

285'2

Haney
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

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

PERSONAL INFORMATIONNAME: TOMITA, MichioHOME ADDRESS: 191--10th Ave., Haney, B. C.REGISTRATION NUMBER 13850 SEX: Male AGE: 36OCCUPATION: 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: SelfMARRIED? yesNAME OF WIFE OR HUSBAND: MichikoADDRESS OF WIFE OR HUSBAND: 191--10th Ave., Haney, B. C.NAMES OF ANY LIVING CHILDREN: Toyoshige (M) Keiko (F)ADDRESS OF CHILDREN: 191--10th Ave., Haney, B. C.AGE OF CHILDREN: 4, 2.**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: Roll No. 2406, Lot 41, West $\frac{1}{2}$ Section 20,
Township 12, District of Maple Ridge, B. C. Roll No. 2407, Lot 42, West $\frac{1}{2}$
Section 20, Township 12 of the District of Maple Ridge, B. C. 191-10th Ave
Haney

2. BUILDINGS AND OTHER IMPROVEMENTS: 3 room frame house, 1 barn, 1
chicken house, 1 bath house, 1 garage, Cleared five acres of the above land.

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

4. TAXES (Amount and where payable) \$24.09. Payable to Corp. of Maple Ridge, B. C.
1941 taxes paid.

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

6. OCCUPANCY AND LEASES (If vacant so state) Owner is occupant.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. Land Registry Office, New Westminster, BC.

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. no

9. IF FARM LAND STATE CROPS SOWN Raspberries, strawberries, asparagus.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION. 3 room frame house at 191-10th Ave., Honey, B. C.

2. LANDLORD'S NAME AND ADDRESS.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID.

4. STATE WHEREABOUTS OF LEASE.

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

6. IF FARM LAND, PARTICULARS OF CROPS SOWN.

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS.

Household furniture and gardening tools and personal effects

In owner's possession at 191-10th Ave., Honey, B. C.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

1 cat.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY 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)

none \$300.00 from M. Arisa, 10th Ave., Haney, B. C.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

none

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

2. TRADE DEBTS: none

REMARKS: Household goods & gardening tools
will be locked in house & key given
to custodian

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 8th day of April 1942.

Armitage
Witness

(Signature) M. Tomin

FOR DEPARTMENTAL USE

2852 ✓
INFORMATION FROM R.C.M.P.

Date Nov. 18/42

Our File No. 2852

Full Name TOMITA, Michio
(Surname in Block Letters)

Registration No. 13850

Male - Female
(check)

Age Jan. 4/1906

Former Address R. R. # 1 Haney, B. C.

Date Evacuated April 11/42

Naturalized - Canadian-Born - National
(check) MAN

S. S. MARINE FALCON

24th DEC. 1946

Present Address c/o Jens Miller

Whitman Man
Sanford, Manitoba

Married - Single
(check)

Name of Wife Michi #14075

Name of Husband

Name of Mother ~~Hashimoto~~ none (HASHIMOTO) Iita (Japan) Name of Father TOMITA, Hachizo (IN Japan)

Names of Children under 16 Toyoshige (M) 11/2/38 Keiko (F) 8/11/39

Requested by B. McKim

Registered with Custodian Yes
(Yes or No)

Additional Information Strawberry Grower

owner of 20 acres, 1 house, 1 ton truck.

711 Stock Exchange Bldg.,
475 Howe Street,
Vancouver, B. C.,
January 29th, 1947.

Custodian of Enemy Property,
Royal Bank Building,
Vancouver, B. C.

TREASURY DEPT. CLAIM \$ *NIL*

Dear Sir:

Re: TOMITA, Michio #13850 ²⁸²

Please note that the above Japanese has
been repatriated to Japan. The following is the status
of his account with this Department, covering the
repatriation transactions:

Money turned in - - - - - \$ 1,702.54

Draft Issued- - - - - \$ 1,702.54

It will be noted, therefore, that this
party is not indebted to this Department in this connection.
However, should any further monies come into your hands on
this account it should be turned over to this office for
transmission to the Japanese in question.

Yours truly,

[Signature]
F. G. COBURN,
Supervising Treasury Officer.

FGC/EJ.

711 Stock Exchange Bldg.,
475 Howe Street,
VANCOUVER, B.C.
May 25th, 1948.

Custodian of Enemy Property,
Royal Bank Building,
Vancouver, B.C.

