

5436

KENLYT REVUE

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: SHIKAZE (Eds) Mrs. Kayemon *Also spelled Yeds*HOME ADDRESS: P.O. Box 312, Mission, B. C.REGISTRATION NUMBER 14461 SEX: Female AGE: 43OCCUPATION: Housewife

(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: NoneMARRIED? YesNAME OF WIFE OR HUSBAND: KayemonADDRESS OF WIFE OR HUSBAND: same addressNAMES OF ANY LIVING CHILDREN: Ben (M) Yoshiko (F)ADDRESS OF CHILDREN: same addressAGE OF CHILDREN: 13 & 4 yrs.

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

1. LOCATION AND DESCRIPTION: "a" - Lots 9&10 of $\frac{1}{4}$ NW Sec. 28, twp. 16, Map 5793
Title Nol 117050E, in hands of Catherwood, Missis
"Agreement of Sale" Lot 11, sub-div. NW $\frac{1}{4}$ sec. 28, twp. 16, ECN Map 5793

" " " Lots 4&5 of the NW $\frac{1}{4}$ sec. 28, twp. 16, Map 5793

In the Municipality of Matsqui

2. BUILDINGS AND OTHER IMPROVEMENTS: 7 roomed wooden frame bungalow
on lot 11.

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

4. TAXES (Amount and where payable) "a" \$21.00 to Mun. of Matsqui, 1941 paid up.

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

None

6. OCCUPANCY AND LEASES (If vacant so state) to be leased--name unknown
as yet.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: LAND REGISTRY OFFICE New Westminster

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN on lot 11--strawberry, raspberry, rhubarb

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: see page 1

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:

registered in husbands name

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

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF

OTHERS: Lot 11--\$950.00 S. Kodana /
Lots 4&5 \$500.00 Y Shikaze /
Lot 3--\$350.00 K. Matsumoto /

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
as above.

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
\$500.00 Victory Bond (1941) "Major Oil Investments Number 9"- Class "a"
B
(both in owner's possession) 40ths of 1 unit....\$875.00

8. BANK ACCOUNTS: Can. Bank of Commerce, Mission, \$1500.00

9. LIFE INSURANCE: New York Life Ins. Co. \$1000.00) Beneficiary, husband.
Western Mutual Ben. Ass. \$1000.00) All in owner's possession
Pacific Union Mutual Aid \$300.00)

10. INTEREST IN ANY ESTATES OR TRUSTS. Declarant has Power of Attorney to deal with her husbands estate in the event of his death.

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 21st day of April 1942.

(Signature) E. Shikaze

J. H. Wilkins
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE December 29, 1942

Cur File No. 5436

Full Name SHIKAZE, Eda, (Mrs. Kayemon)
(Surname in Block Letters)

Registration No. 14461

Male - Female ☒
(Check)

Age April 13, 1898

Former Address P.O. Box 312, Mission, B.C.

Date Evacuated May 1942 ? Naturalized - Canadian-Born - National
(Check)

Present Address c/o W. Dalgleish, Picture Butte, Alta.

Married - Single
(Check)

Name of Wife _____

Name of Husband Kayemon #14462

Name of Mother KAJI, Sen (Japan)

Name of Father NISHIO, Shintaro (Japan)

Names of Children under 16 _____

See husband's sheet.

Requested by C. Girard

Registered with Custodian Yes
(Yes or No)

Additional Information _____

67/11

August 29/47.

REAL PROPERTY SUMMARY

CATALOGUE NO.: Included in Director of Veterans' Land Act Offer.

JAPANESE NAME: (Mrs.) Yeda SHIKAZE REGN. NO.: 14461

PROPERTY ADDRESS: P. O. Box 312, Mission, B. C.

LEGAL DESCRIPTION: Lots 9 and 10, NW $\frac{1}{4}$ Sec 18, T. 16, Map 5793, District of New Westminster.

SOLD

TITLE: In the name of Yeda Shikaze. C of T No. 117050E

ENCUMBRANCES: Certificate of Vesting in the Custodian filed No. 25059.

ASSESSED VALUE: Land \$488.00, Improvements \$400.00, Total \$888.00, Taxes \$19.52.

CLASSIFICATION: Bush Land of some 20 acres, without buildings or crop.

CHATTELS: Not involved in sale of this property. This is not in accordance with assessment of \$400.00 for improvements.)

HISTORY OF ADMINISTRATION: The above named was evacuated in May, 1942. On April 21/42 she declared herself as the owner of the above described property. As there were no buildings or crop on this property and it was not under lease, no expenses were incurred by the Custodian in administering same.

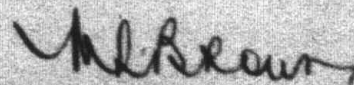
SOLD: The property was sold to Director of Veterans' Land Act, as at Jan. 1/43, for the sum of \$287.00. Approved by Advisory Committee June 1, 1943.

FUNDS: After deducting \$.75 for Registration Fees, \$15.00 Legal Fees and \$24.64 for Tax Arrears, the net amount of \$246.61 was credited to the account of Mrs. Yeda SHIKAZE, with advice to her. No comment has been received from Mrs. Shikaze regarding this sale.

TITLE:

Certificate of Title No. 171889E (Duplicate) handed to The
Director of Veterans' Land Act on May 27/44.

The above Summary is certified to be
in accordance with the information
on file:



M. L. Brown.

MLB/JJW

File No. 5436. REAL PROPERTY SUMMARY FOR CLAIM May 20/48.

CLAIMANT: (Mrs.) Yeda SHIKAZE Reg. No. 14461.

PROP. SUBJECT
OF CLAIM: Lots 3,4,5, and Lot 11, N.W. $\frac{1}{4}$ of Sec.28,
Twp.16, Map 5793, Mun. of Matsqui, D.N.W.

CLAIM: For Lots 3,4,5 - \$1208.98
" Lot 11 - 449.01
\$1657.99

EXHIBIT NO.

DATE

FILED BY

748-4.
October 4/48
Bra Rice

Re: Lot 3.

Sold to Shotaro MATSUMOTO, File 6624 by Yeda SHIKAZE -
unregistered Agreement for Sale. This lot was sold
by us for \$334.00 Gross and \$297.45 NET. As Mrs. Yeda
SHIKAZE advised us on February 21, 1944, that MATSUMOTO
owed her \$420.57 at December 1943, the net amount received
from the sale of this lot (\$297.45) was transferred from
MATSUMOTO'S account to the account of Mrs. Yeda SHIKAZE,
May 4/45.

Re: Lots 4 and 5.

Sold to Yoshio SHIKAZE, File 5184 by Yeda SHIKAZE -
registered Agreement for Sale. Balance owing at December
20, 1941, was \$500.00 and interest to Jan. 21/44, \$43.69,
making a total of \$543.69 at the last-mentioned date.
This property was sold for \$382.00 Gross less expenses \$42.15
= \$339.85. This amount (\$339.85) was transferred on May 4/45,
from Yoshio SHIKAZE'S account to the account of Mrs. Yeda
SHIKAZE.

Re: Lot 11.

Sold to Suekichi KODAMA, File 4619, by Yeda SHIKAZE -
unregistered Agreement for Sale. Balance owing under
Agreement for Sale \$956.80 plus interest from Mar.18/42
to Sept. 18/44, \$191.20, total \$1,148.00. Lot 11 was
sold for \$2,076.00. Full amount owing under Agreement
for Sale (\$1,148.00) was transferred from Suekichi KODAMA'S
account to the account of Yeda SHIKAZE on September 25/44.

J. Sprad

File No. 5436.

REAL PROPERTY SUMMARY FOR CLAIM

May 20/48.

CLAIMANT:

(Mrs.) Yeda SHIKAZE

Reg. No. 14461.

PROP. SUBJECT
OF CLAIM:

P.O. Box 312, Mission, B.C.

(V.L.A.)

being
Lots 9 and 10, N.W. $\frac{1}{4}$ of Sec.28,
Twp.16, Map 5793, Num. of Matsqui, D.N.W.

CLAIM:

\$1,000.00.

(Actual Gross Selling Price \$287.00).

REFERENCES

HISTORY

JP

Declared April 21st, 1942.

RP.1

C of E dated December 9th, 1942, notes vesting in the Custodian

RP.2

Assessed Value (1943)

Land

\$488.00

Improvements

400.00

RP.3

Valuation - V.L.A., \$292.50, June 1st, 1942.

RP.4

Mrs. Yeda SHIKAZE advised of sale of property May 29/45,
\$287.00, provided with Statement of Sale and Statement of Account

Statement of Account to date.

/JS

J. Spratt

REAL PROPERTY SUMMARY

Copy for File 5436 - Yeda SHIKAZ

JAPANESE NAME: Shotaro MATSUMOTO Reg. No. 12932 File No. 6624.

CATALOGUE NO: Sold by Special Arrangement, The Director, Veterans' Land Act.
BC/736-P. First Offer.

PROPERTY ADDRESS: Downs Road, Clayburn, B. C.

LEGAL DESCRIPTION: Lot 3 of the North West $\frac{1}{4}$ of Section 28, Township 16, Map 9793,
Municipality of Matsqui, D. N. W.

TITLE: Registered in the name of Yeda SHIKAZE (File 5436).

ENCUMBRANCES: None registered.

Unregistered Agreement for Sale between Yeda SHIKAZE (Mrs. Kayemon,
Eda SHIKAZE) File No. 5436, and Shotaro MATSUMOTO, File No. 6624.

Vesting Order No. 25059 (inter alia) and No. 26632, dated
December 10th, 1942 and February 9th, 1944, respectively.

