35574

FORM "B" FILE No. 5574

MISSION

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: NAGATA, Fuyu (Mrs. Kikumatsu)

HOME ADDRESS: 4159, Dewdney Trunk Rd, P.O. Box 205, Mission City, BC

REGISTRATION NUMBER 13100 SEX: Female AGE: 48

OCCUPATION: 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: ---

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Kikumatsu

ADDRESS OF WIFE OR HUSBAND: Deceased

NAMES OF ANY LIVING CHILDREN: Shozo (M) Mitsuru (M) Satoru (M)

EXHIBIT No 709-6
DATE Sept 23/48
FILED BY Ukaki

ADDRESS OF CHILDREN: P.O. Box 205, Mission City, B.C.

AGE OF CHILDREN: 13, 12, 10

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

1. LOCATION AND DESCRIPTION: 5 acres on Dewdney Trunk Rd., ~~Mission~~ Box 205, Mission City, BC

2. BUILDINGS AND OTHER IMPROVEMENTS: Two-room frame dwelling house, woodshed.

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

4. TAXES (Amount and where payable) $15 per year. Payable at Mission Municipal Hall

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) $145 mortgage on house to Mr. M. Kudo, Mission, BC

6. OCCUPANCY AND LEASES (If vacant so state) ~~Myself~~ Rented to Mrs. Fortin for ~~yearly~~ rent of $50/00

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None

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

9. IF FARM LAND STATE CROPS SOWN strawberries, blackberries, fruit trees Planted

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: See clause 9

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, chinaware in the house at Dewdney Trunk Rd., Mission, B.C. Key will be left in care of Mrs. Fortin who is renting the house.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

FORM "B" FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

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

None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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 17th day of April 1942.

(Signature) T Nagata

F. T. Williams
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date _____

Our File No. 5570

Full Name Kikumatsu (Mrs. Jusa) NAGATA
(Surname in Block Letters)

Registration No. 13100 Male - Female (check) ✓ Age July 31, 1894

Former Address 4159 Dewdney Trunk Rd. P.O. Box 205
P.O. Box 205, Municipality B.C. City Rd

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

Present Address c/o N.C. Neilson
Turin, Alta.

Married - Single (check) widow

Name of Wife —

Name of Husband Kikumatsu (Died 1940 act.)

Name of Mother Deceased Name of Father Deceased

Names of Children under 16 (See Above)

Requested by Admin. ('50) Registered with Custodian _____ (Yes or No)

Additional Information Farmer. Owner of house & 5 acres

REAL PROPERTY SUMMARY

Catalogue No.:S.S.B.(B.C.249 P) File No.5574

Japanese Name: NAGATA, Fuyu (Mrs. Kikumatsu) Reg.No.13100

Civic Address: 4159 Dewdrey Trunk Rd., Mission, B. C.

Legal Description: E½ Lot "F" of NE quarter, Section 27, Township 17, Map 987 as shown outlined in red on Sk.6269, Municipality of Mission.

Classification: Small farm holding. Five acres partially cultivated. Two room frame dwelling and woodshed of fair condition.

Registered Owner: Minoru KUDO

State of Title: Unregistered Agreement of Sale dated Nov.13/41, for $245.00 to Fuyu Nagata which was paid in full before title issued to V.L.A. by office. Balance being principal $95.00, Int.$10.00.

Administration & Revenue: Leased by NAGATA from April 1/43 to Jan.31/43 for $50.00. Leased by Custodian from Feb.15/43 to Dec.31/43 for $25.00. (Latter accrued to V.L.A., purchaser as of Jan.1/43)

Sold to The Director, Veterans' Land Act for $491.00 (cash) as at January 1, 1943.

Title delivered April 28/44.

Payment received June 27/44 and net proceeds of $380.14 credited to account on June 27/44 after paying balance under agreement of $95.00 principal, Int.$10.00, Tax Arrears $2.86, Reg.Fees $3.00.

Chattels: Not included in sale of property.

Insurance: None carried.

Certified Correct

C. S. Thompson

File No. 5574. **REAL PROPERTY SUMMARY FOR CLAIM** May 14/48.