TREASURY DEPT. CLAIM \$ *NIL*

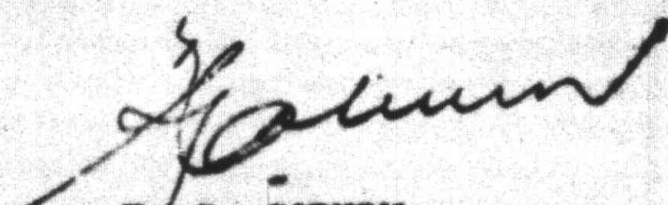
Dear Sir:

2852
Re: TOMITO, Michio #13850

This will acknowledge the sum of \$ 12.78
received from you on account of the above mentioned which
has been accounted for by this office in the proper manner.

There has been no No. 2 Receipt issued in
this instance.

Yours truly,


F. G. COBURN,
Regional Administrator.

PGG/RM.

404 Federal Building,
325 Granville Street,
Vancouver, B.C.

EVACUATION SOLUTION	
Rec'd	NOV 25 1950
File No.	2122
Att.	
Replied	

Custodian of Enemy Property,
Royal Bank Building,
Vancouver, B.C.

Dear Sir:

TREASURY DEPT. CLAIM \$ *NIL*

Re: Tomita, Michio - Reg. No. 13850

This will acknowledge the sum of \$42.70
received from you on account of the above mentioned which
has been accounted for by this office in the proper manner.

There has been no No. 2 Receipt issued in
this instance.

Yours truly,

F. G. Jackson
F. G. COBURN,
Regional Administrator.

FGC/EJ.

Form CT-2AP-4
Rev. 1-1-50

1230/13850

DOMINION OF CANADA
DEPARTMENT OF FINANCE

No. 1230

Issued at ON TRAIN

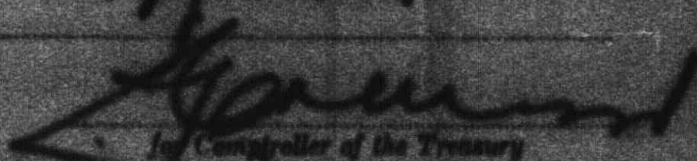
Date 19th Dec. 1946

The Government of Canada acknowledges that TORITA MICHIO
has surrendered property situated in Canada as described herein and agrees to remit the yen equivalent of the net proceeds
of such property immediately, or upon liquidation if such action is required, to Japan under arrangements made with,
and approved by, the United States Government and the Military Authorities in Japan; Provided that from the proceeds
of such property there shall be retained such amounts as are required to repay advances made by the Government of Ca-
nada by way of Registration Grant.

NOT NEGOTIATED
CASH
CHEQUES
GUARDIAN 2444

\$ 110.⁰⁰
1572.61
21.73
\$ 1704.34 ✓

2734


In Controller of the Treasury

REAL PROPERTY SUMMARY

File 2852.

V.L.A. B.C. 4-P

JAPANESE NAME: Michio TOMITA - - Reg. No. 13850.

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

PROPERTY ADDRESS: No. 191, 10th Avenue, Haney, B. C.

LEGAL DESCRIPTION: Lots 41 and 42 of the West half of Section 20 Township 12 Map 1161 Municipality of Maple Ridge in the District of New Westminster.

TITLE: In name of Michio TOMITA.

ENCUMBRANCE: Vesting in Custodian No. 24518, 20th August 1942.

ASSESSED VALUE: 1942 -
Land \$650.00
Improvements \$450.00 Total \$1100.00 Taxes \$26.24.

CLASSIFICATION: Berry farm and dwelling. Custodian's inspector reported 20th May 1942 an area of 8.93 acres of which $1\frac{1}{2}$ acres in strawberries and $\frac{1}{4}$ acre raspberries and 1 storey shack 22 x 24 3 rooms in very poor condition, a barn, chicken house, garage and well. Property vacant at date of inspection. Land is partly subject to river flooding.

HISTORY OF ADMINISTRATION: Rented by the Custodian to J.J. Mulhall on a half net crop return to end of 1942, which amounted to \$39.10.

On December 16th, 1942, the Custodian leased this land with other lands (file 5992) to W.C. Molloy for the year 1943 at a rental of \$75.00, allowed to The Director, The Veterans' Land Act.

SOLD: This and other lands above sold as at 1st January 1943 to The Director, The Veterans' Land Act for \$994.00, of which the value of this parcel was fixed at \$700.00. [^]
Approved by Advisory Committee 1st June 1943.

