

45'04

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: TANIYAMA, Shigehisa

HOME ADDRESS: Mount Lehman, B.C.

REGISTRATION NUMBER 12921 SEX: Male AGE: 59

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: Myself

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Tomio

ADDRESS OF WIFE OR HUSBAND: Mount Lehman, B.C.

NAMES OF ANY LIVING CHILDREN: Haruo (M) Yuri (F) Haruo (M) Toshi (F)

ADDRESS OF CHILDREN: Mount Lehman, BC

AGE OF CHILDREN: 16, 13, 10, 5

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

1. LOCATION AND DESCRIPTION: Lot "B" ~~XXXXXX~~ SE quarter of section 14, township 14, 12 acres cleared and 40 acres of woodland.

2. BUILDINGS AND OTHER IMPROVEMENTS: 1 dwelling house, 1 woodshed, bunkhouse, 1 pig house, 3 packing houses, 1 barn, cleared 10 1/2 acres (cost per acre \$150) built new road 2 mile long (cost \$500)

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

4. TAXES (Amount and where payable) \$63.38 per year. Payable at Matsqui

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

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: At home
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN ~~None~~ Crops sold to Mr Berg,
Mt. Lehman. Sold

STATEMENT OF REAL PROPERTY OCCUPIED

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Household furniture, Kitchen utensils, carpenter tools, 3 axes,
1 sleigh, 1 cable, 1 cart, in my house at Mt. Lehman, BC
Key will be left in care of the Custodian

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

4. INSURANCE CARRIED ON ABOVE PROPERTY: None5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

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

\$50 Victory Bond at office of Pacific co-op Union, Mission, BC43 \$10 shares in the Pacific Co-op Union at home.8. BANK ACCOUNTS: None9. LIFE INSURANCE: Mutual Aid Fund - Pacific Co-op Union, Mission, BC
\$30010. INTEREST IN ANY ESTATES OR TRUSTS: None11. SAFETY DEPOSIT BOX: None

- LIABILITIES:

1. PERSONAL DEBTS: None2. TRADE DEBTS: M. MacAskill, Mt. Lehman, BC \$23.59Komura Bros. Vancouver BC \$42.84Union Fish Market " BC \$93.80

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 16th day of April 1942

(Signature)

S. TaniyamaG. T. Williams
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date

Nov. 26/42

Our File No. 4604.

Full Name

TANIYAMA Shigehisa Deceased
(Surname in Block Letters)

Registration No.

12921.

Male - Female
(check)

Age

Jan 19/1883

Former Address

Mount Lehman, B.C.
560 E Cordova St. City

Date Evacuated

Sept 8/42

Naturalized - Canadian-Born - National
(check)

Present Address

Shaw B.C.
Died at Leam Creek

Jan 4/43
Jan 5/43 #12920

Married - Single
(check)

Name of Wife

TANIYAMA Tomio

Name of Husband

Name of Father

Deceased

Name of Mother

Deceased

Names of Children under 16

Izumi (M). 1/9/25 Yusiko (F). 19/5/29
Haruo (M). 15/4/32 Tooli (F). 5/1/37

Requested by

Violet Scott

Registered with Custodian

(Yes or No)

Additional Information

Haruo
Owner of House & 52 Acres

REAL PROPERTY SUMMARY

File 4504

V.L.A. B.C. 401-P

JAPANESE NAME: Shigehisa TANIYAMA - - Reg. No. 12921 - - Deceased.

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

PROPERTY ADDRESS: 3653 Taylor Road, Mt. Lehman, B. C.

LEGAL DESCRIPTION: Part 51.981 acres more or less of the West half of the South East quarter of Section 14 Township 14 as shown outlined and lettered "B" on sketch deposited No. 4038, Municipality of Matsqui, in the District of New Westminster.

TITLE: In the name of Shigehisa TANIYAMA.

ENCUMBRANCE: Vesting 24850 - October 1942.

ASSESSED VALUE: 1942 - 51.98 acres.
Land \$1455.00
Improvements \$1200.00 Total \$2655.00 Taxes \$61.40.

CLASSIFICATION: Berry farm with buildings. Inspector reported September 22, 1942, approximately 9½ acres cleared and the balance rough, with 3½ acres strawberries, ½ acre raspberries, ¼ acre loganberries, 30 fruit trees. A 1½ storey frame house 20 x 22, 4 rooms, poor condition, 2 packing sheds 12 x 12, bunk house and packing shed 12 x 20, woodshed and bath house 12 x 20, barn, old 20 x 24.

HISTORY OF ADMINISTRATION: Leased on the 16th April 1942 by Shigehisa TANIYAMA to Arnold BERG for the year 1942 with sale of crop and 300 crates, a horse, harness and some tools for \$700.00. This rental was paid to the owner.