ASSESSED VALUE: Land - \$244.00
Improvements - ~~\$400.00~~ - \$644.00 Taxes - \$16.90.

CLASSIFICATION: Small farm, dwelling and out-buildings.
Property consists of 10 acres. Crops planted, according to JP Form,
strawberries only.
1 - 3 room wooden frame bungalow, 1 woodshed, 1 shack, 1 packing house

HISTORY OF ADMINISTRATION: This property was leased by Shotaro MATSUMOTO to Sherman D. Thompson,
14th April, 1942. Term being 10 months from 1st April, 1942, with
option to extend lease for 1943, arrangements to be made with the
Pacific Co-Operative Union. Consideration being \$375.00 paid.
Houses included, also buildings. Chattels not included.

Lease handed to The Director, Veterans' Land Act 24/7/43.

SOLD: To The Director, The Veterans' Land Act for \$334.00 as at January 1st
1943.
Approval of Advisory Committee - 1st June, 1943.

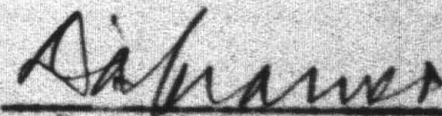
Funds released to the credit of Shotaro MATSUMOTO as at June 5th,
1944, against which were charges for Certificate of Encumbrance -
\$1.00, Registration Fees - .75cents, Legal Fees - \$15.00, also Tax
Arrears - \$19.80, leaving a net credit of \$297.45 from said trans-
action. This amount was transferred to Yeda SHIKAZE, File 5436, on
the 4th of May, 1945, having been accepted by the Custodian on

Yeda SHIKAZE'S behalf - in full settlement of Agreement for Sale
on the property sold to Shotaro MATSUMOTO.

Certificate of Title No. 171889-E, in the name of The Director,
The Veterans' Land Act.

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

January 28th, 1946.


D. A. CRAMER.

DAC:JS

REAL PROPERTY SUMMARY

File 5184, 5436

V.L.A. B.C. 394-P

JAPANESE NAME: Yoshio SHIKAZE - - Reg. No. 13796.

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

PROPERTY ADDRESS: 7th Street, Mission, B. C.

LEGAL DESCRIPTION: Lots 4 and 5 of the North West quarter of Section 28 Township 16 Map 5793 Municipality of Matsqui in the District of New Westminster.

TITLE: In the name of Yeda SHIKAZE.

ENCUMBRANCE: 850390 Agreement of Sale dated 20th December 1941 to Yoshio Shikaze for \$640.00.

Vesting 25059 - 10th December 1942.

ASSESSED VALUE: 1942 - 18.5 acres.
Land \$488.00
Improvements 400.00 Total \$888.00 Taxes \$21.49.

CLASSIFICATION: Bush land. No cultivation and no buildings. This does not correspond with the assessment of \$400.00 for improvements.

HISTORY OF ADMINISTRATION: No lease on property during the period of control by the Custodian. No revenue. Taxes for 1942 and penalty \$25.40 paid by the Custodian. On the Agreement for Sale at a price of \$640.00, there was \$140.00 paid. The balance of \$500.00 with interest from the 20th December 1941 was confirmed by Yoshio SHIKAZE on the 21st January 1944. He wrote him again that the amount claimed as at 28th February 1944 was \$543.69 and advised him that failing to receive his confirmation, we would assume the claim to be correct. No reply was received. On May 3rd, 1945, the balance of \$339.85 to the credit of Yoshio SHIKAZE was transferred to the account of Yeda SHIKAZE, file 5436. There is nothing on the file to show that Yeda SHIKAZE has accepted \$339.85 in full settlement of her claim of \$543.69.

SOLD: To The Director The Veterans' Land Act for \$382.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS: Released to the credit of Yoshio SHIKAZE, sale price \$382.00 less registration fee .75¢, Certificate of Encumbrance \$1.00, taxes \$25.40 legal fee \$15.00, on account of purchase price credited to Yeda SHIKAZE \$339.85, total \$382.00. No credit remains to the credit of Yoshio SHIKAZE.

TITLE: Included in C. of T. 171889-E and payment of consideration included in cheque to the Custodian dated April 28th, 1944.

OLD C. OF T. In the owners possession.
NO. 117050-E:

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

DATED August 3rd, 1946
IM:ML

San Macpherson

File No. 5436

August 29/47.

REAL PROPERTY SUMMARY

CATALOGUE NO.: Included in Director of Veterans' Land Act Offer.

JAPANESE NAME: (Mrs.) Yeda SHIKAZE REGN. NO.: 14461

PROPERTY ADDRESS: P. O. Box 312, Mission, B. C.

LEGAL DESCRIPTION: Lots 9 and 10, NW $\frac{1}{4}$ Sec 18, T. 16, Map 5793, District of New Westminster.

SOLD

TITLE: In the name of Yeda Shikaze. C of T No. 117050E

ENCUMBRANCES: Certificate of Vesting in the Custodian filed No. 25059.

ASSESSED VALUE: Land \$488.00, Improvements \$400.00, Total \$888.00, Taxes \$19.52.

CLASSIFICATION: Bush Land of some 20 acres, without buildings or crop.

CHATELS: Not involved in sale of this property. This is not in accordance with assessment of \$400.00 for improvements.

HISTORY OF ADMINISTRATION: The above named was evacuated in May, 1942. On April 21/42 she declared herself as the owner of the above described property. As there were no buildings or crop on this property and it was not under lease, no expenses were incurred by the Custodian in administering same.

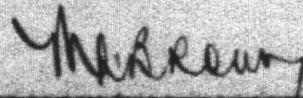
SOLD: The property was sold to Director of Veterans' Land Act, as at Jan. 1/43, for the sum of \$287.00. Approved by Advisory Committee June 1, 1943.

FUNDS: After deducting \$.75 for Registration Fees, \$15.00 Legal Fees and \$24.64 for Tax Arrears, the net amount of \$246.61 was credited to the account of Mrs. Yeda SHIKAZE, with advice to her. No comment has been received from Mrs. Shikaze regarding this sale.

TITLE:

Certificate of Title No. 171839E (Duplicate) handed to The
Director of Veterans' Land Act on May 27/44.

The above Summary is certified to be
in accordance with the information
on file:



M. L. Brown.

MLB/JJW

REAL PROPERTY SUMMARY

File 4619

V.L.A. B.C. 371-P

JAPANESE NAME: Susukichi KODAMA -- Reg. No. 10618.

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

PROPERTY ADDRESS: 1041 Scott Road, Clayburn, B. C.

LEGAL DESCRIPTION: Lot 11 of the North West quarter of Section 28 Township 16 Map 5793 Municipality of Matsqui, D.N.W.

TITLE: In the name of Yeda Shikaze.

ENCUMBRANCE: Vesting in Custodian 25059, 10th December 1942.

UNREGISTERED ENCUMBRANCE: Agreement of Sale from Yeda SHIKAZE to Susukichi KODAMA dated 13th February 1937.

ASSESSED VALUE: 17.7 acres.
Land \$492.00
Improvements \$600.00 Total \$1092.00 Taxes \$23.08.

CLASSIFICATION: Inspector reported June 12, 1942, 5 $\frac{1}{2}$ acres cleared and the rest in bush, with $\frac{1}{4}$ acre rhubarb, 3 $\frac{1}{2}$ acres strawberries, $\frac{1}{4}$ acre loganberries, 3 acre raspberries, $\frac{1}{2}$ acre blackberries, in all 5 acres, with 1 $\frac{1}{2}$ storey frame house 27 x 30, 7 rooms in fair condition, unfinished inside, with woodshed, picker house and toolshed combined, chicken house, barn and packing house combined picker house, 2 packing sheds. Occupied at the date of inspection by Mervin TERPIS.

HISTORY OF ADMINISTRATION: KODAMA sold the crop on this land on the 25th April 1942, to Cliff GROFF and Mervin TERPIS for \$875.00 and received payment. This agreement was in the form of a lease in which the lessor declared 6 acres in berries. The lessees subsequently made a claim of misrepresentation of the area, asserting that there was a shortage of 1.98 acres and made claim for a corresponding reduction in the sale of \$265.00. This claim was settled on the basis of 76% of the claim, amounting to \$185.00 and the Custodian paid on this claim, on the 7th July 1943, \$60.00, on the 6th July 1944, \$125.00, the payments being made to The Pacific Co-operative Union.

In respect to the Agreement of Sale, Yeda SHIKAZE claimed that of the principal amount of the purchase price there remained a balance of \$956.80 as at the 22nd September 1944, with interest to the 18th September 1944 of \$191.20, a total of \$1148.00. This claim was submitted to Mr. KODAMA for confirmation which he confirmed as to the \$956.80, but stated that he did not think that he should be called upon to pay the interest as he had been forced to leave the property. On the

the

14th August 1944, we notified him that failing to hear from him within a reasonable time, the Custodian would assume the correctness of the claim and make payment, which was done on the 22nd September 1944, by sending to SHIKANE a cheque in the amount of \$1148.00, no reply having been received to our letter of the 14th August.

SOLD:

To The Director The Veterans' Land Act for \$2076.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS:

Released to the credit of Susukichi KODAMA, sale price \$2076.00 plus refund of insurance \$6.23, total \$2082.23, less amount owing on Agreement of Sale, \$1148.00, amount allowed for misrepresentation of area \$185.00, registration fee .75 cents, taxes \$26.20, Certificate of Encumbrance \$1.00, legal fee \$15.00, total \$1375.95. Net amount released \$706.28.