FUNDS: Released to the credit of Michio TOMITA - sale price \$700.00 plus Mulhall rents \$39.10 plus \$20.00 of Molloy rent collected by Custodian, total \$759.10; less debits of Taxes \$30.00, The Director, The Veterans' Land Act allowance \$20.00, Certificate of Encumbrance \$1.00, registration fee \$3.00, legal fee \$15.00 total debits \$49.00. Net amount released \$710.10.

TITLE: Included in C. of T. 171891-E and payment to Custodian made by cheque dated 28th April, 1944.

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

DATED November 9th, 1945.

IM:ML

Paul H. H. H. H.

SOLDIER SETTLEMENT and VETERANS' LAND ACT

File No. BC-4-P

(JL-152)

Vancouver, B.C.

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

*12, 5740 M. King
4142 Tomita*

Dear Sir:-

Re: The S. halves of Lots 1, 2, 3 and 40
of the W. 1/2 of Sec. 20, Twp. 12, Map
1161, MUNICIPALITY OF MAPLE RIDGE,
Cert. of Title No. 171890-E - and -
Lots 41 and 42 of the W. 1/2, Sec. 20,
Twp. 12, Map 1161, MUNICIPALITY OF
MAPLE RIDGE, Cert. of Title No. 171891-E. A

I beg to acknowledge receipt of Duplicate
Certificate of Title No. see above 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 \$ 14,572.91, in favour of The Secretary of State,
forwarded to you and dated April 28, 1944 is the
amount of the purchase price in full of the above land
arrived at as follows:-

Purchase Price - \$ 994.00

Less arrears of taxes to
January 1st, 1943, - \$ 50.67

Amount paid to Secretary of State - \$ 943.33

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

Yours truly,

T. Todrick
T. Todrick,
DISTRICT SOLICITOR

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

MAY 27 1944

Date

Solicitor for
The Secretary of State

Accounting

Credit #2852 M. Tomita -

*700
30 Taxes
\$670*

make duplicate for 5992

#5992 M. ARIZO

*294.00
20.67*

273.33

lots 1, 2, 3 & 40

*294.00
20.67
273.33*

MAY 29 1945

J.L. No. 152

Canada

**DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN**

JAPANESE EVACUATION SECTION

File No. 2852
Reg. No. 13850

506 Royal Bank Building,
Vancouver, B. C.

Mr. Michio KOMITA,
Reg. No. 13850,
c/o Jens Miller,
Sanford, Man.

Dear Sir:

Re: Municipality of Maple Ridge - Lots 41 and 42 of the West
Half of Section 20, Township 12, Map 1161, District of New Westminster,
C. of E. 52439.

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. Negotiations 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	- - - - -	\$ 700.00
Add:		
Unexpired insurance premium as at January 1st, 1943	- - - - -	700.00
Less:		
Tax arrears to December 31st, 1942	- - - - - \$ 30.00	
Registration fee	- - - - - 3.00	33.00
Encumbrance—Principal	- - - - -	
—Interest	- - - - -	
Net proceeds of sale	- - - - -	667.00

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.

Balance

Credit

Debit

39.10

1942 Nov. 5 Maple Ridge Co-op Crop Returns

1943

Jan. 1 Land Registry Office
Certificate of Encumbrance

Legal Fees

Cr. re Sale of Property

Payment on Agreement of Sale
Mayoza ARIZO

Nov. 17 Cheque to You

1.00

15.00

667.00

269.33

38.10

54.10

975.43

921.33 Cr.

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

Detachment

Seizure No.

2852
T 30

FOR USE WHEN APPLICABLE

Detachment File No.
Sub-Division File No.
Division File No.
Headquarters File No.

Detachment
Sub-Division
Division
Date

19

RE: **TOMOTA, Michio, R.R.L. Honey, B.C.**
NAME OF FIRM

On **March 9, 1942, 1**

H.P. Prison, RCMP

Came into possession of the following goods by:-

STATE BRIEFLY AUTHORITY, ETC., WHETHER BY SEARCH WARRANT, ETC.

