my children I sure need the money. I guess you know how cold it is out here.

There is no other work out here besides my husband not speaking English its is pretty hard for him to get work.

Is the commission going to see us through the winter if we can't get along ? If I get the money for this cheque I am sure I will get along through the winter.

I still have to pay my taxes on the land yet. I was going to cash the cheque and send it but I can't now if I don't get my money.

I am sure that if you put yourself in my place you will understand.

Hoping to hear from you soon. Thanking you.

Yours truly,

"Mrs. Shizuko Miyade"
c/o D. M. Hall,
Taber, Alta.

(Files #5746 & 7380 - original in 5746)

- C O P Y -

Taber, Alta.

Sept. 19, 1942.

The Custodian's Office,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sirs:-

I wrote into your office before asking money for my cheque from Pacific Co-operative Union in Mission and I have not yet received any word.

Will you please send me as soon as possible for I have to pay my taxes on the land yet. If you can not send the money will you make it so I can cash it over here.

I wonder why you want to take our cheque for. What about people that sold their crops for cash and got their payment all at once.

Mr. Beaufford looked over the crop and leased it. I wonder why he can't keep his agreement I should have cashed my cheque 2 weeks ago.

If he didn't want to lease it I would have leased it to some one else. I do not think you are fair to us if persons that sold their crop for cash can have all their money and not us.

Will you please make it so I can cash my cheque for I surely need this money.

Yours truly,

"Mrs. S. Miyada"
c/o D. M. Hall,
Taber, Alta.

(Files 5746 & 7380 - original in 5746)

Files Nos 7746 & 7320. 18th March, 1943.

MEMO :- MR. R.D. RICHARDSON.

Re: Y. & S. MIYADA.

Noting correspondence on file between this office and the Pacific Co-Operative Union re claim for misrepresentation on the part of subject Japanese in their leasing to Mr. E. Bouffard for 1942, according to the lease there were supposed to be 4 acres of strawberries and ½ acre of asperagus. I contacted the Soldier Settlement of Canada, and according to their survey last year there were 2.1 acres of third year strawberries which is the final year of cropping, and the asparagus was not showing to be of any commercial value whatsoever.

EVACUATION SECTION
Rec'd MAR 26 1943
File No. 5746
Ans.
Referred Anderson

Hammond, B.C.
March 6th, 1943.

COPY

Lots 7 and 8 of Block "B" of District
Block 283 Group one map 1035.

Dear Sir:

Regarding Shizuko Miyada and Engene Bouffard.

When we rented and bought the said crop we also bought along with it 46 sacks of fertilizer of one kind and 4 sacks of another kind. It was well understood and agreed at the time that the fertilizer was to be spread on the berries, two weeks after when we took possession the fertilizer has been hauled away from there and that is one of the reasons that the yield of the crop was so small. Therefore the said party should be held responsible for the disappearance of the said fertilizer which we already had paid for.

Hoping you will give this matter your early attention.

Yours truly,

Engene Bouffard
by

Raymond Bouffard

Mr. Ure was supposed to take this in but forgot it.

5746,7380

April 15th, 1943.

Mr. & Mrs. Yoshiharu HIRADA,
Registration No. 14390,
Taber, Alberta.

Dear Sir and Madam:

In reply to your letter of April 3rd regarding the Pacific Co-operative Union cheque upon which payment was stopped by the Pacific Co-operative Union.

At the time of your signing the lease with Mr. E. Bouffard, Mr. Bouffard signed a note for the amount of the consideration of the lease and you endorsed this note, guaranteeing payment to the Co-operative of any indebtedness at the termination of this lease in regards to the crop referred to in the lease. Mr. Bouffard is indebted to the Co-operative and according to the Co-operative and Mr. Bouffard the following are the reasons for the indebtedness.

1. Your wife, when executing the lease, stated that there were four acres of strawberries and three-quarters of an acre of asparagus but upon surveying it was found that the acreage of strawberries was actually 2.1 acres and the asparagus was of no commercial value at all.