TITLE:

Included in C. of T. 171889-E and payment of consideration included in cheque to the Custodian dated April 28, 1944.

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

DATED February 28, 1946.

Ju

IN:ML

BC-394-P

BC/594-P

Page 1

S.S. Form No. 43

(Sheet 1)

Farm Appraisal Report

File No. JL 204

Land Description Lots 9 & 10, NW $\frac{1}{4}$ Sec. 28, Tp. 16, Map 5793, N.W.D.Containing Lot 9 - 9.75 acs.) Acres
Lot 10 - 9.75 acs.)Owner's Name SHIKAZE, YodaPost Office Address Abbotsford, B.C.Nearest Rail Point Abbotsford, B.C.Distance 2 $\frac{1}{2}$ milesMarket Town "Distance "Church (give denomination) All denominations, AbbotsfordDistance "Nearest School Abbotsford, (bus at gate)Distance "State how property was identified: Stake, road, map.

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

On good subsidiary road.Is this district a good one? FairEmployment opportunity Seasonal farm work, hop-picking. No industry.Predominating Nationality and religion: British, protestant.Describe Fencing and its condition: No fences.

Value \$

Water supply: None, but well easily available.

Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	X	No buildings of any kind.						
	X							
	X							
BARN	X							
	X							
BARN	X							
	X							
GRANARY	X							
	X							
	X							
	X							

No electric light available.

Total present day value \$

Total Value Buildings add to farm Nil.

\$

Is dwelling habitable without repairs?

If not what is your approximate estimate of cost to make it

habitable?

\$

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finishedAre buildings painted? Condition of paint

Distance from nearest bush

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
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 stones, drainage, etc. or amount of clearing timber,						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
Lot 9	9.75 ac. und.	6" 1m.	on sdy.	Bush & stumps	200.00	15.00
Lot 10	" " "	" " "	" " "	" " "	200.00	15.00
						146.25
						146.25
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 \$ 292.50

Total added by buildings to value of farm \$

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

Total value of farm \$ 292.50

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Not occupied or tilled

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

Not suitable till cleared, when suitable for mixed combined with other acreage

Noxious weeds:

Wild weeds only.

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

Matsqui. Lot 9- \$11.37
Lot 10- \$10.12

Date: June 4, 1942.
Place: Matsqui

I certify that the above report is based on a personal examination of the whole farm made on the 1st day of June, 1942

Inspector's Signature

"R.L. RANSAY"

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

Farm Appraisal Report

Remarks: Location of this place is very fair. It is very fair bush land for this area but the soil is on the light side.

There are no buildings nor improvements beyond a small amount of slash on Lot 9. This has been allowed to grow up again so with stumps still there is little if any better than bush. It certainly hasn't got the fire wood the old bush has.

In itself it is not suitable for agriculture till cleared but could possibly be combined with other acreage and a farmer might clear at his convenience making pasture and then plow land.

(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

	\$
NONE.	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Total \$

Amount fruit trees add to value of farm \$

Diagram of Property

Following careful review of this appraisal report, it is my opinion that the present value is \$ 200.00

Date 9th June, 19 42.

"I.T. BARNET"

District Superintendent.

August 29, 1947.

PERSONAL PROPERTY SUMMARY

Re: Mrs. Yeda SHIKAZE

Regn. No. 14461

Chattels:

In her "JP" Form of April 21/42, Mrs. Shikaze declared that chattels were registered in her husband's name.

Specified Articles:

None declared or disclosed on file.

Bonds:

The following were listed in "JP" Form of April 21/42:

1 \$500.00 Victory Loan Bond

4/80ths of 1 Unit, \$875.00, Major Oil Investments No. 9
(Class "a")

These did not come under control of Custodian.

Life Insurance:

\$1,000.00 with New York Life Insurance Company.

\$1,000.00 with Western Medical Benefit Association.

\$1,000.00 with Pacific Union Mutual Aid.

These were not brought under control of nor administered by the Custodian.

Accounts Receiv.

Due from S. KODANA \$950.00 from sale of property

Due from Y. SHIKAZE \$500.00 from sale of property

Due from S. MATSUMOTO \$350.00 from sale of property

On Sept. 25/44 the account of S. KODANA, amounting to \$956.80 Principal and \$191.20 - Total \$1,148.00 was charged to his account and credited to the account of Mrs. Yeda Shikaze with advice to her.

On Jan. 21/44 Y. SHIKAZE confirmed owing \$500.00 with interest from Dec. 20/41. On Feb. 28/44 he was advised that the amount claimed was \$540.69, and should he fail to acknowledge same it would be assumed that the claim was correct. No reply being received, on May 3/45 the balance of \$339.85 to his credit was transferred to the account of Mrs. Yeda Shikaze. No acknowledgment that she has accepted this as settlement in full of her claim of \$543.69, has been received.

On May 4/45, \$297.45 was transferred from the account of Shotaro MATSUMOTO to that of Yeda Shikaze in settlement of Agreement of Sale on property, and represents the net amount obtained of purchase price from Director of

File No. 5436.

CLAIMS DEPARTMENT

February 22nd, 1944.

(Mrs. Kayemon) Yoda SHIKAZE - Reg. No. 14461

CREDITORS:

NO CLAIMS ON FILE

/ME

File No. 5436

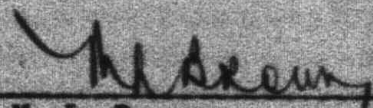
August 29, 1947.

FIRE INSURANCE SUMMARY

Re: Mrs. Yoda SHIKAZE
Regn. No. 14461

NONE DECLARED OR DISCLOSED ON FILE.

The above Summary is certified
to be in accordance with the
information on file:


M. L. Brown

MLB/JJW

File No. 5436

August 29, 1947.

LIABILITY SUMMARY

Re: Mrs. Yoda SHIKAZU
Exam. No. 14461

In her declaration of April 21/42, Mrs Shikazu
stated that she had no liabilities and there is no evidence to
the contrary on her file.

The above Summary is certified
to be in accordance with the
information on file:


M. L. Brown

MLB/JJW

Richardson

File 5420 - Benth's file

SUPPLEMENTARY NOTE:

Insured 12/12/32

KAYEMON Shikaze
No. 14462

Insurance on buildings.
Reed, Phipps and Davies Ltd.
815 W. Hastings St., Vancouver, B. C.

1. Root House (Concrete Chimney) Frame Shingle \$500.00
on Lot A.B.C. Section 21, Township 17, on N. Side of 7th
Street., Mission City, B. C. Policy #6251736. Due on
April 15, 1943.
2. Dwelling House on Lot A.B.C. of Section 21, Township 17,
on N. Side of 7th Street, Mission City, B. C. Policy No. 6251737.
\$300.00
3. Root House (Concrete Chimney) on Lot A.B.C. of Section 21,
Township 17, on N. Side of 7th Street, Mission City, B. C. \$500.00
Policy No. 6251739.
4. Service Station and Confectionery on 7th Street, at the corner
of 7th Street and Grand Ave., in the City of Mission, B. C.
\$500.00 Policy No. 6251738. Due April 15, 1943.

List of Personal Property belonging to
KAYEMON Shikaze
203 -7th St., Mission City, B. C.

Registration No. 14462.

- | | |
|---------------------------------|-------------------------------------|
| ✓ 4 Book Shelves | 88 Grape Posts |
| 10 Tables | 50 Rasp. Posts |
| 7 Beds | 3 Wrenches |
| School Books | 2 Spring Cultivator |
| 2 Sofa | 2 Thermometer |
| ✓ 1 Baby Chair | ✓ 1 Single Plough |
| 7 10 Chairs | 1 Shake Axe |
| ✓ 3 Large Chairs | ✓ 1 Hand Cultivatore |
| ✓ 1 Kitchen Stove | ✓ 1 Spike Cultivator |
| ✓ 1 Furnace Stove | 3 Hammers |
| Kitchen Utensils and Chinaware | 14 Hoes |
| #The above to be left in house | 2 Squares |
| 203 -7th Street, Mission, B.C. | 6 Saws (1 Handle) |
| #Key to be left with Custodian. | 1 Sheer Grasscutter |
| ----- | 1 Matic, 1 Peavey |
| 9 Stoves, 1 Pot, 2 Scale | 2 Snow Chain for truck |
| Farm Tools left on the farm. | 1 Garden Rake |
| 50 Straw Stands | 2 Spitters |
| 3 Berry Cutters | 2 Potato Hooks |
| 3 Wrenches | 7 Hayhooks |
| | 1 Hose 30' long |
| | 1 Plough Cultivator |
| | ✓ 1 Horse (2 Collars & 2 Harnesses) |
| | 1 Wedge Hammer, 3 Wedges |
| | 1 Spray Pump |
| | 6 Shovels, 7 Manure Hooks |
| | 300 berry wife |
| | 1 Dust Sprayer, 1 Water Sprayer |
| | 1 Large Water Pump |
| | 1 Jack Shoe Repair |

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY:

Date: **MAY 15 1942**

NAME: SHIKAZE, Kayemon.

REGISTRATION NO. 14462

ADDRESS: P.O Box 312 Mission, B.C. (207 Silverdale Road)

PROPERTY: Farm.

ACREAGE: 9.54 & 2.07

KIND OF CROPS: Raspberries, strawberries, brambles. grapes, boysen, Fruit trees.

APPROXIMATE ACREAGE OF EACH: Unable to estimate.