Leased on the 16th December 1942, Secretary of State to J. FAIRBAIRN for 1 year from the 15th August 1942 reserving storage space and including one spray tank, for \$70.00 which was paid to the Pacific Co-operative Union. Lease handed to The Director The Veterans' Land Act on the 26th July 1943, The Director The Veterans' Land Act collecting all rents.

Shigehisa TANIYAMA died on the 6th January 1943, leaving a Will bequeathing his entire Estate to his wife Tomio. Mr. J.M. Streight Official Administrator at New Westminster was requested to undertake administration of this Estate on the 1st September 1943 and Letters of Administration were granted to him.

SOLD: To The Director The Veterans' Land Act for \$904.00 as at 1st January 1943.

Approval of Advisory Committee 1st June 1943.

FUNDS: the Estate of
Released to the credit of Shigehisa TANIYAMA, sale price \$904.00 less taxes \$220.72, Certificate of Encumbrance \$1.00, registration fee \$3.00, legal fee \$15.00, total \$239.72. Net amount released \$664.28.

The account of Shigehisa TANIYAMA has been closed in the ledger by transmission of funds to J.M. Streight of \$696.87 on the 16th November 1944 and \$35.29 being the balance of the account on the 25th May 1945.

TITLE:

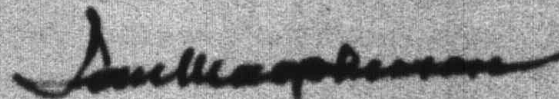
Included in C. of T. 169833-E and payment of consideration included in cheque to the Custodian dated March 9th, 1946.

**OLD C. OF T.
NO. 91867-E:**

Sent to the Land Registry Office on the 1st September 1943.

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

DATED June 22nd, 1946.



IM:ML

12921

NAME _____

TANIYAMA, Enichiso

FILE NO.

1504

[illegible]

PERSONAL PROPERTY SUMMARY

File No. 4504

13th December, 1946.

Re: Shigehisa TANIYAMA, deceased - Reg. No. 12921

CHATELS: The above Japanese registered with the Custodian on the 16th April, 1942, and declared at that time an unitemized quantity of chattels being left on his property at Mt. Lehmann. He was evacuated on the 8th September, 1942. On the 22nd September, 1942, our fieldmen inspected the property and took an inventory of the chattels which were left there. These chattels were left in the care of the lessees of the property until the 28th June, 1944, at which time all saleable articles were removed and sold by public auction for the net sum of \$13.70, which sum was credited to his account here as received. The stove and miscellaneous articles were abandoned on the property as not being worth the expense of handling. In addition to these, a few articles were missing and could not be accounted for by the tenant, who had not been on the property for very long.

BONDS & INVESTMENTS: The above Japanese declared having a Victory bond. However this was not brought under control by the Custodian.

He also declared having a share interest in the Pacific Co-operative Union and according to their records, he was the holder of \$160.00 worth of their redeemable shares and \$290.00 worth of non-redeemable shares. After his death, the share certificates of the above were forwarded to this office through the Department of Labour, and were subsequently sent to J.M. Streight, the official administrator, who redeemed them all on the 14th October, 1943. The non-redeemable shares have not been redeemed and still remain an outstanding asset of the Estate. TANIYAMA also owned a \$10.00 United Farmers Co-operative Union share certificate. This was cashed in by J.M. Streight, and also credited to the account of the Estate with him, together with interest accruing on it.

LIFE INSURANCE: The above Japanese declared he belonged to a Mutual Aid Fund with the Pacific Co-operative Union at Mission. Upon his death, application was made to them for benefits, and on the 16th February, 1943, the sum of \$102.00 was received and credited to the account of the Estate here, for which we subsequently accounted for, to the Official Administrator, J. M. Streight, who was appointed on the 20th October, 1944.

This file reveals no other personal property assets.

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

WEA:HA

W.E. Anderson
.....

LIABILITY SUMMARY

File No. 4504

11th December, 1946.

Re: Shigehisa TANIYAMA, deceased - Reg. No. 12921

When registering with this office on the 16th April, 1942, the above Japanese declared he owed the following three accounts:-

M. Manakill	\$23.59
Komura Brothers	42.84
Union Fish Company	93.80

The Pacific Co-operative Union also filed a claim for \$392.27, but this was apparently settled prior to his evacuation as the financial statement of the Co-operative as at the 31st August, 1942, shows no outstanding balance.

H. Furuya filed a claim of \$70.61

On the 19th January, 1943, this office referred the four outstanding claims to the Japanese for acknowledgment. However no reply was received as he had died on the 4th January, 1943.

Full details of the Estate to the knowledge of the Custodian were sent to J.M. Streight, Official Administrator, on the 1st September, 1943, and he was advised of the four claims.