CLAIMANT: (Mrs.) Fuyu NAGATA Reg. No. 13100

PROP. SUBJECT OF CLAIM: 4159 Dewdney Trunk Road, Mission, B.C.
being
East ½ of Lot "F" of the N.E. ¼ of Sec.27, Twp. 17, Map 987 as shown and outlined Red on Sketch No. 6269, Mun. of Mission, D.N.W. (V.L.A.)

CLAIM: Estimated fair market value as per claim:

Land	$750.00
Buildings	400.00
	$1150.00
Actual Gross Selling Price	491.00
CLAIM -	$ 659.00

REFERENCES **HISTORY**

JP Declared April 17/42.

RP.1 C of E dated May 11/43, notes vesting in the Custodian. Registered owner being: Minoru KUDO.

RP.2 Agreement for Sale (Certified copy), November 13/41, between Minoru KUDO and Fuyu NAGATA. Paid in full.

RP.3 1943 Assessed Value

Land	$250.00
Improvements	500.00

RP.4 Valuation - V.L.A., May 18th, 1942, $500.00.

RP.5 Mrs. NAGATA advised of sale of property, July 19/44, $491.00, provided with Statement of Sale and Statement of Account.

Statement of Account - May 13/48.

/JS

J Spratt

SPECIFIED ARTICLES
SUMMARY

File No.:5574 August 11, 1945.

Re: NAGATA, Fuyu (Mrs. Kikumatsu) Reg.No.13100

No evidence of any on file.

Certified Correct

Date: L.W. Swanson

File No. 337A

November 20th, 1944

CLAIMS DEPARTMENT

Mrs. Fuyu (Kikumatsu) HAGATA - Reg. No. 13100

CREDITORS:-

1. Shigeharu HEDO..... $ 50.00 [illegible]

Address to head Office

Settled direct
See letter Aug 23/45

Cr. Bal. $379.77
20/12/44

/HD

CHATTEL SUMMARY

Declared - April 17/42

Evacuated - April 24/42

eclared	Checked May 7/42 (Bardwell)	Auction	Abandoned	Missing
.H.Furniture				
itchen Utensils				
hinaware				
	Kitchen Range		x	
	Bed & Spring	7/2/45		
	2 H.M.Table	1- 7/2/45	1	
	Heater	7/2/45		
	H.M.Benches		x	
	Axe			x
	Hoe	7/2/45		
	Spud digger	7/2/45		
	Old rake		x	
	Ladder		x	
	pt.bag GO WEST fertilizer		x	
	Pickers trays		x	
		pump		
		box of jars		

Certified Correct

W. S. [illegible]

SUNDRY ASSETS

File No.5574 August 11/45

Re: NAGATA, Fuyu (Mrs.Kikumatsu) Reg.No.12100

No evidence of Life Insurance on file.

Owner of Pacific Co-op. Union Shares:
2 only $10.00 shares redeemable 1945.
1 only $10.00 share redeemable 1946.

3 only $10.00 Unredeemable Shares.

(All in owner's possession.)

Certified Correct

W.S. Hunter

File

5574

CLAIM

DATE

April 20, 1942.

CREDITOR

Shigeharu ENDO

DEBTOR

Mrs. F. Nagata,
Mission City, B. C.

AMOUNT OWING

$50.00

AGENT

ORIGINAL FILE

5051

Dec. 16, 1942.

B. T.

R.P.2

This Agreement,

made in duplicate this Thirteenth day of November in the year of Our Lord one thousand nine hundred and forty one.

BETWEEN

MINORU KUDO of Mission City in the Province of British Columbia, Farmer,

Name, Address, and Occupation of Parties

hereinafter called the "Vendor" of the one part

AND

FUYU NAGATA of Mission City in the above named Province, Housewife,

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 Province of British Columbia and more particularly known and described as the East half of Block "F" in the North East Quarter of Section Twenty-seven (27) Township Seventeen (17), Municipality of Mission.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of .....TWO HUNDRED AND FORTY-FIVE ($245.00)..... Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of .....ONE HUNDRED ($100.00)..... Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

FIFTY DOLLARS ($50.00) on the 1st. day of October 1942

FIFTY DOLLARS ($50.00) on the 1st. day of October 1943 and

FORTY-FIVE DOLLARS ($45.00) on the 1st. day of October 1944

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Six (6) 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 and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows

FUYU NAGATA,
MISSION CITY, B. C.

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

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

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

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

SIGNED, SEALED AND DELIVERED in the Presence of:

Signature of Witness "Edith A.B. Catherwood"

Street Address .....