HOUSE: Frame

VACANT: Yes

OCCUPIED

DESCRIPTION 2 storey

ROOF: shingle

SIZE: 35 x 30 '

NO. OF ROOMS 9

CONDITION: Fair

OTHER BUILDINGS: Wood shed 10x15 (poor). She 20x25 (good). 2 Picker houses (Fair)
1 Picker house 18x30 (fair). Barn 20x24 (fair). 1 Picker house
18x30 (6 rooms fair). Garage 20x24 (Fair). 2 Root houses 20x40 & 15x60 (Fair).

NAME OF LESSEE OR RENTOR: W.A. Goodman, Hatzie Island, B.C.

TERMS: \$ 1200.00 For one years lease.

WATER:

ON: Yes

OFF:

LIGHT:

ON: Yes

OFF:

REMARKS: This house is occupied by a watchman at present.

INVENTORY OF CHATTELS LEFT ON PROPERTY

- 1 Baby carriage
- 5 Dressers
- 1 Desk
- 4 Cupboards
- 1 Bookcase & Books
- 3 Occasional chairs
- 1 Settee
- 5 Beds
- 1 Box Jap. Bowls (New)
- 1 Carton Jars
- 25 Cartons Affects
- 15 Boxes Affects
- Misc. Dishes & Utensils
- 4 Straw shitcases
- 3 Trunks
- 1 High chair
- 1 Heater
- 1 Table & 7 chairs.
- 1 Role top desk
- 1 wall clock
- 1 Range (Sawdust)
- 1 Cultivator.
- 1 Plow
- 1 Platform scale.
- 1 Bundle garden tools
- 4 Cross cut saws
- 1 Spring tooth cultivator
- 1 Horse

Signed: _____

[Signature]

REPORT
ON EVACUATED JAPANESE PROPERTY

File No. 5420

MUNICIPALITY: Mission.

Date: June 11, 1942.

NAME: SHIKAZE, Kayemon

REGISTRATION NO. 14462.

ADDRESS: Hatzic Island, Hatzic B.C.

PROPERTY: Hatzic Island, B.C. (J.M.)

ACREAGE: 10.

KIND OF CROPS:

Strawberries. Raspberries. Fruit Trees.

APPROXIMATE ACREAGE OF EACH:

2 $\frac{3}{4}$. 6. 1 $\frac{1}{2}$ doz.
Good. (All quarter crops) (Poor)
(Good next year)

HOUSE: None.

VACANT:

OCCUPIED

DESCRIPTION

ROOF:

SIZE:

NO. OF ROOMS

CONDITION: All buildings in generally poor condition.

OTHER BUILDINGS: Large Pickers bunkhouse, dining hall & cookhouse combined.

Medium size Pickers house & Packing shed combined, also

NAME OF LESSEE OR RENTOR: W.A. Goodman, Hatzic Island. (1 small Pickers house.

TERMS: \$1100.00 for crop each year for 2 years. Financed by Pacific Co-op. Un.
All cash.

WATER: Well.

ON:

OFF:

LIGHT: None.

ON:

OFF:

REMARKS:

INVENTORY OF CHATTELS LEFT ON PROPERTY

In large combination pickers house.

3 Cooking stoves. (poor condition)

In medium sized pickers house, packing shed.

Small cooking stove.

Large Platform scale. (out of order)

Signed:

J. Morrison
H. Logan

Kayemon Shikoze, P. O. Box 312, Mission, B. C.
Block 156, Pt. Sec. 21, Tp. 17, Pt. Lot 4,
Sp. 3 Map 995, Mission, B. C.
Balance of mortgage - \$2,000.00
Int. rate 7 $\frac{1}{2}$ % - Paid to Sept. 1/41

STATEMENT OF JAPANESE OWNED PROPERTIES FROM:-
THE CANADIAN PERMANENT TRUST COMPANY

British Columbia Branch, Vancouver, B. C.

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: MISSION.

Date: July 22, 1942.

NAME: SHIKAZE, Kayemon

REGISTRATION NO. 14462.

ADDRESS: 207 7th. St., Mission, B.C.

PROPERTY: Just west of the above address. (adjoining property)

ACREAGE: 2.07 All cleared.

KIND OF CROPS: Pears. Grapes. & Clover.

APPROXIMATE ACREAGE OF EACH: $\frac{2}{3}$. $\frac{2}{3}$. $\frac{1}{3}$.

HOUSE: None. VACANT: OCCUPIED

DESCRIPTION ROOF:

SIZE: NO. OF ROOMS

CONDITION:

OTHER BUILDINGS: None.

NAME OF LESSEE OR RENTOR: S.L. Dever, lives at above address.

TERMS: See report on the 9.54 acres owned by SHIKAZE, Kayemon.

WATER: None. ON: OFF:

LIGHT: ON: OFF:

REMARKS:

INVENTORY OF CHATTELS LEFT ON PROPERTY

None.

Signed:

J. Morgan
H. Logan

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: MISSION.

Date: July 29, 1942.

NAME: SHIKAZE, Kayemon

REGISTRATION NO. 14462.

ADDRESS: 207 Silverdale Rd. (often called 7th. St.) Mission, B.C.

PROPERTY: Lots 1-12. (at corner of 7th. St., & Grand Avenue) Mission, B.C.

ACREAGE: None given.

KIND OF CROPS: Boysen B. Straws.

APPROXIMATE ACREAGE OF EACH: $\frac{5}{8}$. $1\frac{1}{2}$.

HOUSE: 1 storey (living quarters & store combined & Standard Gas Station) VACANT: OCCUPIED Yes, by C.H. Wilson, who rents from S.L. Dever.
DESCRIPTION Frame. ROOF: Shingle, leaks badly.

SIZE: 22 x 44. (living quarters 22' x 26' (good) OF ROOMS 4 in living quarters.
(store " 18' x 18') 1 " store "

CONDITION: Good, except for roof.

OTHER BUILDINGS: Garage, built close to living quarters 22' x 30'. (good)
1 frame shack 16' x 20' (poor). 1 frame shack (shingled) 16' x 26' (fair)

NAME OF LESSEE OR RENTOR: S.L. Dever, who lives at 207 7th. St., Mission, B.C.

TERMS: See report on the 9.54 acres owned by SHIKAZE, Kayemon.

WATER: City main. ON: OFF:

LIGHT: Yes. ON: OFF:

REMARKS: C.W. Wilson rents store & living quarters only, from S.L. Dever, for the sum of \$12.50 per month, he has nothing to do with shacks or land, these are looked after by Dever. The previous rentor of the store, living quarters & garage, HATTORI, Francis Masao owns the 2 gasoline pumps on the property, to whom Wilson pays 1¢ for each gal. of gasoline he sells. This money has & will be sent to Custodian's Office. Mr. Wilson uses the air compressor, but nothing else, & will not be responsible for the balance of garage equipment belonging to HATTORI which has been listed on his JP.

INVENTORY OF CHATTELS LEFT ON PROPERTY

In shacks.
3 Heaters. (old)
Cook stove. (old)
Platform scale.

On above property but belonging to KAMIMURA, who owns mill at Steelhead, 1 large steel boiler, 14' long & 4½' in diameter.

Signed:

J. Morrison.

H. Logan

File No. _____

Date: July 28, 1942.

REGISTRATION NO. 14462.

PROPERTY:

Rasps. Bramble B. Fr. Trees. Rhubarb.

APPROXIMATE ACREAGE OF EACH: 11/8. 7/8. 1. mixed. scattered.

VACANT:

OCCUPIED Yes.

ROOF: Shingle.

NO. OF ROOMS 9.

CONDITION: Fair. (1 poor.

OTHER BUILDINGS: Sm. storage shed, woodshed lge. 2 pickers hses. 8' x 20' fair.
picker hse. (6 rooms) 22' x 36' fair. barn 20' x 24' & lean-to shed 14' x 18'.
garage 20' x 24' fair.

NAME OF LESSEE OR RENTOR: S.L. Dever. rhubarb hse. 14' x 54' poor.
" " 22' x 46' "

TERMS: \$1200.00 from April 1, 1942 until Feb. 1/43. " " 22' x 46' "
includes above property & 2.07 acres adjoining (upstairs, storage shed.)
WATER: City main. ON: OFF: on west side, also Lots 1-12
at corner of 7th. St. & Gran

LIGHT: Yes.

ON:

OFF:

REMARKS: In room looked upstairs it is impossible to make an accurate check of the aboves belongings without taking everything out of the room, as everything is piled up so that it is difficult even to get in. There are numerous boxes (cannot tell how many) which have not been mentioned below.

at corner of 7th. St. & Grand Ave.

In the house. (downstairs)

4 Cupboards.
✓ Kitchen range. (sawdu) High chair.
Table cabinet.
- 5 Kitchen chairs.
4 Linoleum rugs. N5.
3 Dining chairs.
✓ 1 " arm chair.
Dining table. Sold
Wall clock. N5
Lge. heater. Sold to Tennant
Couch. (old) N9
✓ Dresser.
✓ 2 Beds.
2 Tables. (sm.) N9.
✓ Roll top desk.
✓ Chiffaneer.
Wash stand. N5.

In the barn.

- Bucksaw.
- 3 Shovels.
- Horse & harness, Sold to tenant
- Spring tooth cultivator, Sold to tenant.
- Stone boat. N.G.
- 12 Hoes, some missing
- Sml. Sickle, N.G.
- 4 Potato hooks.
- Scythe, Sold to tenant
- 4 Straw. knives. Missing
- ✓ 3 Wedges.
- ✓ 4 Manure forks.
- ✓ 3 Hay forks.
- ✓ 4 Cross cut saws.
- ✓ 4 Mattocks.
- ✓ Peavey.
- Plow, Sold to tenant
- ✓ 2 Cultivators. (horse drawn).
- Hand cultivator.
- ✓ Duster.
- ✓ 1 pair of tongs.