Woodworth and Woodworth, on behalf of Dr. H.A. Rawlins, filed a claim of \$12.00 for services rendered in 1942, to "F. TANIYAMA". He advised the Company of Mr. Streight's appointment as administrator.

Mr. Streight forwarded the net proceeds of the Estate to this office for distribution to the beneficiaries, and as settlement of claims was his responsibility prior to doing this, it can be assumed that they have been settled.

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



NE:HA

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 2 1942

4504

C. Coffey

INVENTORY OF CHATTELS LEFT ON PROPERTY

OF

Shigehis TANIYAMA #12921

IN HOUSE

§ 1 baby crib & mattress	1 6-gal. crock <i>To be shipped</i>
§ 1 gramophone & records	§ Quantity dishes & utensils
§ 2 beds & springs	24 qt. sealers
1 straw suit case & old clothes	
1 mattock	2 lamps
1 sledge hammer	1 wash board
1 wedge	§ 1 rocking chair
§ 1 hand sprayer pump	1 bag rice <i>To be shipped</i>
§ 1 gal. Seedeeds	1 scoop scale
§ 1 carton carpenters tools	1 box pers. effects
1 free	1 pt. spring scales
1 carton bug powder	1 range
1 lamp	1 heater <i>To be shipped</i>
§ 1 peevy	4 home made tables
§ 3 sickles	2 benches
1 1/2" wire cocker	§ Small quantity lumber
§ 3 axes	1 wet stone
§ 2 sickles	1 scythe
§ 1 hoe	3 potatoe diggers

*S. sold by auction 28/6/42
absolutely.*

This represents all my chattels remaining in any protected area of British Columbia.

Confirmed:

Date..... SIGNED *S. Taniyama*

Please sign and return one copy to the Custodian.

Wilson

OFFICE OF THE
JAPANESE SECTION
RECEIVED
G-165-A
BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM 5 1942

Address Lemon Creek,

Date November 6, 1942.

Slocan City, B. C.

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

I, TANIYAMA, Shigehisa, Police Registration No 12921
hereby request you to release to me the under-noted property
stored at In one room at 3653 Taylor Road, Mt. Lehman, B. C.
in possession of Gave house key to Mr. Spain-Custodian at Hastings
and I release you from any claim whatsoever with respect to Park.
such property.

Description of Property:

100 lb. rice, 1 heater and pipes (not packed) - not labelled

<u>kitchen utensils - 2 iron pots</u>	<u>6</u>	<u>"</u>
<u>(not packed) 1 heavy iron frypan</u>	<u>"</u>	<u>"</u>
<u>1 set wooden steam cooker</u>	<u>"</u>	<u>"</u>
<u>1 6-gal. creek</u>	<u>"</u>	<u>"</u>

Original Address 3653 Taylor Road, Mt. Lehman, B. C.

Date Evacuated to Vancouver _____

Date Evacuated to Present Address September 8, 1942.

Number in Family - 12 years and over 1

Number in Family - 5 to 11 years old 2

Number in Family - under 5 _____

TOTAL NUMBER IN FAMILY 3

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

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: Walter Hartley

S. Taniyama
Claimant Signs Here

Farm Appraisal Report

File No. JL-319

Land Description Pt. 51.981 acs. of W. $\frac{1}{4}$ of S.E. $\frac{1}{4}$ Sec. 14, Tp. 14.

Red on Sk. 4038 & lettered "B"

Containing 51.981

Acres

Owner's Name Shigehisha TANIYAMA Post Office Address Mt. Lehman.
(Sketch shows Shigehisha as surname; Tax poll shows Taniyama as surname).

Nearest Rail Point Mt. Lehman

Distance 1 mile

Market Town Abbotsford

Distance 8 miles

Church (give denomination) Protestant den. Mt. Lehman and
vicinity; all denominations Abbotsford.

Distance

Nearest School Mt. Lehman Rd.

Distance $\frac{1}{2}$ mile

State how property was identified: Map, roads, neighbours.

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

On good cross road. Will eventually have a road on north line.

Is this district a good one? Fair only.

Employment opportunity Some seasonal farm work. None other near.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: Except front, fences are neighbours. Value \$

Water supply: Well and creek.

Value \$

BUILDINGS ON FARM

4504

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE 1 $\frac{1}{2}$ st.	16x26x22	Frame	18' eave	Shgl.	40	Conc. Bl.	Poor	
House very old with 2" moss on roof, very cheap finish while it has some value it is very old.								150.00
Leanto	10x26x14	Frame	10' eave	Shgl.	V. old	Conc. Bl.	Fair	
Woodshed	16x16x12	"	9' "	Shake	3	Wood	Fair	
Leanto roof	10x16	"	6' "	"	3	"	"	50.00
P. Shed	14x22x9	"	8' "	"	3	Posts No	Fair	15.00
P. Shed	Small	roof only	old	of no value				
Old Shed	20x40 in	bank Fr.	8'	Shake	over 40	Wood	Bad	nil
Henhouse	8x12x7	Frame	6'	"	old	"	"	"
	x							
	x							

Electric light available.