City Mission City, B. C.

Occupation Notary Public

"MINORU KUDO"

"FUYU NAGATA"

FOR ATTORNEY

I Hereby Certify that on the day of 19 at , in the Province of British Columbia (whose identity has been proven by the evidence on oath) who is personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of 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 the 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 in the Province of British Columbia, this day of in the year of our Lord one thousand nine hundred and .

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

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

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

THE ...reby Certify that, on the day of , 19 , in the Province of British Columbia, (whose identity has been proved by the evidence on , who is) personally known to me, CITY...t of red b... ...vledged to me that he is the , and that he is the person ABOV... ...nexed Instrument as of the said ...st duly authorized to subscribe his name as aforesaid, and affix the said seal to ...orporation is legally entitled to carry on business in the Province of British ...TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at in the Provin...e of ...ritish Columbia, this day of ...the year of our Lord one thousand nine hundred and .

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.
...ally known to the officer taking the same, strike out the words in brackets.

THE ATTACHED AGREEMENT FOR SALE IS A COPY OF THE ONE BETWEEN MINORU KUDO OF MISSION CITY, B.C., FARMER, AND FUYU NAGATA OF MISSION CITY, IN THE PROVINCE OF BRITISH COLUMBIA, HOUSEWIFE. I HEREBY CERTIFY THAT THE ACTUAL PARTICULARS AS TO THE NAMED PROVINCE, HOUSEWIFE. I ALSO CERTIFY THAT THE ACTUAL PARTICULARS AS ARE CORRECT. I ALSO CERTIFY THAT THE PRESENT CLAUSES ALTHOUGH NOT WORDED AS IN THE ORIGINAL GIVE THE SAME REMEDIES.

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

..., 1943.

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
To Wit:

I, , of the
of , in the Province of British Columbia
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 of the full age of twenty-one years.
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
day of , 19

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

Dated NOVEMBER 13th, 1941

MINORU KUDO

AND

FUYU NAGATA

Agreement FOR SALE OF LAND

Vancouver Stationers, Limited, Law Printers and Stationers, Vancouver, B.C. Form No. 27

E. ½ of N.E. ¼ of Block "E" N.E. ¼ Sec. 27, Tp. 17, Municipality of Mission

FOR MAKER (INCLUDING MARRIED WOMEN)

I Hereby Certify that, on the ....Thirteenth.....day of .....November....., 1941 at Mission City....., in the Province of British Columbia, ...MINORU KUDO AND FUYU NAGATA.....(~~whose identity is known to me~~ ~~by the oath of~~ ~~a credible witness~~, who is) personally known to me, appeared before me and acknowledged to me that ....they are.....the persons mentioned in the annexed instrument as the makers thereof, and whose names .....are..... subscribed thereto as part ies, that they know the contents thereof, and that they..... 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...November,..... in the year of our Lord one thousand nine hundred and forty-one.

SEAL

"Edith A.B. Catherwood"
A Notary Public in and for the Province of British Columbia

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

DATE PAID	PRINCIPAL	INTEREST	PAID TO

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, , of the
of , in the Province of British Columbia
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 of the full age of twenty-one years.
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
day of , 19

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

Dated NOVEMBER 13th, 1941

MINORU KUDO

AND

FUYU NAGATA

Agreement FOR SALE OF LAND

Vancouver Stationers Limited, Law Printers and Stationers
Vancouver, B.C.
Form No. 27

E. half of Block "E" N.E. ¼ Sec. 27, Tp. 17, Municipality of Mission

FOR MAKER (INCLUDING MARRIED WOMEN)

I Hereby Certify that, on the ....Thirteenth.....day of .....November....., 1941 at Mission City....., in the Province of British Columbia, ...MINORU KUDO AND FUYU NAGATA.....(whose identity to me is personally known to me), who is) personally known to me, appeared before me and acknowledged to me that....they are.....the persons mentioned in the annexed instrument as the makers thereof, and whose names .....are..... subscribed thereto as part ies, that they know the contents thereof, and that they.....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...November,..... in the year of our Lord one thousand nine hundred and forty-one.