NO. OF PAGES	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
		(41) 0 6593 Chev. 27 converted to truck 203943 3711165 TIRE NUMBERS 67997 LICENSE NO. MAKE & MODEL SERIAL NO. ENGINE NO. SPEEDOMETER READING CONDITION appears fair condition EXTRA EQUIPMENT DESCRIPTION & CONDITION VERIFIED <i>M. J. Smith</i> #15850 Signature of Owner Japanese Registration No. Handed over to representative of Custodian whose signature in receipt thereof appears hereunder <i>[Signature]</i> March 9/42 DATE: <i>[Signature]</i> SIGNATURE OF MEMBER SUBMITTING REPORT

FIRE INSURANCE SUMMARY

File No. 2852

28th November, 1945

Re: TOMITA, Michio - Reg. No. 13850

The above Japanese carried no Fire Insurance.

The Custodian had the property inspected by G. A. Sheffelt with a view to having the buildings covered. However, he reported on May 5th, 1943 that they are not insurable and not valued at more than \$100.00.

No further action was taken in this connection.

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

Dated: Nov. 28th, 1945
WEA:EN

W E Anderson

LIABILITY SUMMARY

File No. 2852

28th November, 1945

Re: TOMITA, Michio - Reg. No. 13850

This file reveals no liabilities against the
above Japanese.

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

Dated: Nov. 28/45
WEA:EN

W. E. Cameron

NAME TUMITA, Michio

REGISTRATION NO. 13850

FILE NO. 2832

The following chattels were sold by public
 auction at Maney, B.C. on 7/4/45 and 10/5/45.

Tools	5.40
1 Tub	0.50
Sprayer	1.40
2 Iron pots	0.35
Watering can & bowl	0.25
Tool box and tools	4.50
Gasoline engine	30.00
Box of sundries	3.05
Box of glass	2.75
Bed & spring	2.75
Pipe	8.00
Sewing machine	19.00
Crockery	1.50
2 Kettles	1.50
Vases & jar	0.50
Trays	1.25
Pictures	1.25
Frames & cushions	0.10
Veil	1.25
Chopsticks	0.15
Tea set	1.00
Cups	0.10

*see original sheet
 behind - after transfer
 of net. 20.58 to 5942,
 Dec 12, 1946.
 E.g.*

Total	(Auctioneer's Fee: \$8.65	\$26.55
Less Expenses:	(Advertising: \$1.13	
	(Moving: \$10.20)	\$19.82
Net Proceeds Credited:		\$66.73

Members of Custodian Staff Present.

Mr. W. E. Andersen

Extracted from Auctioneering List No.

Maney 15.

Remarks.

NAME TOMITA, Michio

REGISTRATION NO. 13850

FILE NO. 2852

The following chattels were sold by public
 auction at Hanay, B. C. on 7/1/15 and 10/5/15

Tools	$\frac{1}{2}$ 5-10 to 2962 - $\frac{1}{2}$ 15-10 to 5992	\$ 20.00	40
10 Tubs	5 Tubs 0.50 to 2962, 5 Tubs 0.50 to 5992	2.50	50
2 Sprayers	1 Sprayer to 2962 1.40 - 1 Sprayer to 5992 1.35	2.75	135
Sundries		0.35	35
2 Iron pots		0.35	35
Sundries		0.45	45
Watering can and bowl		0.25	
Tool box and tools		4.50	
Gasoline engine		30.00	
Box of sundries		3.05	
Hose etc.		0.60	60
Box of glass		2.75	
Bed and spring		2.75	
Pipe		8.00	
Sewing machine		19.00	
Stove		18.00	18.00
Crockery		1.50	
2 Kettles		1.50	
Vases and jar		0.50	
Trays		1.25	
Pictures		1.25	
Frames and cushions		0.10	
Veil		1.25	
Chopsticks		0.35	
Tea set		1.00	
Cups		0.10	

Transfer to 5992

Completed 13/12/16

see connected sheet
 attached.

C.S.

26 65

607

70.58

Total

Less Expenses:

(Auctioneer's Fee) \$ 22.20 86.67
 (Advertising) 1.15 34
 (Movings) 1.00 96

Net Proceeds Credited:

5.97

\$ 22.20 86.55

\$ 1.15 82

\$ 1.00 66.73

Members of Custodian Staff Present. W. E. Anderson

Extracted from Auctioneering List No. Hanay 15.

Remarks.

File No. 2852

Date May 10 1945

SUMMARY

Name: TOMITA Michio # 13850

Address: 191-10 Ave. Hanyu, B.C.

(1) - We have today moved to auction room at Hanyu effects as per enclosed list at a total cost of \$ 12.00 as per attached bill.