2. Quotation from Mr. Bouffard's letter:
"When we rented and bought the said crop we also bought along with it 46 sacks of fertilizer of one kind and 4 sacks of another kind. It was well understood and agreed at the time that the fertilizer was to be spread on the berries, two weeks after when we took possession the fertilizer has been hauled away from there and that is one of the reasons that the yield of the crop was so small. Therefore the said party should be held responsible for the disappearance of the said fertilizer which we already had paid for."

These are the reasons why we have been unable as yet to negotiate for settlement of this cheque and until it is settled these funds are, therefore, not available.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EE

7380,5746

May 14th, 1943.

Pacific Co-operative Union,
Mission City, B. C.

Attention: Mr. J. B. Shimek

Dear Sirs:

Re: S. & J. MIYADA

Please be advised that the claim launched by you against subject Japanese in your letter dated April 14th will not be honored by this office because of the fact that the Miyadas state that they did not purchase any fertilizer. You admit they did not purchase any fertilizer from you and there is no evidence of any fertilizer on the property and we trust you will govern yourself accordingly on Mr. Bouffard's overdraft.

Yours truly,

R. D. Richardson,
Farm Department.

RDR/EM

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Matsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

May 29th, 1943.

NATION SECTION
Rec'd MAY 31 1943
File No.
Ans.
Referred Anderson

Mr. R.D. Richardson,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir: Files No. 7380 & 5746 re S. & Y. Miyada

Replying to yours of May 14th.

Mr. Miyada is right when he states that he did not purchase any fertilizer from us but he did purchase two tons of fertilizer from some firm in Vancouver or from the United Farmers (Buckerfields) in Haney or Hammond. This fertilizer was on the farm when the deal was made and included in the deal. Mr. Miyada promised to put the fertilizer on the berry patches but when Mr. Bouffard moved on to the farm this fertilizer was neither in the shed nor had been applied to the land. Mr. Miyada, no doubt, returned this fertilizer to the farm he bought it off and received credit for it, therefore, Mr. Bouffard is entitled to the $90.00 he is claiming as a rebate on his agreement of 1942.

We feel that Mr. E. Bouffard has a just claim and that Mr. Miyada should not be permitted to get away with a deal like he has pulled off.

This letter also replys to your letter of May 4th on the same subject. We have not lodged a claim for ourselves but in behalf of Mr. E. Bouffard.

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

J. B. Shimek Gen. Mgr.

JBS/EK

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Matsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.
May 29th, 1943.

EVACUATION SECTION
Rec'd MAY 31 1943
File No. 1914
Ans.
Referred Alexander

Mr. R. P. Alexander,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir: **Files No. 7380 & 5746 re S. & Y. Miyada**

Replying to your of May 14th.

Mr. Miyada is right when he states that he did not purchase any fertilizer from us but he did purchase two tons of fertilizer from some firm in Vancouver or from the United Farmers (Buckerfields) in Haney or Hammond. This fertilizer was on the farm when the deal was made and included in the deal. Mr. Miyada promised to put the fertilizer on the berry patches but when Mr. Bouffard moved on to the farm this fertilizer was neither in the shed nor had been applied to the land. Mr. Miyada, no doubt, returned this fertilizer to the firm he bought it off and received credit for it, therefore, Mr. Bouffard is entitled to the $90.00 he is claiming as a rebate on his agreement of 1942.

We feel that Mr. E. Bouffard has a just claim and that Mr. Miyada should not be permitted to get away with a deal like he has pulled off.

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

J. B. Shimek Gen. Mgr.

JBS/EK

7380 & 5746

June 1, 1943.

Mr. J. B. Shimek,
The Pacific Co-operative Union,
MISSION CITY, B. C.