SEAL

"Edith A.B. Catherwood"
A Notary Public in and for the Province of British Columbia

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

DATE PAID	PRINCIPAL	INTEREST	PAID TO

File No. 5574 & 6618

NATURE OF ENCUMBRANCE Agreement for Sale [redacted] or ..... (unregistered)

Name of Owner of Property NAGATA, Fuyu ..... Reg. No. 13100

Address P.O. Box 205, Mission City, B. C.

Occupation Housewife ..... Age 48

Registered Owner of Property Minoru KUDO ..... C.T.No. 111089-E

Property:

Property Address Mission , B. C. ..... Mun. Mission

Legal Description East 1/2 Lot "F" of N.E.1/4 of Sec. 27, Twp. 17, Map 987 as shown and outlined Red on Sketch No.6269 ..... L.R.O. ~~126069-E~~

Nature of interest Owner under Unregistered Agreement for Sale.

Particulars of Encumbrance:

Date 13th November 1941

Parties to document:

Name Minoru KUDO "Vendor"

Address Mission, B. C.

Name Fuyu NAGATA "Purchaser"

Address Mission, B. C.

Principal Amount $245.00

Terms of Payment $100 cash balance $50. 1st Oct. 1942 $50. 1st Oct. 1943 $45. 1st Oct. 1944 ..... Rate of Interest 6%.

Arrears, if any: Principal $95.00 ..... Interest $5.70

Balance owing as at this date $100.70

Standing of Taxes: Arrears $45.16 ..... Current not known

Insurance:

(1) Agent ..... Company .....

Policy No. .....Amt. ..... Prem ..... Exp.Date .....

(2) Agent ..... Company .....

Policy No. ..... Amt ..... Prem .....Exp.Date .....

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

.....

.....

Dated at Kipp, Alta. this 25th day of October 25th A.D.1943

Entered

CERTIFIED CORRECT:

M Kudo

(Signature)

OFFER TO LEASE JAPANESE PROPERTY.

File No. 8594 Place Vancouver

Date 18 July 1942.

Custodian of Enemy Property,
Vancouver, B.C.

Re: S Nagata. — E½ NE¼ Sec 7 Lot 139 Property.
Mission — 4153 - Dundas Road

I hereby offer to lease the above described property on the following basis:

Term: From July 15 1942 to Dec 31 1942.

Cash Rental: $ 25.00 per year to be paid as follows: Payable Month ahead.

Lease to include all land and buildings, - except: _____

Other special conditions (if any): _____

The following taxes will be payable by me:

Land & School Taxes: Irrigation Taxes:
Dyking or Drainage Taxes: Tolls:
Domestic Water Rates:
(strike out those that do not apply)

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.

Full Name: Virginia Tourond.

Address: 1001 West Broadway
Phone Bay 4269

I recommend that Lease on the above terms be approved.

Field Supervisor,
Soldier Settlement of Canada.

5472

A

FARM LEASE

THIS INDENTURE made in duplicate this seventh day of April A. D. 1942

IN PURSUANCE OF THE "SHORT FORM OFV LEASES ACT"

BETWEEN :- FUMU NAGATA of Mission City in the Province of British Columbia Farmer (hereinafter called the Lessor)

Of the First Part

- and -

ELOVIE FORTIN, wife of ALCIDE FORTIN of Mission City in the Province of British Columbia (hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT, for and in consideration of the rents, covenants and conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hath demised and leased AND BY THESE PRESENTS DOTH DEMISE AND LEASE unto the Lessee all those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Mission in the District of New Westminster and Province of British Columbia, more particularly described as :-

East half of Block "F" in the North East quarter of Section Twenty-seven (27) Township Seventeen (17)

TOGETHER with all erections, buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being;

AND TOGETHER ALSO with all ways, paths, passages, water courses, privileges and advantages whatsoever to the said premises belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of ten (10) months to be computed from the first day of April A.D. 1942 and from thenceforth next ensuing and fully to be completed and ended;

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Sixty-five ($65.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged)

THE LESSEE covenants with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

THE LESSEE further covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of :-

One quarter (¼) acre of strawberries
One quarter (¼) acre of blackberries
One quarter (¼) acre of raspberries
Some fruit trees

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good and husbandlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Pacific Co-operative Union and will in all respects carry out the obligations of the Lessor to Pacific Co-operative Union under the Lessor's contract with that co-operative association and will execute an Agreement of his own with Pacific Co-operative Union;

~~THE LESSEE FURTHER covenants with the Lessor that he will properly care for~~ PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during the year 1942 he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the

Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1945 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;
AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered by FULJU NAGATA and FLOVIE FORTIN in the presence of

M M Fletcher

Fuju Nagata

Flovie Fortin.