In the house. (upstairs)
Dining room table. (knocked down)
Bureau.

✓ Bed.
✓ Linoleum rug. *MS*
✓ Trunk. (contains ol
✓ Trunk. (locked)

✓ Iron pulley & hook.

N.S. Couch. In locked room upstairs.
✓ Dressing
✓ Dresser.

- ✓ Electric plate.
- ✓ 5gal. Stone crock.
- ✓ 3al. Shrine.
- ✓ " Cabinet.

- ✓ Dressing table.
- ✓ Dresser.
- ✓ Box of dishes.^M
- ✓ Ctn. (unknown)
- ✓ Baby buggy.
- ✓ Card Table.

Shoe jack. Hand sprayer. 1 Axe.
Grass seeder. 3 Straws. knives.
2 pruners. 3 sm. hand pruners. No
sarp. square. Free. Shovel. MISSING
Signed: *[Signature]*

Box. (contents unknown)
2 Easy chairs.

✓ Suitcase. (contents unknown)
✓ Straw suitcase. in Kitchen chair

3gal. stone crock, Kitchen utensils & dishes. Settee.

Signed: J. Maryson
J. H. Rogers
(contents unknown)
ed. 1 Kitchen chair, Bookcase. (con. book

(cont)

List of chattels owned by SHIKAZE, Kayamon
207 Silverdale Rd., Mission, B.C.

In Hubarb house.
Spring tooth cultivator.

3 Beaters. (old)

Galvanized tub. (lge.)

Suction pump. (hand)

Quantity of used raspberry wire.

In House upstairs. (closet)

2 Pressure cookers.

Numerous boxes & ctns. (contents unknown)

In Pickers house.

Bed. (old)

Cook stove. (old)

Mattock.

2 Bales. shingles.

The following chattels were found in a locked room in a pickers hse., with the name of K.I. Shikaze on the door, who, Mr. Devers thinks is a brother of the above, but could not be sure.

✓ Suitcase. (containing clothes)

✓ Suitcase. (sm.)

✓ Trunk. (containing clothes)

✓ Logal. stone crock.

Hand saw. *MISSING*

✓ Quantity of kitchen utensils.

✓ Ctn. (odd books)

✓ 3 Boxes of old books.

✓ Box. of dishes.

✓ Box. of books & dishes.

✓ 2 Coat stands with 2 coats.

✓ Tool box. (misc. articles)

✓ Table. (sm., homemade)

✓ Leather hand case. (good)

✓ Brief case.

✓ Lantern.

✓ Bed.

✓ Bed clothes. X N.G.

*These do belong to
K. I. Shikaze*

*All clothing and Bedding
were useless as mice had
played havoc with them
Signed J. J. Ferguson*

*Personal Effects
Taken to Storage
1 Carton
1 Box wooden
1 Trunk
1 Lg. Suit Case.
J. Mayton.
H. J. Hogan*

This Agreement, duplicate made in ~~1937~~ this Thirteenth day of February in the year of Our Lord one thousand nine hundred and forty Thirty-seven BETWEEN

YEDA SHIKAZE, married woman, of Mission City,
British Columbia

Name,
Address, and
Occupation
of Parties

AND hereinafter called the "Vendor" of the one part

SUYSKICHI KODAMA, Farmer, of the above named place

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 District of New Westminster and the Province of British Columbia, and more particularly known and described as Lot Eleven (11) of the Subdivision of North West quarter, Section Twenty-eight (28) Township Sixteen (16) E. C. M. Map Numbered 5793.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of One thousand five hundred and fifty (\$1550.00).....Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Two hundred and fifty (\$250.00).....Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

One Hundred and Fifty Dollars (\$150.00) on the 1st day of September, 1937.
Three Hundred Dollars (\$300.00) on the first day of September, 1938.
Four Hundred Dollars (\$400.00) on the first day of September, 1939.
Four Hundred and Fifty Dollars (\$450.00) on the first day of September, 1940.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Eight (8%)..... per cent. per annum, payable

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 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:

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
BY THE VENDOR
in the Presence of:

Signature of Witness "John A. Catherwood"
Street Address Mission City,
City Mission City, B. C.
Occupation Notary

"Yeda SHIKAZE"

"Suyskichi KODAMA"

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER
in the Presence of:

Signature of Witness
Street Address
City
Occupation

FOR ATTORNEY

I Herby Certify that, on the thirteenth day of February....., 1937, at
Mission City, in the Province of British Columbia,
(whose identity
who is)

has been proved by the evidence on oath of YEDA SHIKAZE
personally known to me, appeared before me and acknowledged to me that she 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 knows the contents of said
instrument, and subscribed the name of the said thereto voluntarily
as the free act and deed of the said under authority of a power of
attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Mission City, in the Province of
British Columbia, this 13th day of February
in the year of our Lord one thousand nine hundred and forty-three
seven

"John A. Catherwood"

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
in the Province of British Columbia,
of

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
and that he is the person
of the said
who subscribed his name to the annexed instrument as 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 in the Province of
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.

PROVINCE OF BRITISH COLUMBIA
To Wit:

TO WHOM IT MAY CONCERN:

1

of

make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at
3. I know the said part, and that
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at
in the Province of British Columbia, this

161

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

Agreement FOR SALE OF LAND

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C.
Form No. 37

Lot 11, Subdiv.
NW¹ of Sec. 28,
Twp. 16, E.C.M.
Map 5793.

Dated 13th February 1947

YEDA SHIKAZE

AND

SUYSKICHI KODAMA

FOR MAKER (INCLUDING MARRIED WOMEN)

3 Herbyg Werth, that, on the thirteenth day of February, 1937, at

MISSION City
YEDA SHIKAZE

oath of before me and acknowledged to me that she is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that she knows the contents thereof, and that she executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at Mission City in the Province of British Columbia, this 13th day of February in the year of our Lord one thousand nine hundred and forty-

"John A. Catherinewood"
thirty seven.

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

[illegible]

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

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO. 5436

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

~~Dec. 23, 1942.~~

EVACUATION SECTION	
Rec'd	MAR 29 1943
File No.	5436
Ans.	DD.
Referred	McArthur

Mrs. Kayemon (Eda) SHIKAZE, #14461,
c/o W. Dalgleish,
Picture Butte, Alberta.

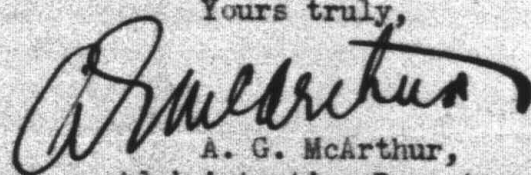
Dear Madam:

Re: Lots 3,4,5,9,10, and 11 of N.W. $\frac{1}{4}$
Sec. 28, T. 16, Map 5793, D.N.W.

If you are the owner of this property
please go before a Notary Public or Justice of the
Peace and take the enclosed declaration and return
it to us.

If you are not the owner, kindly let us
know.

Yours truly,



A. G. McArthur,
Administration Department.

DD:AS.
encl.1.

*This letter returned
with Declaration.*

Canada

Province of *Alberta*

To wit;

In the matter of

..Lots 2, 4, 5, 9, 10 and 11 of N.W. 1/4.....

Sec. 28, T. 16, Map 5793, D.N.W.

.....
(description of lands as in title)

I, (Mrs. Kayemon) EDA SHIKAZE.....presently residing
at.....Picture Butte, Alberta.....formerly residing
Mission, B. C.....a person of Japanese race registered
with the Royal Canadian Mounted Police under number.....14461.....solemnly
declare

1. That I am the person described as.....Yeda SHIKAZE
.....(name as spelled on title) 117050 E
.....On Certificate of Title number.....
or on tax statement of the Municipal Corporation of.....Matsqui
.....representing the lands above described.

And I make this solemn declaration conscientiously believing it to be true
and knowing it to be 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 Feb....A.D. 1943.)

Mrs. Kayemon
Eda Shikaze

A Notary Public in and for the Province of

Alberta

5436
6624
5184
4619

February 16, 1944.

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

Attention Mr. A. G. Duncan Crux.

Dear Sir:

Re: Yeda or Eda (Mrs. Kayemon) SHIKAZE,
Shotaro MATSUMOTO, Yoshio SHIKAZE and
Suekichi KODAMA. Property Lots 3, 4,
5, 9, 10 and 11 of NW $\frac{1}{4}$ of Sec. 28, Twp.
16. Map 5793. Municipality of Matsqui.

We enclose herewith Certificate of Encumbrance No. 50672 covering the above described property and showing the registered owner as Yeda SHIKAZE, Evacuee, Registration No. 14461.

Lot 3 was sold to Shotaro MATSUMOTO, Evacuee, Registration No. 12932, by Yeda SHIKAZE. Agreement For Sale not registered.

Lots 4 and 5 were sold to Yoshio SHIKAZE, Evacuee, Registration No. 13796, by Yeda SHIKAZE. Agreement For Sale registered.

Lot 11 was sold to Suekichi KODAMA, Evacuee, Registration No. 10618, by Yeda SHIKAZE. Agreement For Sale not registered.

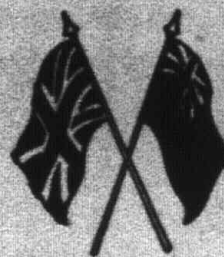
Lots 9 and 10 are therefore left in the ownership of the registered owner, Yeda SHIKAZE.