(2) - We have also moved the personal effects as per attached list to storage at none where they will remain until called for. Cost of moving is included in bill above.

(3) - We have sold to the tenant articles as per attached list at \$ none for which herewith cheque or cash.

(4) - After the above transactions, the following important shortages were noticed between the original inventory as taken by this office, and the effects accounted for as above:

none
The following were left as being of no value - Ketchikan
couch, dead H.M. 2 hand out heater, H.M. 2 tables, broken rocking chair, Ketchikan
rocking chair, high chair, stove in house, broken sink, boiler, bike & springs
fire box - the furnace was used on the house

The tenant gave us the following explanation: _____

MEMORANDUM

To: File 2852

March 23, 1944.

From: Specified Articles Department

Re: TOMOTA, Michio - Reg. 13850

ARTICLE

DESCRIPTION

APPRAISED VALUE

TRUCK

1928 Chev. Light Del.
No. T30
License No. (41) C 6593

\$15.00

Sold to: J. Paterson

Selling Price: \$15.00

Date: September 19, 1942.

Harker

2852 & 5992

February 14, 1944.

Messrs. Cruik & McMaster,
Barristers & Solicitors,
535 West Georgia Street,
Vancouver, B. C.

Attention Mr. A. G. Duncan Cruik.

Dear Sir:

Re: Michio TOMITA - S $\frac{1}{2}$ s of Lots 1, 2, 3 }
& 40 of W $\frac{1}{2}$ of Sec. 20, Twp. 12, Map }
1161, Municipality of Maple Ridge.

*4/2 Co M Ariza
26-5992*

and Lots 41 & 42 of W $\frac{1}{2}$ of Sec. 20, Twp. 12,
Map 1161, Municipality of Maple Ridge.

We enclose herewith Certificate of Encumbrance No. 51047 covering South halves of Lots 1, 2, 3 and 40, showing registered owner as Michio TOMITA, Evacuee, Registration No. 13850 and Certificate of Encumbrance No. 52439 covering Lots 41 and 42 showing registered owner as Michio TOMITA.

The offer of the Director of Veterans' Land Act, covers properties under these two Certificates of Encumbrance, jointly. Our records indicate that Michio TOMITA sold the South halves of Lots 1, 2, 3 and 40 to Miyozo ARIZA, Evacuee, Registration No. 13952, under Agreement For Sale dated September 30, 1940, which agreement is not registered. It will therefore be necessary that you obtain a breakdown of the offer so that we may be in a position to correctly apportion the proceeds.

Yours truly,

R. D. Richardson,
Farm Department.

Tomita

7-11-44

Less Taxes

Enc. 2.
RDR/EO

*Not sold pursuant to V.L.A.
closing last.*

*294
2067
273.92*

*700.00
300.00
670.00*

943.93

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 8181

PLEASE REFER TO

FILE NO. 2852 & 5992

808 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

January 15th, 1944.

Registered A/R

Mr. Miyozo ARIZA,
Registration No. 13950,
c/o A.A. Carriere,
St. Pierre, Manitoba.

Dear Sir:

RE: S. $\frac{1}{2}$ Lots 1, 2, 3 and 40 of W. $\frac{1}{2}$ of
Sec. 20, Tp. 12, Map 1161.

Mr. Michio TOMITA the Vendor, has filed with us a statement dated 1st May, 1942, showing that you are indebted to him in the sum of \$300.00 and interest being the balance of Purchase Price. Details as follows:

Balance of Principal \$300.00
Interest @ 6% \$

Will you be good enough to confirm this by signing the duplicate of this letter and return the copy you sign at once to this office using the stamped, addressed envelope enclosed herewith.

If any differences exist, please let us have full particulars.

Failing to hear from you by return of mail we will have no alternative but to decide that the claim is correct.

Yours truly,

Ian Macpherson

Ian Macpherson
Title Examiner

IM:ML
Encls.

Approved Correct:

Miyozo Ariza
(Japanese Name)

EVACUATION SECTION

Rec'd FEB 1 1944

File No.

Ans.

Referred *Macpherson*

c/o Jens Miller,
Sanford, Manitoba.
November, 4, 1943.

Department of the Secretary of State,
Office of the Custodian,
Vancouver, B.C.

Dear Sir:

Re: Sun Life Policy No. 2256826.