Total present day value \$ 215.00

Total Value Buildings add to farm \$ 150.00

Is dwelling habitable without repairs? No If not what is your approximate estimate of cost to make it

habitable? Wants reshingling but isn't worth it. Shiplap inside ceiling
joists exposed. So old that only very low standard people would continue
to live in it. Though it offers fair shelter.

Describe the basement and chimneys: Brick on bracket; no basement.

No. rooms downstairs? 3 Upstairs? 3 How finished Shiplap in. Partly shingled
all over, rough boards on some left as put on angle wise.

Are buildings painted? No. Condition of paint -

Distance from nearest bush None close.

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	END AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
5.00	Undulating this is a long narrow neck taken up considerably by private roadway to rear.	6" light loam Lt. clay		Canes - bad shape	30.	150.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
7.41	Rolling 6" lt. loam	Lt. Cl.		Large old stumps	100.	30.00
.8	Undulating	"	"	Slashed, some stumps bl.	155.	20.00
80.772	Bush	"	"	Clear heavy bush	100. up	10.00
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	
10.00	Ravine - Could be grazed when opened up. Japs would plant berries on banks.			A little cordwood	5.00	

Total value of Land \$ 746.01

Total added by buildings to value of farm \$ 150.00

Total fruit trees add to value of farm (for use in orchard districts only) \$ 25.00

Total value of farm \$ 921.01

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Continuously occupied. Rear section well tilled, front not. Front ap-
pears run down while back is in good heart.

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

Poultry and small fruit till sufficient land fully cleared for mixed.

Noxious weeds:

Some couch.

Give approximate detail and
amount of all annual taxes and Matsqui Municipality - \$61.40.
names of Taxing Authorities:

Date: June 16, 1948.
Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 12th day of June 1948.

Inspector's Signature

"R. L. RAMSAY"

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

Farm Appraisal Report

Remarks: This place is reasonably well located with electric light available but not led in. It is a bad shape and made worse by the fact that a gully runs up one side of the narrow section and leaves room for a comparatively small cleared acreage on anything like the level. There is a road comes fairly near the back or N.E. corner which will eventually reach it and then buildings could be scrapped or house left for pickers house and new ones put up on the other road.

The soil is quite good. The main clearing however has all or practically all of the primeval stumps left and strawberries are planted amongst them. The stumps are pretty thick too. However the strawberry and other patch of tr. canes (blacks) are quite serviceable as they stand and appear to be an excellent quality. The place while rolling has a flat plane with neither south or north tilt to be noticed. If anything there is a slightly southern tilt.

The buildings are few with the house as the only one which might be of much value but it is so old and in such decadent shape that the value is about gone out of it. Fruiting bodies of the moss on north side of roof stand probably 4" above the shingles.

My measurements of fruit areas work out higher than the tenant's statement which is unusual but he is doubtless allowing for stumps and not counting very poor rasps near house. My measurement shows overall, - 5.16 acs. straws, 1.3 acs. blacks or trailing canes and .85 acs. rasps.

(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.)

29 mixed fruit trees but mostly cherries which I would judge ran from 2-15 years. They offer an added attraction and are therefore worth something. Eventually as they appear to be commercial varieties they will earn money.