The offer of the Director of the Veterans' Land Act covers these properties under the respective Japanese names.

Yours truly,

R. D. Richardson,
Farm Department.

RDR/EG
Enc.



EVACUATION SECTION	
Rec'd	FEB 25 1944
File No.	5436
Ans.	
Referred	Macpherson

Picture Butte Alta.,
Feb. 21, 1944.

Dept. of Sec. of State,
Office of the Custodian,
VANCOUVER, B.C.

Dear Sir:

I am enclosing in this letter a agreement for sale of land from I (Yeda Shikaze Reg. No. 14461) to Mr. Suyskiehi Kodama. Total amount he owes on the land at Feb. 18, 1444 is \$1109.93 (one thousand one hundred nine dollars and ninety-three cents).

I looked everywhere for Mr. Shotaro Matsumoto's agreement but at present I cannot locate it so I am making a total amount he owe up to Dec. 1943 is \$420.57 (four hundred twenty dollara and fifty seven cents).

Your very truly,

Yeda Shikaze

Reg. No. 14461

Files No. 5436 & 4619

February 28th, 1944.

Registered Mail

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

Attention Ian Macpherson

Dear Sir:

RE: Lot 11 of N.W. $\frac{1}{4}$ of Sec. 28, Tp. 16,
Map 5793, Municipality of Matsqui,
New Westminster District.

I, the Vendor in an Agreement for Sale dated 13th February, 1937, covering the above described property given to Suyekichi KODAMA, certify that on the 29th day of February, 1944, there will be owing to me in respect to said Agreement, the sums below stated:

Unpaid balance of Purchase Price \$ 956.80

Interest on \$ 956.80 @ 8%
from 18th March 1942
to 29th February, 1944. \$ 153.13

Total amount owing on Agreement \$ 1109.93

If you have paid any taxes or insurance to protect your interest in this property please add the amount to the above total, giving each payment separately.

Yeda Shikaze.

Dated: March 6, 1944.

Files No. 5436 & 6624

February 28th, 1944.

Registered Mail

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

EXHIBIT No. 748-6
DATE October 4/48
FILED BY G. R. O. Rice

Attention Ian Macpherson

Dear Sir:

RE: Lot 3 of N.W. $\frac{1}{4}$ of Sec. 28, Tp. 16,
Map 5793, Municipality of Matsqui,
New Westminster District.

I, the Vendor in an Agreement for Sale dated September 1935, covering the above described property given to Shotaro MATSUMOTO, certify that on the 29th day of February, 1944, there will be owing to me in respect to said Agreement, the sums below stated:

Unpaid balance of Purchase Price \$ 364.85

Interest on \$ 364.85 @ 8%
from 1st May 1942
to 29th February, 1944. \$ 55.72

Total amount owing on Agreement \$ 420.57

If you have paid any taxes or insurance to protect your interest in this property please add the amount to the above total, giving each payment separately.

Yeda Shikaze Reg. No. 14761
Dated: March 6, 1944

File Nos. 5436 & 5184

February 28th, 1944.

Registered Mail

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

Attention Ian Macpherson

Dear Sir:

RE: Lots 4 and 5 of N.W. $\frac{1}{4}$ of Sec. 28,
Tp. 16, Map 5793, Municipality of
Matsqui, New Westminster District.

EVACUATION SECTION	
Rec'd	MAR 11 1944
File No.	5436, 5184
Ans.	
Referred	McPherson

5436 - and to you

EXHIBIT NO. 7-48-7

DATE October 4/48

FILLED BY G. A. Rice

I, the Vendor in an Agreement for Sale dated 20th December, 1941, covering the above described property given to Yoshio SHIKAZE, certify that on the 29th day of February, 1944, there will be owing to me in respect to said Agreement, the sums below stated:

Unpaid balance of Purchase Price \$460

Interest on \$460
from ~~March 1941~~ 1941
to 29th February, 1944.

\$ 83.69

Total amount owing on Agreement

\$543.69

If you have paid any taxes or insurance to protect your interest in this property please add the amount to the above total, giving each payment separately.

Yeda. Shikaze. Reg. No. 14461

Dated: March 6. 1944

5436, 5184,
4619, 6624.

February 28th, 1944.

Registered Mail

Mrs. Yeda SHIKAZE,
Registration No. 14461,
c/o W. Dalgleish,
Picture Butte, Alta.

Dear Madam:

RE: Lots 3, 4, 5 & 11, N.W. $\frac{1}{4}$, Sec. 28,
Township 16, Map 5793, Municipality
of Matsqui, N.W.D.

The above described properties along with Lots 9 and 10, are being sold by the Custodian, and we shall require a statement of the amount of principal together with interest to the 29th February, 1944, owing to you by Messrs. Yoshio SHIKAZE, Syuekichi KODAMA and Shotaro MATSUMOTO, purchasers of one or more parcels from you. We have your statement sent us on February 21st, to the effect that the amount owing from Mr. KODAMA is \$1109.93, and from Mr. MATSUMOTO, \$420. 57, but as this statement does not show the balance of Purchase Price and interest separately, we require details for accounting purposes. Forms covering these three sales in duplicate are enclosed, which we would ask you to kindly fill in the blanks and return to us at your earliest convenience, retaining one copy of each for your own record.

We wish to thank you for sending us your copy of the agreement made between yourself and Mr. KODAMA, with your letter of the 21st, and herewith return it.

Yours truly,

Ian Macpherson
Title Examiner

IM:ML

Encls.

5436, 5184,
4619, 6624.

June 26th, 1944.

Mr. H.L. Brown,
Office Manager,
B. C. Security Commission,
360 Homer Street,
Vancouver, B. C.

Dear Sirs

RE: Lots 3, 4, 5 & 11, H.W. 1/2 Sec. 26,
Township 16, Map 5773, Municipality
of Matsqui - Eda SHIKAZE, (Wife of
Kazuo SHIKAZE) Reg. No. 14461.

May we request your assistance in procuring two documents and three statements from Eda (Mrs. Kazuo) SHIKAZE, whose present address is given on your files as c/o E. Dalgleish, Picture Butte, Alberta. Over a considerable period of time, we have been endeavouring to procure these documents from Mrs. SHIKAZE without success. These properties have been sold, and it is necessary for us to know the parties interested, and also before any distribution of the proceeds of the sale can be made, to know the amount due each party interested. We are now prepared to close these matters, and make distribution of the funds, and if your agent in that locality can procure these documents and information, and if you will forward them to this office, we shall be very greatly obliged.

Mrs. SHIKAZE is the registered owner of these Lots 3, 4, 5 and 11, which she has sold to three different parties. Lot 3 was sold by Eda SHIKAZE to Shotaro MATSUMOTO, Reg. No. 14461, and we require the original Agreement of Sale which will be returned to her after we have made a copy thereof. We are also sending a statement in duplicate of the amount due her on this contract, to be filled in by her and signed. One signed copy to be returned to this office, and the other may be retained by her.

Lots 4 and 5 were sold by Mrs. Eda SHIKAZE to Yoshio SHIKAZE, Reg. No. 13796, and we require the original Agreement of Sale which will be returned to her after we have made a copy thereof. We are also sending a statement in duplicate of the amount due her on this contract, to be filled in by her and signed. One signed copy to be returned to this office, and the other may be retained by her.

Lot 11 was sold by Ede SHIRAZI to Suenichi KODAMA,
Reg. No. 10618, and we have a copy of this Agreement of Sale
but we require in connection with this parcel, a statement of
the amount owing, if any.

These documents and information are requested under
authority of "The Revised Regulations Respecting Trading With
The Enemy (1943)".

Yours truly,

Ian Macpherson
Title Examiner

Encl.
Encls.

R.P.4

J.L. No. 204

Canada

MAY 29 1945

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

File No. 5436
Reg. No. 14461

506 Royal Bank Building,
Vancouver, B. C.

Mrs. Yeda SHIKAZE,
c/o W. Dalglish,
Picture Butte, Alta.

Dear Sir:

Re: Municipality of Matsqui - Lots 9 and 10 of the North
West Quarter of Section 28, Township 16, Map 5793, District of New
Westminster. C. of E. 50672.

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	- - - - -	\$ 287.00
Add:		
Unexpired insurance premium as at January 1st, 1943	- - - - -	287.00
Less:		
Tax arrears to December 31st, 1942	- - - - - \$ 24.64	
Registration fee	- - - - - .75	25.39
Encumbrance—Principal	- - - - -	
—Interest	- - - - -	
Net proceeds of sale	- - - - -	261.61

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.

9

STATE OF ILLINOIS
DEPARTMENT OF REVENUE
OFFICE OF THE COMPTROLLER

		<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943				
Jan. 1	Cr. re Sale of Property		261.61	
7	Legal Fees	15.00		
	Land Registry Office			
	Certificate of Encumbrance	1.00		
	From Suyekichi KODAMA			
	Principal Under Agreement of Sale		956.80	
	Interest under Agreement of Sale		191.20	
	Payment on Agreement of Sale			
	Yoshio SHIKAZE		339.85	
	Payment on Agreement of Sale			
	Shotaro MATSUMOTO		<u>297.45</u>	
		<u>16.00</u>	<u>2,046.91</u>	<u>2,030.91 Cr.</u>

Box 55.

Picture Butte, Alta.

RECEIVED	SECTION 947
Rec'd	JAN 27 1947
File No.	3496
Ans.	
Ref.	Anderson

Dept. of Sec. of State
Office of the Custodian
Vancouver, B.C.