As much as I would like to apply
my credit balance towards the premium of
Policy No. 2256826. I am in desperate need
of money here at the present time. There-
fore I would appreciate very much if you
would send me a cheque covering the credit
balance of \$39.10 and the joint account of
\$19.00. As conditions improve I shall
continue payment of said policy.

Yours truly,

Mr. Somito

Registration No. 13850

MT:NS

EVACUATION SECTION	
Rec'd	NOV 9 1943
File No.	2852
Ans.	
Referred	<i>Gibson</i>

Richardson

Letter 38²

No further

Soc VLA

2852

October 6, 1943.

Mr. Michio TOMITA,
Registration No. 13850,
c/o Jens Miller,
Sanford, Manitoba.

Dear Sir:

Re: Sun Life Policy No. 2256826

Referring to your letter of September 20th, we have communicated with Sun Life Assurance Company who advise that the sum of \$88.33 is outstanding as at October 15th. However, the policy will carry itself for two or three years without payment of premiums.

We are advised by our Accounting Department that you have a credit balance of \$39.10 and in your joint account, there is the sum of \$19.00. If you wish any of this money to be applied on your outstanding premiums, kindly let us know by return mail.

Yours truly,

S. M. Gibson
Insurance Department

SMG:JS

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Michio Tomita

File No. 2852

*Gay Times Millers
Stanford Manitoba*

Reg. No. 12550

Company Sun Life

Agency Vancouver Agency

Policy No. 2256826

Premium - \$ 35.85

Payable: ☒ Annually, ☐ Semi-annually or ☐ monthly

Month June Day 1

REMARKS:

Ins sent out on Aug 26/43

Richardson

GEO. A. SHEWFELT

Real Estate - Insurance - Notary Public

HAWAII, H.C. May 5th. 1943

Mr. S.K. Gibson
Insurance Department
Custodian's Office

EVALUATION SECTION	
Rec'd	MAY 7 1943
File No.	2852
Ans.	<i>[Signature]</i>
Ref.	Gibson

Dear Sir

I suppose you have already received a letter from me written yesterday which I expect crossed in the mail delivery.

However in regard to your letter received this morning I very much appreciate your proposition and shall be glad to work in harmony with you on the Japanese owned property.

I have spent Thirty-five years in this line of business and am very familiar with it from all angles.

I might say I have not met with a very satisfactory reply on the Michio Tomito place you wrote me about. I visited the place to-day and I am sorry we can not place any Insurance on it.

The dwelling is hardly fit to live in. It is built of slabs up on end the roof is practically done. There is no chimney except a burnt out stove pipe through the roof unprotected. It is really a patched up bunch of Shacks and the outside value of the whole works would not bring \$100.

This no doubt will seem quite a disappointment to you for my first report, but it is certainly an exceptional case.

I might say the Insurance Companies now will not accept a Risk without a Brick or Concrete Chimney although this is not the principal reason for turning down the said proposition.

Again thanking you for your letter I am

Yours truly

Geo. A. Shewfelt
Geo. A. Shewfelt

GAS/De

5992
2852

April 20, 1943.

Mr. Michio TOMITA,
Registration No. 13850,
c/o Jens Miller,
Sanford, Manitoba.

Dear Sir:

We wish to thank you for your letter of April 13th enclosing a translation of the agreement for sale which you gave to Miyozo Ariza.

As this agreement cannot be registered we have made out a regular agreement in triplicate which you will find enclosed. This is an absolute copy of the translation which you sent to us and if you will go before a notary public, sign the three copies, have them properly certified and return them to us, we will be very much obliged.

We will endeavor to get in touch with Mr. Miyozo Ariza, the purchaser of this property. We are also enclosing a statement in duplicate which after signing the agreements will you please sign the original of this statement, return it with the agreements, and keep the copy for your own files. Please attend to this without delay.

In the agreement translated from the Japanese you make no mention of interest, so if you are charging interest on the agreement will you please fill in the rate on the new agreements. You will find the location at the bottom of the first page of the documents marked with an X.

Yours truly,

(D.A. Cramer)
for Ian Macpherson
Title Examiner

D.A.C.:FC
Enc.-4

2852, 5992

April 6th, 1943.

Mr. Michio TOMITA,
Reg. No. 13850,
c/o Jens Willer, Esq.,
Sanford, Manitoba.

Dear Sir:

Re: Miyozo ARIZA

When Mr. Ariza registered with this office he stated that he was the owner of the South halves of Lots 1, 2, 3, & 40 in the West half of Section 20, Township 12, Maple Ridge, but also stated that the sum of \$300.00 was owing to you on this land.