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say:-

1. That I was personally present and did see FULJU NAGATA and FLOVIE FORTIN, the parties thereto, duly sign and execute the within instrument

for thevpurposes therein named.

2. That the said instrument was executed at Mission City aforesaid.

3. That I know the said parties and that they are each, in my belief, of the full age of twenty-one years.

4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City
in the Province of British Columbia
this seventh day of April A.D. 1942

A Commissioner for taking affidavits
within British Columbia.

M M Fletcher.

BC/1071-A Page 1

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

Farm Appraisal Report

File No. 9/12.

Land Description E½ Lot 28 Blk. F. of N.E. ¼ 27 Tp. 27 -

Containing 5. Acres

Owner's Name M. Endo. (On roll as Nagata) Post Office Address Mission.

Nearest Rail Point Mission Distance 3 miles

Market Town Mission Distance 3 miles

Church (give denomination) Various at Mission Distance 3 miles

Nearest School Ferndale 1½ miles Distance 1½miles

State how property was identified: Map location andenquiry

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

Dewdney trunk road passes on the south side.

Is this district a good one? not especially.

Employment opportunity seasonal only.

Predominating Nationality and religion: various. Japanese have predominated

Describe Fencing and its condition: fences along east, west and north po Value $

Water supply: good well 10 feet 4 feet water no cribbing. Value $
also running stream.

No electric light

EXHIBIT No. 704-B
DATE 4/23/42
FILED BY E. A. Cross

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	12 x 18	frame	8	shingle	old	none	poor	150.00
leanto	10 x 18	fr me	8	shing	old	none	poor	
	x							
BARN	x							
Shed	20 x 40	frame	9	shakes	old	none	poor	100.00
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

Total present day value $ 250.00

Total Value Buildings add to farm $ 200.00

Is dwelling habitable without repairs? no If not what is your approximate estimate of cost to make it habitable? The building is too small exceptin for a batchelor, it needs adding to, or better still a new building should be erected, if added to, $500.00

Describe the basement and chimneys: roof jacks only metal chimney

No. rooms downstairs? 2 Upstairs? none How finished bare studs.

Are buildings painted? no Condition of paint N.A.

Distance from nearest bush across the road 10 yards.

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

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
3	rolling	6 to 8 in loam	granular loam 8 in.	1 ac strawberries 1 ac blackberries 1½ as garden 1 ac raspberries	$50.00	150.0

Area which can be cultivated without cost other than for breaking.

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE	
1¾	3/4 rolling	6 to 8 in loam	8 in granular loam	gone back to grass and weeds	50.00	87.5

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

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	
¼	ravine banks along the creek	some pasture	25.00	6.25

Total value of Land $ 243.75

Total added by buildings to value of farm $ 200.0

Total fruit trees add to value of farm (for use in orchard districts only) $ 56.25

Total value of farm $ 500.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:

The farm is run down badly, occupied by a widow woman until recently, and now in the hands of a tenmant, who has neith r the ability nor the equipment to properly handle it.

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

small fruits.

Noxious weeds: couch grass mostly

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Mission Municapility Mission $ 14.30.

Date: May 20th 1942
Place: Abbotsford B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 18th day of May 1942 19

Inspector's Signature G Thackray

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

Farm Appraisal Report

Remarks: This five acre parcel has been poorly farmed for some time.The crop that's there is , is not going to amount to much. The berries are seedy, and the plants small and appear to be under nourished.

The old blackberry canes are done and the wires and posts where they were strung are down on the ground, coarse grass has taken hold on all the ground, not being cultivated.

The buildings do not amount to much, just a small poorly built shack and an old shed that at one time was used for forcing rhubarb.

There is a shallow well,10 feet,with four feet of good water.

There is a two wire fence all round the place, It is poor.

The present tennant is paying fifty dollars for the season crop and she cannot see now where she is going to make any money.

The soil is, apart from being poorly handled, quite fair in quality, especially on the north end of the property, where it is low lying. The general lay of the land is quite rolling, and in the ravine that cuts through the middle, there is an ever running stream, an asiette.