Dear sir:

I. Yeda Shikaze like to withdraw
the account of Mr. S. Kodama
formerly of Clayburn B.C.
Please send his amount
soon as possible.

Yours very truly,

I. Yeda Shikaze.

Reg. no. 14461.

Box 55

Picture Butte, Alta.

Feb. 4th 1947.

Dept. of Sec. of State.
Office of the Custodian
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	FEB 14 1947
File No.	5436
Ans.	Crossed in mail
Referred	Anderson

Dear Sir:

I wrote a letter couple of weeks ago about the agreement of Sale I made with Mr. S. Kadama, formerly of Clayburn B.C.

Please send the proceed of above account as soon as possible because I'm in the shape of needing it so check as soon as possible.

Please attend to this matter and waiting for reply.

Yours very truly,

Yeda Shikaze.
14461

Sent cheque
for 956.80
with ltr Feb 11/47.

5436

September 11, 1947.

REGISTERED

Mrs. Yeda Shikase,
Regn. No. 14461,
P. O. Box 55,
Picture Butte, Alberta.

Dear Madam:

We enclose herewith cheque in your favour
for \$1,074.11, representing your credit balance resulting
from the sale of your property.

A detailed statement of your account was
forwarded you in our letter of June 6, 1947.

Please acknowledge receipt.

Yours truly,



M. L. Brown

OFFICE OF THE CUSTODIAN

MLB/JJW
Enc. 1

VIRTUE & RUSSELL

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C. & C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.

31st December, 1947

PLEASE REFER TO FILE NO. 3212

EVACUATION SECTION	
Rec'd	JAN 2 1948
File No.	5436
Ans.	
Referred	<i>Johnston</i>

OFFICE OF THE CUSTODIAN,
DEPARTMENT OF THE SECRETARY OF STATE,
Japanese Evacuation Section,
506 Royal Bank Building,
VANCOUVER, B.C.

Dear Sirs: RE: MRS. YEDA SHIKAZE # 14461
Your Ref. 5436

Among other property owned by Mrs. Shikaze, and taken over by the Custodian were several Agreements for Sale covering parcels of property in Mission City, B.C., and consisting of all or parts of Lots 3 to 11, both inclusive, Subdivision of N.W. $\frac{1}{4}$ of Section 28, Township 16, Map 5793.

We do not say that there were Agreements for Sale covering all of the above property, but it is difficult for us to ascertain just what properties were sold, and doubtless you will have full particulars.

Now it appears that you collected certain moneys from time to time with respect to these various Agreements.

Would you be kind enough to furnish us with an exact statement respecting each of the Agreements, showing in each case:-

- (a) The amount collected by you,
- (b) The dates when the moneys were received;
- (c) The manner in which the payment was calculated, i.e. Principal, Interest, Rate of Interest, and date to which Interest was calculated.

It is necessary that we have this information fully and exactly so that Mrs. Shikaze may know exactly where she stands with respect to these various Agreements, and the amount which she must claim from the Government.

OFFICE OF THE CUSTODIAN,
Japanese Evacuation Section,
Vancouver, B.C.

#2

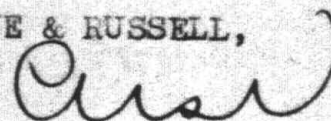
Re: Mrs. Yeda Shikaze #14461

Thanking you, we are,

Yours truly,

VIRTUE & RUSSELL,

Per

A handwritten signature in cursive script, likely belonging to a representative of Virtue & Russell.

V/L

5184
5436
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6624

January 5, 1948.

Your File No. 3212

Messrs. Virtue & Russell,
Barristers and Solicitors,
McFarland Building,
Lethbridge, ALBERTA.

Dear Sirs:

Re: Lots 3, 4, 5, 9, 10 and 11 of the North
West quarter of Section 28, Township 16,
Map 5793, Municipality of Matsqui in the
District of New Westminster.

We are in receipt of your letter of the 31st ultimo and in reply would advise you that we have taken the following information from our records:

On April 21, 1942, Mrs. Yeda SHIKAZE advised us that she had the following monies owing to her:

Lot 3 - \$350.00 by Shotaro MATSUMOTO
Lots 4 and 5 - \$500.00 by Yoshio SHIKAZE
Lot 11 - \$950.00 by Suekichi KODAMA

Re: Lot 3.

On February 21, 1944, Mrs. Yeda Shikaze advised us that Mr. Matsumoto owed her \$420.57 at December 1943.

Lot 3 was sold by us for \$334.00 and after expenses had been paid, including tax arrears amounting to \$19.80, the net credit of \$297.45 was transferred from Mr. Matsumoto's account to the account of Mrs. Yeda Shikaze on May 4, 1945. In view of the fact that the amount realized from the sale was not sufficient to liquidate even the principal amount owing under Agreement for Sale, it was not necessary to calculate any interest.

Re: Lots 4 and 5.

Balance of principal owing at December 20, 1941, was \$500.00 and interest to January 21, 1944, amounted to \$43.69, making a total of \$543.69 at the last-mentioned date.

This property was sold for \$382.00 and expenses, including taxes amounting to \$25.40, left a net credit available of \$339.85. The last-mentioned amount was transferred on May 4, 1945, from Mr. Yoshio Shikaze's account to the account of Mrs. Yeda Shikaze. In view of the fact that the amount realized from the sale was not sufficient to liquidate even the principal amount owing under Agreement for Sale, it was not necessary to calculate any interest.

P.T.O.

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(2)

January 5, 1948.

Re: Lot 11.

Balance owing under Agreement for Sale \$956.80, together with interest at 8% on this amount from March 18, 1942, to September 18, 1944, \$191.20, made a total of \$1,148.00 owing to Mrs. Yeda Shikaze. The last-mentioned amount was transferred from the account of Susukichi Kodama to the account of Yeda Shikaze on September 25, 1944.

Lot 11 was sold for \$2,076.00, which enabled us to credit Mrs. Shikaze's account with the full amount owing under the Agreement for Sale at September 18, 1944.

Re: Lots 9 and 10.

Lots 9 and 10 were sold for \$287.00 at January 1, 1943, and this sum less \$40.79 was credited to the account of Mrs. Shikaze. Lots 9 and 10 were registered in Mrs. Shikaze's name and no Agreement for Sale was involved in this instance.

The reference in your letter is to Lots 3 to 11 but as far as we are aware Lots 6, 7 and 8 were in no way connected with Mrs. Shikaze.

We trust the above information meet your requirements.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN

WJJ/HMS

CASE NO. 748.

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION.

B E F O R E

(HIS HONOUR JUDGE L. H. STACK, SUB-COMMISSIONER).

10

Lethbridge, Alberta,

October 4th, 1948.

IN THE MATTER OF THE CLAIM OF
YEDA SHIKAZE.

PROCEEDINGS AT HEARING.

20

APPEARANCES:

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

A.G. VIRTUE, Esq., K.C., appearing for the
Claimant.

MISS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

Y. Shikase,
In Chief.

THE SECRETARY: Case No. 748, Yeda Shikase.

YEDA SHIKAZE, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

- Q Mrs. Shikase, do you remember this form called
a summary of evidence? A: Yes.
- Q It has a description of your land near Abbotsford?
A Yes.
- 10 Q And the clearing and improvements and all on your
land? A: Yes.
- Q There were no buildings? A: No.
- Q And then you had sold part of your land to different
people? A: Yes.
- Q And you have a claim for that money that the Custodian
should have collected? A: Yes.
- Q Now, this land of yours was about 20 acres near
Abbotsford? A: Yes.
- 20 Q Abbotsford is quite a large busy town in the
Fraser Valley, is it not?
A Yes.
- Q How far was this land from Abbotsford?
A About four miles.
- Q You bought this land in 1931, did you?
A Yes.
- Q It was just bushland, no buildings, no clearing?
A Yes.
- Q Now, you originally bought 160 acres and then
I believe you sold 140 acres?
30 A Yes.

Y. Shikase,
In Chief.

Q Do you remember what you paid for the whole thing, the whole 160 acres?

A I think it was \$1500.00.

Q And then you sold 140 acres of that. Do you remember what you got for the 140 acres?

A It wasn't sold in one parcel; I sold it in small pieces.

Q Oh, yes, I see. But, anyway, you are only claiming for the unimproved land of 20 acres that you had left, and you are only claiming \$188.00? That is for the bushland you are only claiming \$188.00?

A Yes.

Q The 20 acres that you kept, you are only saying that it cost you \$188.00? A: Yes.

Q Now, you cleared three or four acres of that land, did you? A: Yes.

Q And you put that down at \$300.00. It was only partly cleared? A: Yes.

Q And then you paid for surveying, \$200.00?

A Yes.

Q And then you say that the land, that 20 acres of land near Abbotsford, when you left was worth \$1000.00? A: Yes.

Q Was that a fair value, \$1000.00, at the time you left? A: Yes.

Q That district around Abbotsford had settled up very thickly? A great many people had moved in, is that correct? A: Yes.

Q Now, the Custodian sold that land for \$287.00; what do you think about that price?

4
Y. Shikase,
In Chief.

A I think it is very cheap.

10 MR. VIRTUE: I am not going to go into the question and the details of these agreements for sale because I think that is apparently a matter of argument. I don't think there is any dispute about the facts, and the other is just a question of argument, so that I am not going to go into that. What it amounts to, I think, is this, that the Custodian, when she left, took over these agreements for sale covering the land that she had sold, and then she claims that he did not collect the full amount from the purchasers, and has filed a claim for it, but, as I say, that is just purely a matter of legal argument.