We find this property to be registered in your name at the Land Registry Office. We assume, therefore, that you have an unregistered agreement of sale with Mr. Ariza on this land. Please forward by registered mail a copy of your agreement of sale.

Please supply us with complete details of payments made by Mr. Ariza towards the purchase price of the land, showing how the balance owing is arrived at.

Trusting you will give this your preferred attention and that we will hear from you as soon as possible, we are

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

File No. 2952, 5992.

2852

c/o Jens Miller.

Sanford, Manitoba

April 13th, 1943.

Department of the Secretary of State

Land Dept. Office of the Custodian

Vancouver B.C.

Dear Sir:

EV	CANTON SECTION
Rec'd	APR 19 1943
File No.	2852-5992
Ans.	h
Referred	Anderson

Re: Miyozo Ariza.

I am forwarding by registered letter a copy of the agreement of sale between Mr. Ariza and myself, also complete details of payments made by Mr. Ariza towards the purchase price of the land.

The land (southern halves of Lots 1, 2, 3, and 40 in the west half of Section 20, Township 12, Maple Ridge) was sold on September 30th 1940 to Mr. Ariza for \$525.00. On the same date I received \$25.00 as part payment. The following year on September 30th I received another \$200.00. The balance of \$300.00 was to be paid in two years, \$150 annually, due each year on September 30th. I have not received the last two payments which total \$300.00. I am sending copy of agreement under separate copy ~~copy~~ sheet.

Yours truly.

Reg. No. 13850.

M. Tomita.

Copy of Agreement of Sale.

(original agreement made in Japanese)

1. The purchase price of land (Southern halves of Lots 1, 2, 3, and 40 in the West half of Section 20 Township 12 Maple Ridge) ~~was~~ to be five hundred twenty five dollars (\$225.00).
2. The first payment ~~was~~ to be twenty five dollars (\$25.00) to be made on date of agreement.
3. The second payment due September 30th 1941. to be two hundred dollars (\$200.00).
4. The third payment due September 30th 1942 to be one hundred and fifty dollars (\$150.00).
5. The last payment due September 30th 1943 to be one hundred and fifty dollars (\$150.00).

Dated 30th day of September 1940.

Signed - M. Tamita.

M. Aija.

Witness

S. Kaga.

194 10th Ave.

Maney B.C.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO
FILE NO. 2852

808 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

January 16, 1943.

Mr. Michio TOMOTA,
Reg. No. 13850,
c/o Jens Miller,
SANFORD, MANITOBA.

Dear Sir:

Our No. T 30

Re: Motor Vehicles

Your Chevrolet truck

which was surrendered to the Authorities, has been

sold for \$ 15.00

Charges against your car were as follows:

Liens \$ 15.00

Administrative Expenses \$

The Balance thereafter remaining of \$ - -

has been placed to your credit in our trust account.

Yours truly,

Specified Articles Department.

RPA:MA
EL

.....May. 9th.....1942.

The Office of the Custodian,
Royal Bank Building,
Vancouver, B. C.

Gentlemen:

I hereby make application to lease the farm of
M. Tomita situated at Haney, B. C.
Maple Ridge Municipality on a crop sharing basis agreeable to you.

If my application is accepted I agree to enter into an agree-
ment with you whereby the cash proceeds of present fruit crop is
equally divided between the owner of the farm and myself less
necessary expenses for cultivation, picking etc.

Yours very truly,

J. J. Mulhall

*I further agree to keep safe any furniture
that may be in the house.*

J. J. Mulhall.

File No. 5992 & 2852

NATURE OF ENCUMBRANCE .. Agreement for sale or
(unregistered)

Name of Owner of Property .. ARISA, Miyoko Reg. No. 13952

Address 10th Ave., R.R. #1, Honey, B.C.

Occupation Farmer Age 34

Registered Owner of Property .. Michio Tomita C.T.No.

Property:

Property Address Mun. Manly Ridge

Legal Description S. 1/2 of Lots 1, 2, 3 and 40 of the W. 1/2 of Sec. 20, Twp. 12,
Map 1161, Mun. of Manly Ridge, N.B.R. L.R.O.

Nature of interest .. Owner under agreement for sale

Particulars of Encumbrance:

Date 30th September, 1940

Parties to document:

Name .. Michio Tomita "Vendor"

Address .. 191 - 10th Ave., Honey, B.C. now c/o Jene Miller,
Manly, Man.