Dear Sir:

Re: Shimeno MIYADA and
Yoshiharu MIYADA

Thank you for your letters both dated May 29th, one addressed to Mr. R. D. Richardson and one to the undersigned, in connection with a claim which Mr. Boufford feels he has of $90.00 covering some two tons of fertiliser.

If Mr. Boufford feels he has a just claim, we request that in order to save triangular correspondence you suggest to Mr. Boufford that he place direct with the Custodian particulars of the claim in question.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA
cc Mr. R. D. Urs

7380 : 5706

July 19, 1923.

Mr. J. B. Skinner,
The Pacific Co-operative Union,
Mission City, B. C.

Dear Sir:

Re: Mr. and Mrs. Yoshiharu MIYADA
and Mr. Thomas Bruffard

Further to our letter dated June 1st in connection with the assertion once made and which was mentioned in the fifth paragraph of your letter to us dated April 19th that Mr. Bruffard feels he has $90.00 due to him covering some two tons of fertilizer, you will recall that we advised you that if Mr. Bruffard felt he had a just claim, it was up to him to place particulars of claim direct with the Custodian.

As we have not heard from Mr. Bruffard in this connection, we are assuming that he has dropped the matter and we are therefore closing our files in connection with this particular matter.

Yours truly,

R. P. Alexander,
Manager.

WM:MS
cc Mr. H. S. Bye

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65; Plant 55
Matsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

July 20th, 1943.

EVACUATION
Rec'd JUL 21 1943
File No.
Ans.
Referred Alexander

5746 and "

Mr. R. P. Alexander, Manager,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir: Re: Files No. 7380 & 5746

Mr. & Mrs. Y. Miyada and
Mr. Eugene Bouffard

Answering yours of the 19th instant.

Mr., you sure supposed a lot. Mr. Bouffard has no intentions of dropping this claim. He is just one of these unfortunate tenants on about ½ dozen Japanese berry farms which means he has no time on his hands at all to take care of any business of this kind, however, I will communicate with him at once by special messenger and get him to lodge a regular claim from him to you.

Mr. Eugene Bouffard is in the army and Mr. R. Bouffard has power of attorney to carry on his business for him so please do not close your file on this item just yet and oblige.

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

J. B. Shimek Gen. Mgr.

JBS/EK

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name MR. YOSHIHARU MIYADA
Altas Lumber Co. Ltd
Rocky Mtn House District
Alberta

File No. 7380

Reg. No. 14390

Company Sun Life Insurance Co.

Agency Vancouver

Policy No. 2278261

Premium - $66.15

Payable: X Annually, Semi-annually or monthly

Month August Day 1st

REMARKS:

letter sent 26/8/43

EVACUATION SECTION
Rec'd MAR 24 1944
File No. 7380
Ans.
Referred Anderson

G-165-B

BRITISH COLUMBIA SECURITY COMMISSION

CUSTODIAN RELEASE FORM

Date: March 21, 1944

Address: c/o D. M. Hall
Tabor, Alberta.

To: The Secretary of State, acting in his capacity as Custodian, Vancouver, B.C.

I, Yoshiharu MIYADA, Police Registration No. 14300

hereby request you to release to me the under-noted articles stored at

Sakamoto Farm 55 Bonson Rd. Pitt Meadows, B. C.

in possession of

and I release you from any claim whatsoever with respect to such articles, and ship same through the B.C.Security Commission.

Description of articles wanted:

2 boys Japanese Festival Dolls

2 girls " " "

The above are stores in xxxx seperate boxes in the storage rooms.

Original Address: Hammond Road, Pitt Meadows, B. C.

Date Evacuated to Present Address: May 8, 1942

Total number in Family: 4

CHARGES:

I agree to pay all charges as required by the British Columbia Security Commission.

Deposit received: $ 5.00

Approved:
BRITISH COLUMBIA SECURITY COMMISSION

Per:

Y. Miyata
(Claimant Signs Here)

Vancouver, B.C. March 23rd, 1944.