THE SUB-COMMISSIONER: What you are saying is that the 20 acres remaining are subdivided then?

20 MR. VIRTUE: Not the 20 acres, no. She started with 160 acres, and apparently she subdivided the acreage, but, at any rate, she sold off a number of parcels, which only left her with 20 acres remaining. Now, for those parcels that she sold, there were three agreements for sale, I don't know, there may have been others, but at any rate there were three left when she was evacuated, and she left those three agreements for sale with the Custodian, and her claim now is with regard to those agreements for sale, that the Custodian did not collect the full amount which he should have done.

30 THE SUB-COMMISSIONER: Oh, I see. There are two claims.

Y. Shikase,
Discussion.

She is claiming for the 20 acres, which the Custodian sold too cheaply she claims.

10 MR. VIRTUE: Yes. That is one claim. My learned friend will doubtless go on with that, but that is a question whether her claim is correct or the Custodian's. And there is a second branch of the claim which you will find at the back in respect to the agreements for sale, which she left with the Custodian, and, as I say, I can't see much advantage in examining her about it because it is apparently a question of accounting and argument.

THE SUB-COMMISSIONER: I understand. Now, in regard to your claim for \$200.00 for surveying, what do you suggest in regard to that? Does that add anything to the value of the property?

20 MR. VIRTUE: Well, I take it that will be a matter of argument. My submission will be that by subdividing it she made the remaining property, which she claims, more valuable, and instead of being farm property it was available for re-sale as a small parcel, but that is just a matter of argument.

I think I should put in, and will now, although I have no doubt the Custodian has them already, first, an agreement for sale dated the 13th of February, 1937, from the claimant to a man named Kadoma, and the agreement for sale...

MR. RICE: ...What lot does that agreement cover, please?

30 MR. VIRTUE: Lot 11.

Y. Shikase,
Discussion.

MR. RICE: I thought you were dropping that.

MR. VIRTUE: We are not making a claim with respect to that so I won't clutter up the record. I will put in the agreement for sale from this claimant to Yoshio Shikase, dated the 20th of December, 1941, Lots 4 and 5, for a total of \$640.00.

(AGREEMENT MARKED EXHIBIT NO. 2)

10 MR. VIRTUE: I think the Custodian has the other agreement. We haven't got it, anyway.

MR. RICE: I don't think I have any agreements. I have a memorandum regarding them, but I don't think I have it on file.

MR. VIRTUE: That is all.

20 MR. RICE: I am submitting, your Honour, that the real estate, that is, Lots 9 and 10 of this subdivision, was sold for its fair market value. I am submitting that the other part of the claim for collecting the balance owing under agreements for sale is not within the terms of reference, and the Custodian is not responsible for collecting the same, other than any moneys that have been paid to him, which have all been accounted for.

I wish to tender as an exhibit a farm appraisal report respecting Lots 9 and 10.

(APPRAISAL REPORT MARKED EXHIBIT NO. 3).

MR. RICE: I submit summaries respecting the real estate, that is, Lots 9 and 10, Lots 4 and 5, and Lot 3. There are four summaries there.

(SUMMARIES MARKED EXHIBIT NO. 4).

Y. Shikase,
Cross Exam.

MR. RICE: I submit as an exhibit an assessment notice from the District of Matsqui for the year 1943 respecting Lots 9 and 10, showing the land assessed at \$488.00 and the improvements \$400.00.
(ASSESSMENT MARKED EXHIBIT NO. 5).

CROSS EXAMINATION BY MR. RICE:

10 Q I show you a statement respecting Lot 3, apparently a letter you addressed to the Custodian under date of February 28th, 1944 (indicating); does that letter bear your signature?

A Yes, I remember.

Q You remember that? A: Yes.

Q This letter says that the unpaid balance owing on the purchase price of Lot 3 is \$364.85, and the interest to the 29th of February, 1944, \$55.72, making a total of \$420.57?

A Yes.

MR. RICE: I will tender that as an exhibit.

20 (LETTER MARKED EXHIBIT NO. 6).

MR. RICE: Q: I show you another letter addressed by you to the Custodian of the same date, February 28th, 1944, respecting Lots 4 and 5; is that your signature to that letter?

A Yes, I remember.

MR. RICE: This letter states or sets forth the unpaid balance owing on Lots 4 and 5 to be \$460.00, and the interest computed to the 29th of February, 1944, \$83.69, total \$543.69.

30 (LETTER MARKED EXHIBIT NO. 7).

8
Y. Shikase,
Cross Exam.

MR. RICE: Q: You originally owned 160 acres?

A Yes.

Q And then did you subdivide the whole 160 before
you sold any? A: Yes.

Q And that is what you paid the \$200.00 for was to
subdivide the whole 160 acres?

A Yes.

Q Why do you charge the whole of that expense
against Lots 9 and 10 to boost the value on them?

10 A Lots 9 and 10 were the farthest inward lots and in
order to get to them we had to build a road.

Q You built a road, did you? A: Yes, when the
place was subdivided.

Q Did the other lots have the benefit of that road?

A Yes.

Q How much did you pay for that 160 acres of land?

A I believe it was \$1500.00. It is sometime ago,
so that I don't accurately remember.

Q And how long after you purchased it before you
subdivided it? A: I am not certain,
but it may have been three or four years.

Q And were the lots subdivided into ten acre lots?

A They were cut into ten acre and twenty acre lots.

Q Into ten acre and twenty acre lots, were they?

A Yes.

Q Well, do you know how many lots the subdivision
was made into after the survey?

A Twelve lots in all.

Q Twelve lots in all? A: Yes.

30 Q Well, then, most of them would be ten acre lots,

Y. Shikase,
Cross Exam.

I take it, or do you know how many ten acre lots there were and how many twenty acre lots?

A There were four twenty acre lots and the rest were ten acre lots.

Q Well, that would be eight ten acre lots?

A Yes.

Q And how much did you sell the ten acre lots for?

A The lots out in the front, the front lots, the better lots and the corner lots, I sold for \$400.00.

10 Q That would be the ten acre lot?

A Yes.

Q One ten acre lot for \$400.00, and the others?

A And the less accessible ones I sold for \$300.00, and the 20 acre lots for \$700.00 each.

Q Well, then, by subdividing this property and selling the lots as you did you made a good sale of your investment?

THE SUB-COMMISSIONER: You had better bring her down to the question.

20 A Well, I didn't make any loss on it.

MR. VIRTUE: What was the answer?

A I didn't make a loss on the deal.

MR. RICE: Q: No. As a matter of fact you made about \$2500.00 profit or better, did you not, is that right? You made over \$2500.00 by subdividing the property and selling it?

THE SUB-COMMISSIONER: Oh, get her to answer the question.

A Well, I had to pay quite a lot of money out building the roads and expenses like that.

MR. RICE: Q: Well, you could afford to with that profit.

Y. Shikase,
Cross Exam.
Re Direct.

could you not? The point I am getting at is, Why do you charge up \$200.00 for surveying the lots, Lots 9 and 10, if that is all it cost you for the whole works? A: Well, that was the amount I had to pay the inspector.

Q All right.

MR. VIRTUE: I just want to ask a question to clear something up in my mind.

RE DIRECT EXAMINATION BY MR. VIRTUE:

Q Do you remember that you sold a lot to Kadoma?

A Yes.

Q In 1937?

A: Yes.

Q That was Lot 11?

A: Yes.

Q How many acres was that?

A: 20 acres.

Q 20 acres?

A: Yes.

Q And you sold that to Kadoma for \$1550.00? Just answer the question?

A: That included

the price of the house.

Q Oh, I see.

A: And the clearing

and everything.

Q Well, that is something else; nothing turns on it. All right, thank you.

THE SUB-COMMISSIONER: Is that all, Mr. Virtue?

MR. VIRTUE: I just want to call attention, sir, to some points in the farm appraisal report filed by my learned friend. The nearest rail point and market town, Abbotsford, a distance of two and a half miles. "Roads: On good subsidiary road." "Water supply: None, but well easily available."

Y. Shikase,
Discussion.

Over on the second page, although this 20 acres is only valued at -- well, nothing turns on that, except that I point out that again we find that the reclamation cost is \$200.00 an acre, which seems to get pretty close to a common figure. And on the next page, "Location of this place is very fair. It has very fair bush land for this area but the soil is on the light side," and then they value the whole 20 acres at \$200.00.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

emg
"S.H. HOWARD" Official Reporter.

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

SUB-COMMISSIONER.

Defence Brief
(Mrs.) Yeda SHIKAZE

File No. 5436

Case No. 748

LETHBRIDGE
4 Oct. 48
Land no Buildings
V.L.A.

REAL PROPERTY CLAIM

1. Real Property Claim

Appraised at

Sold for

134
Lots 9 & 10 \$1000.00 19.5 acres

\$292.50

\$287.00

Witness: R.L. Ramsay, Appraiser.

PERSONAL PROPERTY CLAIM

135
2. Claim under Agreements for Sale

\$1106.48

Submission: The real estate, that is Lots 9 and 10 of this Subdivision, was sold for its fair market value. That the other parts of the claim for collecting the balance owing under agreements for sale is not within the terms of reference, and the Custodian is not responsible for collecting the same, other than monies that have been paid to him, which have all been accounted for.

RWN/nw

Name of Claimant

SHIKAZI, Yoda

Case 748

Custodian File

5436

REAL PROPERTY										Total		
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price			Total Award 125% of all Sale Prices	
						% of Total	Amount				% of Total	Amount
					287.		198.87			198.87		
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 & 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	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price					
TOTAL RECOMMENDATION										198.87		