The piece of land would work in quite nicely with the property to the west (W/13) I. Hisaoka.

(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

$

$

$

$

$

$

$

$

$

Total $

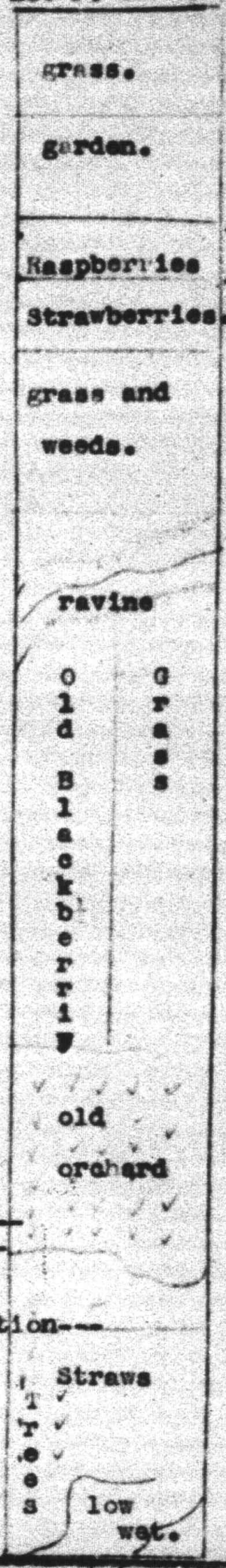
Amount fruit trees add to value of farm $

BC/10714 Ex page 4

Diagram of Property

(M. Kudo) Shown on roll as Nagata. W½ Lot F. of N.E. ¼ - 7- Tp 17.

2 chains to the inch.



Following careful review of this appraisal report it is my opinion that the present value is $ 500.00

Power line along the road ----------

Date 23rd May 1942.

"I. T. BARNET"

District Superintendent.

5524
1 3140

SOLDIER SETTLEMENT and VETERANS' LAND ACT

File No. BC/249-P
(JL-114)
Vancouver, B.C.

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

NAGATA, Seiyu

Dear Sir:- Re: East half of Lot "F" of the N.E.¼ Sec. 27, Twp. 17, Map 987, as shown and outlined Red on Sketch No. 6269, MUNICIPALITY OF MISSION.

I beg to acknowledge receipt of Duplicate Certificate of Title No. 172042-E of the New Westminster Land Registry Office for the above parcel of land in the name of The Director, The Veterans' Land Act.

Included in the Veterans' Land Act cheque for $ 22,082.72, in favour of The Secretary of State, forwarded to you and dated April 28, 1944 is the amount of the purchase price in full of the above land arrived at as follows:-

Purchase Price	- $	491.00 ✓
Less arrears of taxes to January 1st, 1943,	- $	2.86 ✓
Amount paid to Secretary of State	- $	488.14 ✓

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

Yours truly,

T. Todrick,
DISTRICT SOLICITOR

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

Date

Solicitor for
The Secretary of State

J.L. No. 118

R.P.S

Canada

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

JUL 19 1944

File No. 5574
Reg. No. 13100

506 Royal Bank Building,
Vancouver, B. C.
July 19, 1944

Mrs. Fuyu NAGATA,
c/o N. C. Wellson,
Turin, Alta.

Dear Sir:

Re: Municipality of Mission - East half of Lot "F" of the North East quarter of Sec. 27, Township 17, Map 987, as shown outlined red on Sketch No. 6269, District of New Westminster, C. of E. 51772.

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

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

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

Sale price of above described property		$ 491.00
Add:		
Unexpired insurance premium as at January 1st, 1943		
Less:		
Tax arrears to December 31st, 1942	$ 2.86	
Registration fee	3.00	
Encumbrance—Principal	95.00	
—Interest	10.00	110.86
Net proceeds of sale		380.14

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

Yours truly,

F. G. SHEARS,
Director.

1943		Debit	Credit	Balance
Jan. 1	Cr. re Sale of Property		380.14	
	Land Registry Office- Certificate of Encumbrance	1.00		
March 6	Pacific Co-operative Union Interest on Shares		.60	
	Ditto		.03	
		1.00	380.77	379.77 Cr.