Mr. J. Moryson,
Custodian Agent,
HANEY, B.C.

Custodian of Alien Property, 506 Royal Bank Bldg., Vancouver, B.C.

You may ship these goods when convenient. Express may be cheaper than freight if shipment does not weigh over 30 lbs. Please watch. Have a $5.00 deposit.

B.C.SECURITY COMMISSION

C.W.Fisher
Transportation

CWF:FT

7380

June 14, 1944.

Mr. Yoshiharu MIYADA,
Registration No. 14390,
Taber, Alberta.

Dear Sir:

In reply to your letter of May 31, 1944 and your enquiry regarding payment to Dr. J. Muth of $125.00 for your wife's doctor bill, we wish to inform you that this amount was requisitioned for Dr. Muth on May 25th and forwarded to him through the B. C. Security Commission.

In accordance with your request we enclose herewith a cheque for the sum of $300.00 for the purpose of medical expenses and maitenance, from funds held to your credit at this office. A further remittance will be made to you next month.

Yours truly,

W. E. Anderson,
Farm Department.

Enc.(cheque)
WEA/EG

Credit balance - $339.00

Name of Claimant MIYADA, Yoshiharu Case 696

Custodian File 7388

REAL PROPERTY

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 % of Total	Total Award 80% of all Sale Prices Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Total Award 125% of all Sale Prices: Amount	
					867.		767.89				767.89

PERSONAL PROPERTY

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

NETS

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

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
			46%	40.00	18.40			18.40

TOTAL RECOMMENDATION	785.89

1540

DEFENCE BRIEF

Yoshiharu MIYADA

File No. 7380

Case No. 696

LETHBRIDGE
Sept. 21/48
V.L.A. Purchase
A31-18

REAL PROPERTY CLAIM

(All claims shown are Gross)

1. Claim (Amended Trans. p 2, l 2)	Appraisal	Sold
$1600.00	$883.50	$867.00

(a) Witness, Appraiser H.L. Sinclair

(b) Submission

"The Real Estate was sold for its fair market value."

PERSONAL PROPERTY CLAIM

2. Chattel Claim

$90.00

(c) Goods valued by claimant @ $65.00 were not declared. No Record
ie. dressing table $15.00,
bed $20.00, gramaphone $30.00
were not declared in JP Form
(Ex.5)

(d) Goods valued by claimant @ $25.00 were left in care of Eugene Bouffard lessee. ie., Closet (wardrobe dresser) $15.00, Carpet (linoleum) $10.00 (See Trans. p. 6- l.30)

Farm lease (Ex 3) grants use of house and JP Form (Ex 5) shows chattels left in house.

Custodian made no inventory and sold no chattels.

(e) Submission

"There was no record at any time, or if the Custodian is in any way responsible for the same, the claim is exorbitant".
(Trans. p. 6-l. 10)

SUMMARY

Defence Witness	Where Required	Summmary of Documents	Witnesses Proving Same
H.L. Sinclair	1 (a)	Ex. 6	H.L. Sinclair

MLB:HA

CASE NO: 696.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I, 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).

Lethbridge, Alberta,
September 21st, 1948.

IN THE MATTER OF THE CLAIM OF
YOSHIHARU MIYADA.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

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

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

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 inthe personal property.

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.

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.

Q You caused that policy to be placed on those

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?

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.

MR. RICE: That is the empy ear, 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 insomething to that effect.

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

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?

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 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).

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

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 amont 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?

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?

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).

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

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.

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).

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 6.

Q 12 x 6? A: Yes.

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

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

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 gramaphone 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?

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 gramaphone?

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 gramaphone. It was the linoleum carpet I left it down.

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.

Q Well, did you leave new linoleum in the house

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.

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?

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)

(PROCEEDINGS ADJOURNED SINE DIE)

Certified a true and accurate transcript.
"S.R.HOWARD" Official Reporter

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

SUB-COMMISSIONER.