Name .. Miyoko Arisa "Purchaser"

Address .. 10th Ave., R.R. #1, Honey, B.C. now c/o J.A. Carriera,
St. Pierre, Man.

Principal Amount \$525.00

Terms of Payment \$25.00 cash balance \$200.00 30th Sept. 1941. \$150.00...
30th Sept. 1942. \$150.00 30th Sept. 1943. Rate of Interest

Arrears, if any: Principal Interest

Balance owing as at this date \$300.00

Standing of Taxes: Arrears Current

Insurance:

(1) Agent Company

Policy No. Amt. Prem Exp. Date

(2) Agent Company

Policy No. Amt Prem Exp. Date

Nature, particulars and whereabouts of unregistered documents, if any:

Dated at Manly, Man. this first day of May A.D. 1942.

CERTIFIED CORRECT:

M. Tomita
(Signature)

This Agreement,

made in triplicate this thirtieth (30th)

day of September in the year of Our Lord one thousand nine hundred and forty

BETWEEN

MICHIO TOMITA, Farmer, 191 10th Avenue, Haney, B.C.

Name,
Address, and
Occupation
of Parties

AND

hereinafter called the "Vendor" of the one part

MIYOZO ARIZA - Farmer, 10th Avenue, R.R. No. 1, Haney, B.C.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in

The South halves of Lots 1, 2, 3 and 40 of the West half of
Section 20, Township 12, Map 1161, Municipality of Maple Ridge,
in the District of New Westminster, Province of British Columbia.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of
Five hundred and twenty-five-----00/100-----Dollars
of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that
is to say: the sum of Twenty-five-----Dollars
on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and
acknowledge), and the balance payable as follows:

- \$200.00) Two hundred dollars on September 30th, 1941
- \$150.00) One hundred and fifty dollars on September 30th, 1942.
- \$150.00) One hundred and fifty dollars on September 30th, 1943.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate
of Six per cent. per annum, payable yearly on the 30th day of
September in each year.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE PURCHASER DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed. THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith. IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor. AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof. THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided. AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Mtizo Ariza 10th Avenue R.R. #1, Haney, B.C.

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

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisions and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED

in the Presence of:

Signature of Witness

Street Address

City

Occupation

FOR ATTORNEY

I Herby Certify that, on the

day of

194

at

, in the Province of British Columbia,

(whose identity

, who is)

has been proved by the evidence on oath of

personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name

of

to the annexed instrument as the maker thereof, that the said

is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and

that he, the said

instrument, and subscribed the name of the said

as the free act and deed of the said

attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,

at

British Columbia, this

day of

in the year of our Lord one thousand nine hundred and forty

A Notary Public in and for the Province of British Columbia.

A Commissioner for taking affidavits within British Columbia.

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

DECLARATION BY ATTORNEY

I,

of the

of

, in the Province of British Columbia,

DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.

2. At the time of the execution of the within instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at

in the Province of

this

day of

A.D. 194

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

Acknowledgment of Officer of a Corporation

I Herby Certify that, on the

day of

194

at

, in the Province of British Columbia,

(whose identity has been proved by the evidence on

, who is) personally known to me,

oath of

appeared before me and acknowledged to me that he is the

of

who subscribed his name to the annexed instrument as

, and that he is the person

of the said

and affixed the seal of the

to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,

at

British Columbia, this

day of

in the year of our Lord one thousand nine hundred and forty

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

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

2852
2852

12th May, 1942.

Mr. J.J. Mulhall,
Haney, B.C.

*Recd. J.J. Mulhall letter
acceptance letter
mid 18/5/44*

Dear Sir:

re: M. Tomita.

We wish to advise that the Custodian is willing to lease the farm property of M. Tomita, situate at 191-10th Ave., Haney, B.C., for the period ending December 31st, 1942, on a basis of 50% of the net returns of the crop, on the express understanding that you will enter into a formal lease agreement on terms satisfactory to the Custodian.

If you agree to this arrangement, please advise us by letter, and it will then be in order for you to take possession of the property pending execution of the lease.

We ask that if you should find any personal property in the house or farm implements lying about, please be good enough to have them put in a safe place which you can lock up, and advise us that you have done so.

Yours truly,

R. P. Alexander,
Assistant Manager.

RDR:GF