Present Value

\$ 25.00

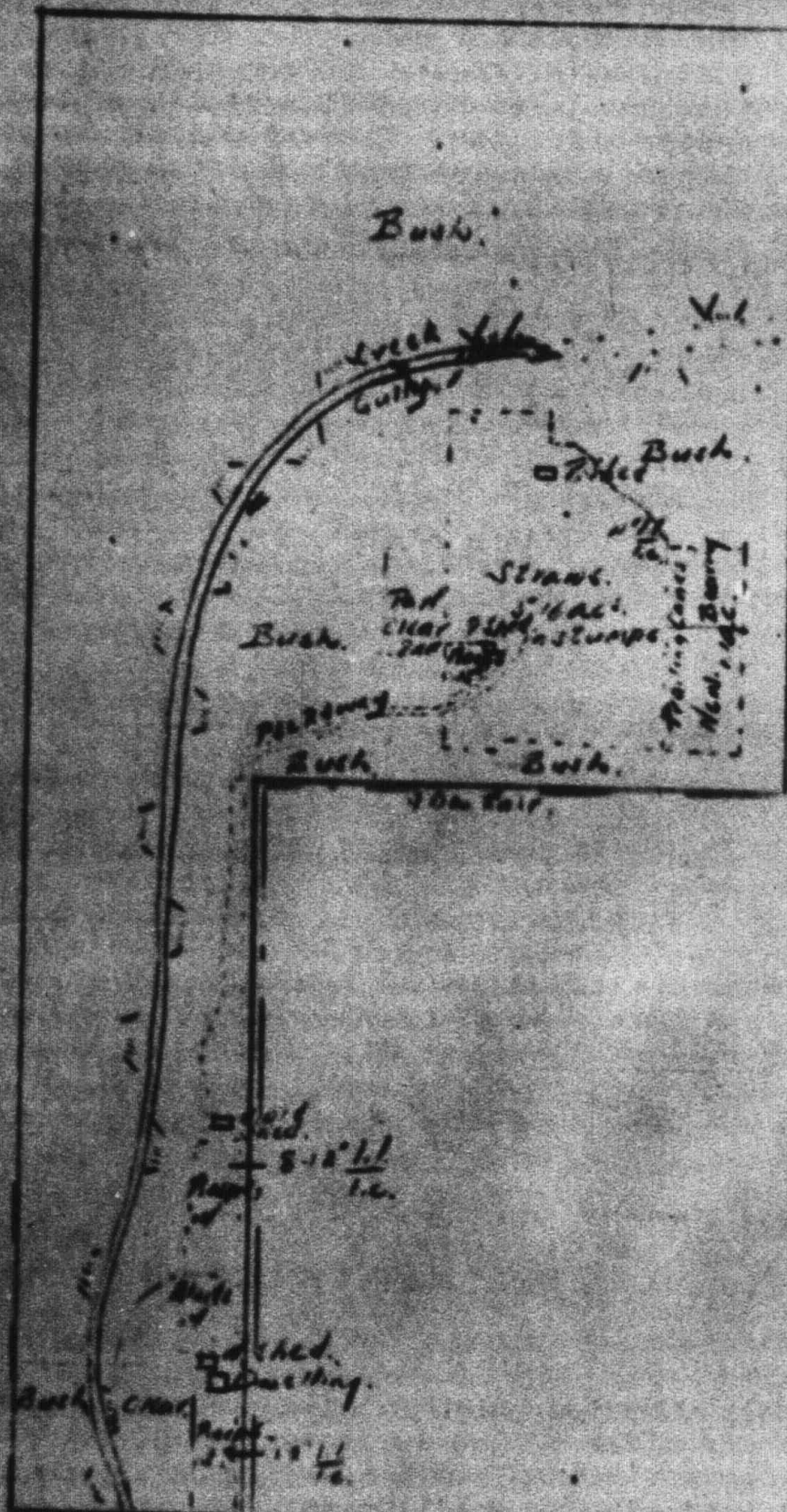
Total \$ 25.00

Amount fruit trees add to value of farm \$ 25.00

Diagram of Property

Highgate Swamp common st. opposite that of Hall)

To M. 301 ac of $\frac{1}{2}$ of S. E. $\frac{1}{2}$ Sec 14. Tp. 14, R. 40W. lettered L.
E. $\frac{1}{2}$ Sec 14.



Schams - 1 inch

$\frac{1}{1}$ - light loam on
 $\frac{1}{2}$ - light clay
low - Barb Will.

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

value is \$ 900.00

Date 22nd June 19 42.

"I. T. BARNET"

District Superintendent.

Lease No. 68

File No. 4504

This Indenture,

Made in triplicate this Sixteenth day of December A.D. 1942.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

THE SECRETARY OF STATE FOR CANADA,
acting in his capacity as Custodian under and by
virtue of Order-in-Council P.C. 1665, and Amend-
ments thereto.

Hereinafter referred to as the
LESSOR OF THE FIRST PART.

*File
Municipal*
JACK E. FAIRBANKS (Farmer) of Mt. Lehman,
in the Province of British Columbia.

Hereinafter referred to as the
LESSEE OF THE SECOND PART.

Witnesseth, that in consideration of the rents reserved under the covenants and agreements hereinafter contained the Lessor doth demise and lease unto the Lessee, All and Singular that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Matsqui in New Westminster District, in the Province of British Columbia, more particularly described as Part 51.981 acres more or less of the West Half (W $\frac{1}{2}$) of the South East Quarter (SE $\frac{1}{4}$) of Section Fourteen (14) Township 14, as shown outlined red and lettered "B" on sketch deposited No. 4038, in New Westminster District. Certificate of TITLE NO. 91867 E. (Also known as 3653 Taylor Road, Mt. Lehman.)

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining, saving and excepting thereout sufficient space to be reserved for the sole and exclusive use of the Lessor in storing certain chattels and effects now on the premises.