NAME NAGATA, Fumi (Mrs. Kikumatsu)

REGISTRATION NO. 13000 FILE NO. 5374

The following chattels were sold by public

auction at Mission, B. C. on February 7, 1945.

Pump	$ 0.50
Hoe and shovel	0.10
Cultivator	3.00
Lever harrow	3.25
Air-tight heater, Table, box of jars	0.50
Bed	0.50
Total	$ 7.85
Less Expenses: (Auctioneer's Fee: $0.79 (Advertising: 0.13 (Moving: 0.89	$ 1.81
Net Proceeds Credited:	$ 6.04

Members of Custodian Staff Present. Mr. W. R. Anderson

Extracted from Auctioneering List No. Mission 16

Remarks. Nil

File No. 5574 Date Feb 7/45

SUMMARY

Name: Tsuya Nagata

Address: Manzanar

(1) - We have today moved to suction room at Manzanar effects as per enclosed list at a total cost of $_____ as per attached bill.

(2) - We have also moved the personal effects as per attached list to storage at _____ where they will remain until called for. Cost of moving is included in bill above.

(3) - We have sold to the tenant articles as per attached list at $_____ for which herewith cheque or cash.

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

~~Bed + Spud slippers were missing but otherwise much~~ The following extra of no value and left on the property: 2 old suitcases, box, coke, ladder ~~festitty~~ in pickup truck.

~~The tenant gave us the following explanation:~~

~~Evacuation + hasson although had moved~~ most on property + sold. Thy must have been borrowed from some other property as they were on property when present tenant moved on.

W Anderson

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE LETHBRIDGE, ALBERTA

August 13, 1949

A. GLADSTONE VIRTUE, M.C., K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.
FREDERICK JOHN MORGAN, B.A., LL.B.

PLEASE REFER TO FILE NO. 3212-95

Mr. D. T. Braidwood,
c/o Messrs. Sutton, Braidwood & Morris,
506 Royal Bank Building,
Vancouver, B.C.

Dear Mr. Braidwood:

Re: Settlement Awards; NAGATA, Fuyu, Case #709, Custodian file #5574

Real Property - We believe your award form is in error. Only one parcel was claimed for in this case, being sold for the amount of $491.00.

Miscellaneous Chattels - It appears that the rate was incorrectly calculated and should be 5% instead of 45.83%. We believe settlement should be made on the basis of the chattels valued at $80.00 which were not sold by auction. 4.58 %.

DNF
20.- } Money
4.34 }
abandoned
No Record.
40.- } No Award
16.66 }

Yours truly,

VIRTUE, RUSSELL & MORGAN

Per

WSR/mvf

File No. 5574

August 30th, 1949

MEMORANDUM

TO: MR. D. T. BRAIDWOOD

FROM: MR. GOOD

Re: Fuyu NAGATA, Case No. 709
Mr. Virtue's letter of August 13

Real Property: Mr. Virtue is correct, the second parcel of the real property was entered on the award sheet in error, and has now been transferred to its correct award sheet number 1195, M. Kudo (in the V. L. A. appraisal report you will notice Nagata's property is listed under the name M. Kudo which caused an error in listing).

Miscellaneous
Chattels: The first part of this paragraph, Mr. Virtue is again correct, the decimal point being misplaced, the correct ratio being 4.58% instead of 45.83%.

We are attaching a new award sheet with the correct figures for real property and miscellaneous chattels.

With regard to the award of chattels valued at $80.00 I believe our award sheet is correct in following the figures set out on the analysis sheet:

Declared not found	$20.00	
Theft	4.34	
making a total of	$24.34	in the missing column
Abandoned	$40.00	
No record at any time	16.66	there being no award on

these two items.

The balance of the claim of $105.00 is shown in the first column, Claim for Goods Sold for $24.00.

BG:BK

[redacted] 506 Royal Bank
[redacted] Building,

3212-95 12th September 1949.

A.G. Virtue, Esq.,
Rutherland Building,
Lethbridge, Alberta.

Dear Sir,

Case No.700 - Fusa NAGATA

I have your letter of the 13th August and note the comments contained therein.

With regard to your remarks concerning the second parcel of real property, this was entered on the Award Sheet in error and has now been transferred to the correct award sheet, No.1195.

With regard to Miscellaneous Chattels, again an error has been made, the decimal point being misplaced; the correct ratio is 4.58, not 45.8.