And reserved to the Lessor, and reserving also to the Lessor and to tenants of the Lessor occupying adjoining lands from time to time, their respective families and servants, and all other persons with the Lessor's or their permission, going to or from the said adjoining lands, free and uninterrupted right at all times hereafter and for all purposes to go, return, pass and repass with or without horses, cattle, and vehicles from and to any highway by crossing through and over the demised premises; and Doth Further Let on Hire the following chattels, namely:—

1 Tank Spray

from the Fifteenth day of August A.D. 1942, (or from the date hereof) for the term of one (1) years thence ensuing and fully to be determined on the Fourteenth day of August, 1943.

Yielding during the said term therefor the clear (annual) rent of \$ (70.00) Seventy Dollars, of lawful money of Canada, payable to the Lessor at the Office of the Custodian, Vancouver, British Columbia, on the following days and times, that is to say:—Seventy Dollars (\$70.00) the first payment to be made on the Fifteenth day of June, A.D. 1943.

2. That the said Lessee covenants with the said Lessor to pay rent; ~~and to pay taxes; and to pay~~ rates and charges for water, electric light, gas and telephone. AND TO repair; and to keep all ditches and drains clean, open and free from obstruction and in good working order; and to keep up fences; and not to cut down timber; ~~and to insure against fire in the joint names of the said Lessor and the said Lessee, show receipts and to rebuild in case of fire;~~ AND that the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice, and that the said right of entry and to view the state of repair shall extend to every person to whom may be delegated any power or duty conferred or imposed on the Custodian and to every person authorized by the Director of Soldier Settlement of Canada to act as an Inspector. AND will not assign without leave; and will not sublet without leave; and that he will leave premises in good repair excepting only reasonable wear and tear and damage by tempest; AND that he will not carry on any business on the premises that shall be deemed a nuisance.

The foregoing words of this clause found in Column One (1) of the Short Form of Leases Act shall be constructed according to the extended form in Schedule Two (2) of that Act.

3. The Lessee Further Covenants and Agrees with the Lessor:—

(a) To manage, cultivate and manure the portions of the premises now or hereafter brought under cultivation in a good and husbandmanlike manner and in accordance with the most approved method of husbandry used in the district, and to use the said cultivated lands for the purpose of producing the type of crops heretofore produced thereon, and to keep all arable lands clean and free from weeds, and to protect, preserve, prune and manage all orchard, fruit, shade and ornamental trees on the premises.

(b) To spread on the land in a husbandmanlike manner all manure produced on the said premises and not to remove from the lands any manure on the expiration of the term.

(c) During the continuance of the term at his own expense to keep the said chattels in good and substantial repair and condition and to keep the owner indemnified against all loss of, from and against the said chattels from whatever cause it may arise, save only reasonable wear and tear.

(d) Upon the expiration of the term either by effluxion of time or by the Lessor under the right reserved to that effect to deliver to the Lessor peaceably and at the Lessee's risk and expense the said chattels at the said premises.

~~(e) To keep the hired chattels insured in the name of the Lessor throughout the term against loss or damage by fire to the full insurable value thereof with some reputable insurance company.~~

(f) To observe fully and at all times the right of way reserved to the Lessor and to tenants of the Lessor occupying the adjoining lands for the time being, their respective families and servants, and all other persons with the Lessor's or their permission going to or from the said adjoining lands.

(g) To put all plumbing works, sanitary arrangements and drains in condition to comply with the requirements of the Municipal Health Officer and of the Board of Health of the Municipality and to comply forthwith with all notices and requests of the Municipal Health Officer or of the Board of Health of the Municipality.

4. Provided Always and it is expressly agreed that if the rent hereby reserved, or any part thereof, shall be unpaid for fifteen (15) days after any of the dates after which the same ought to have been paid although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said Lessee, his heirs, executors, administrators and assigns, or if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or in the event of the Lessee failing to keep possession of any of the said chattels, then in any of such events the then current year's rent shall immediately become due and payable, and it shall also be lawful for the said Lessor, his successors in office or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy as of his or their former estate, anything herein contained to the contrary notwithstanding.

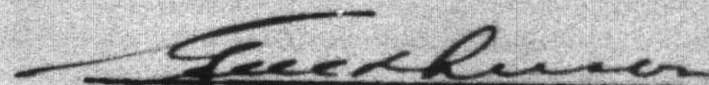
5. Provided Further that if at any time during the term the hostilities in which His Majesty is presently engaged shall have ceased the Lessor may terminate this lease by giving the Lessee one (1) month's notice in writing to vacate the premises, and such notice having been given this lease shall terminate at the end of the said month notwithstanding that it may not be at the end of the current year of the tenancy, and such notice shall have been deemed to have been received by the Lessee on the date on which it shall have been deposited in the Post Office at Vancouver, British Columbia, and mailed and addressed to the Lessee at

British Columbia; Such notice may also be served upon the Lessee personally or by posting it on any part of the said premises if vacant, or by serving it upon any grown up person on the said premises if occupied and if the Lease shall terminate as herein provided on any day other than the

(H) Apart from the hired chattels, to warehouse and store upon the demised premises those chattels and effects of the Lessor now upon the demised premises, hereinafter called the stored chattels, by placing the said stored chattels in a place reasonably safe and to use reasonable care for the protection thereof.

(I) From time to time to deliver up to the Lessor the stored chattels or such portions thereof as the Lessor may demand and to re-deliver to the Lessor the hired chattels in the event of the Lessor so demanding by reason of judgment obtained against the Lessee, or breach of any term of this Lease, or by reason of the Lessor considering his right to the hired chattels to be endangered by their continuing in the possession of the Lessee, of which the Lessor shall be the sole judge.

(J) At the request of the Lessor from time to time to deliver to the Lessor an order on any third person to whom the Lessee may have marketed or delivered any of the crop from the demised premises and in such form as the Lessor may request directing such third person to pay to the Lessor from the proceeds of any crop or of any monies payable to the Lessee a sum equivalent to the rental for the current year.


Signature of the Lessor.


Signature of the Lessee.

last day of the year of the tenancy the rent for the year in which the lease terminates as aforesaid shall be apportioned by charging the Lessee a reasonable rent having regard to the stipulated rent, and the opportunity of the tenant to have obtained or to obtain the crops in that year, reserving to the Lessee the right to re-enter upon the demised premises to cultivate and harvest crops maturing in the year of the tenancy in which the termination occurs unless the incoming occupant shall pay to the Lessee a fair value for the crops maturing at the time of the termination, which value shall be determined by a person appointed by the Lessor or by an authorized Deputy of the Lessor in his capacity of Custodian from those persons to whom may be delegated any power or duty conferred or imposed on the Custodian.

6. The Lessor covenants with the Lessee for quiet enjoyment.

The covenants of the Lessee and the reservations herein contained shall enure to the Lessor, his successors in office and assigns, and shall be binding upon the Lessee, his heirs, executors, administrators and assigns.

In Witness Whereof the Lessor as Custodian has executed these presents by his duly authorized deputy, and in witness whereof the hand and seal of the Lessee, all on the day and year first above written.

Signed by the said Lessor by his
authorized deputy, in the
presence of:—

O. P. Broadbent

G. W. McPherson
(G. W. McPHERSON)

Authorized Deputy of the Secretary
of State and/or Custodian

Signed by the said Lessee
in the presence of:—

John J. [unclear]

John J. [unclear]

Jack [unclear]

Approved by the Director of Soldier
Settlement of Canada. as to land.
By his authorized representative.

J. B. [unclear]

District Superintendent.

File #4502

August 31st, 1943. *mu*

MEMORANDUM

TO: MR. R. P. ALEXANDER

Re: Shigehisa TANIYAMA.

FROM: MR. K. W. WRIGHT

We have your memo of the 18th instant and note that the evacuee, Shigehisa Taniyama died at Lemon Creek, Blocan, B. C. on January 4th, 1943.

The deceased declared on his J. P. Form the property at Mount Lehman, assessed at \$2655.00, and this land is being sold to the Soldier Settlement Board.

Section 26 of the Consolidated Regulations Respecting Trading With The Enemy (1939) relates to the duration of a vesting order and provides that where the property of any person is vested in the Custodian, such vesting shall not be invalidated or effected by reason of such person having prior or subsequent to the date of vesting, died.]

It would therefore appear advisable to proceed with the sale to the Director of the Veterans' Land Act and have the proceeds of the sale deposited with the Custodian and earmarked that this belongs to the estate of Shigehisa Taniyama, deceased. When this has been accomplished, the widow should be advised to take the matter up with the Official Administrator, who, in turn, will probably make application to the Court to be appointed Administrator and Letters of Administration with the Will annexed will in all probability be granted to him. According to your translation of the Will, the deceased failed to name an executor. As, if, and when Letters of Administration with the Will annexed are granted, a Notarial copy will be filed in this office and the Custodian would thereupon transfer the balance at credit to the personal representative appointed by the Court. The responsibility for proper distribution, payment of debts and so on will rest upon the Administrator.

done! It is noted that the B.C. Security Commission forwarded Certificate of Title #91867 E in the name of Shigehisa TANIYAMA. If this has not already gone forward to the Registrar, it would be advisable to send same by registered post. It has been decided to send all such certificates we may locate to the Registrar for safe keeping.

I return your file #4502.

KWW/W

K. W. Wright
K. W. WRIGHT

NAME PANTANA, William

REGISTRATION NO. 12921

FILE NO. 1504

The following chattels were sold by public
auction at Mbetsford, B.C. on 6/6/44.

Cow	1.00
Sheep	.50
Swine	.25
Chickens	.75
Tools	.35
Calves, etc.	.50
Motor	.25
Tractor	.50
Auto. Tools	3.50
Truck	.50
Motor	.25
Oil	.25
Old Red Spring	2.25
Overhaul	1.00
Truck	4.00
Truck	4.50

Total		<u>20.35</u>
Less Expense	(Auctioneer's Fees 2.03)	
	(Advertising 0.94)	<u>6.65</u>
	(Moving 3.68)	
Net Proceeds Credited:		<u><u>20.70</u></u>

Members of Custodian Staff Present Mr. Andersen

Extracted from Auctioneering List Mbetsford, B.C.

Remarks

In the SUPREME Court of BRITISH COLUMBIA

In the matter of SHIGEHISA TANIYAMA, deceased,
and

In the matter of the "Administration Act."

DATED THE 20th DAY OF October, A.D. 19 44

UPON reading the Petition and affidavits of Jack Milton Streight and the Renunciation of Tomie Taniyama, it is ordered,

that Jack Milton Streight, Official Administrator for the
County of Westminster, shall be Administrator ^{with the Will annexed} of all and singular

the estate of Shigehisa Taniyama, deceased,* who died at
Lemon Creek, British Columbia on the 6th day of January, A. D. 1943
and that notice of this Order be published in one
issue of a newspaper circulating in the District in which the de-
ceased resided.

CERTIFIED A TRUE COPY

A. M. Harper
District Registrar J.

Value of Estate \$2879.26
Extracted by Lidster & Allison,
Solicitors.



This Grant is made upon the condition that no portion of the assets shall be distributed or paid during the War to any beneficiary or creditor who is a National of the German Reich or Italy wherever resident, or to any one on his behalf, or to or on behalf of any person resident in the German Reich or Italy of whatever nationality, or to or on behalf of any subject or citizen of any country at war with His Majesty, without the express sanction of the Crown acting through the Minister of Finance; and if any distribution or payment is made contrary to this condition the grant of probate or letters of administration will be forthwith revoked.

After my death I give my entire assets and estate to
my wife Tomie

Dated January 2nd 1943

S. TANIYAMA

Witness S. Matsumura

Witness Takematsu Hatanaka

CERTIFIED A TRUE COPY

S. Matsumura
District Registrar



J. M. STREIGHT
OFFICIAL ADMINISTRATOR

EVACUATION SECTION	
Rec'd	SEP 10 1949
File No.	4504
Ans.	
Referred	

TELEPHONE:
703

607 COLUMBIA STREET
NEW WESTMINSTER, B. C.

September 8th, 1949.

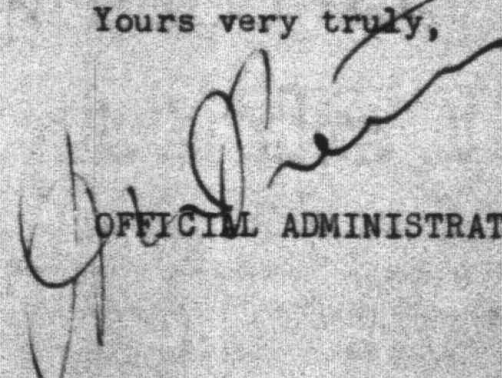
Office of the Custodian,
506 Royal Bank Building,
Hastings & Granville Sts.,
Vancouver, B. C.

Re: Estate of Shigehisa Taniyama,
Your reference No. 4504.

Dear Sirs:

With reference to your letter of August 11th. I herewith enclose statement of the Estate, and beg to advise that you will receive the balance on hand, namely \$167.53, this month, from Victoria. This money is for the Widow, who is the sole beneficiary of the estate.

Yours very truly,


OFFICIAL ADMINISTRATOR

JMS:EW
Encl.



J. M. STREIGHT
OFFICIAL ADMINISTRATOR

TELEPHONE:
709

807 COLUMBIA STREET
NEW WESTMINSTER, B. C.
August 30th, 1949.

STATEMENT RE:
ESTATE OF S. TANAYAMA

From Oct. 1943 to
to
Aug. 31st, 1949

	Dr.	Cr.
By Cash		
" " Pacific Co-op.		178.83
" " Custodian		747.16
To Cash		
" " Taxed Bill of Costs	131.44	
" " Custodian (legal)	15.00	
" " Custodian, for widow	467.03	
" " Union Fish acct.	93.80	
" " Advertising	4.50	
" " Expenses this office	46.69	
# Balance in Treasury	167.53	
	\$925.99	\$925.99
Aug. 31st, 1949	By Balance in Treasury	\$167.53

E. & O. E.
This is my Statement
J. M. Streight
Official Administrator