I have had a new Award Sheet prepared and forward a copy herewith.

With regard to the chattel award on the basis of $80.00, my position is that this made up as follows:

Declared not found	$20.00
Theft	4.34

making a total of $24.34 listed in the missing column.

Abandoned	$40.00
No record at any time	16.66

The balance of the claim, $105.00 is shown in the first column, $24.00 being the amount for which these goods were sold.

Yours very truly,

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C., K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.
FREDERICK JOHN MORGAN, B.A., LL.B.

September 14, 1949

PLEASE REFER TO FILE NO. 3212-95

Mr. D. T. Braidwood,
c/o Messrs. Sutton, Braidwood & Morris,
506 Royal Bank Building,
Vancouver, B.C.

Dear Mr. Braidwood:

Re: Settlement Awards,
NAGATA, Fuyu, Case
#709, Custodian
File No. 5574

We acknowledge your letter of September 12th.

Real Property - We are prepared to approve of the award on the usual basis noting that this property is in the 80% catagory.

Personal Property - Miscellaneous Chattels - We agree with the first 4 columns hereunder. We believe that the ratio here should be applied as well to those articles labled "abandoned" and "no record at any time" amounting to $40.00 and $16.66 respectively.

Yours truly,

VIRTUE, RUSSELL & MORGAN

Per

WSR/mvf

5021
5574

March 27th, 1945.

Mr. Shigeharu UNDO,
Registration No. 02578,
Greenwood, B. C.

Dear Sir:

re: Mrs. Fuyu (Kikumatsu) NAGATA
Reg. No. 13100

With reference to your claim of $50.00 against the above named. She has admitted that your claim is correct but she has not authorized payment of same. We suggest that you contact her direct and ask her to write to us requesting us to settle your claim. On receipt of such a letter from her we shall be pleased to arrange this.

Her address is:-

Registration No. 13100,
c/o W.C. Neilson,
Turin, Alta.

Yours truly,

AMcA:ND

A. McAlister,
Claims Department.

NOV 27 1947

Proof of Claim

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

---

1. Name of Claimant in full: NAGATA, Fuyu (Mrs.)

   Registration No. 13100

2. Claimant's address at the time of his evacuation from the protected area:
   Mission City, B.C.

3. Claimant's present address:
   c/o N. Nielson, Turin, Alberta.

4. Claim relating to real property:

   (a) Street address of real property: Dewdney Trunck Road.

   (b) Legal description of property:

   Municipality of Mission - East half of Lot "F" of the North East quarter of Sec. 27, Township 17, Map 987, as shown outlined red on Sketch No. 6269, District of New Westminster, C. of E. 51772.

VIRTUE & RUSSELL, Barristers, Lethbridge.

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

FRUIT FARM consisting of Five Acres (5) all under cultivation.

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

Interest.

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

(I) Land— $ 750.00

(II) Buildings— $ 400.00

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

$ 659.00

5. Claims relating to personal property, etc.

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

Left in buildings and on the farm situated at the Dewdney Trunk Road, Mission City, B.C.

(b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

Furniture and Household Equipment - Left in House.
Farm Implements - Left in cellar of house

VIRTUE & RUSSELL, Barristers, Lethbridge.

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

Left in care of Mrs. F. Fortin, Hatzic , B.C.

(d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

Under The House:

2 saws	$10.00
2 shovels	2.00
3 axes	10.00
Dishes	20.00
	42.00

Inside the House:

Stove	$40.00
Bed	20.00
Heater	3.00
	63.00

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

$105.00.

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

7. An Interpreter will ..... be required.

DATED this 11 th. day of October, A.D. 1947.
November

T. Nagata
Witness to Signature of Claimant.

Mrs. T. Nagata
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

CASE NO. 709.

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. M. STACK, SUB-COMMISSIONER).

Lethbridge, Alberta,
September 23rd, 1946.

IN THE MATTER OF THE CLAIM OF
(MRS) FUYU HAGATA.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

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

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

THE SECRETARY: Case No. 709, Mrs. Fuyu Nagata.

(MRS) FUYU NAGATA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. RUSSELL:

Q Mrs. Nagata, I am showing you a document called a summary of evidence in support of claim. You are familiar with its contents? A: Yes.

Q And you signed it at the end? A: Yes.

Q It contains a summary of the information upon which you are basing your claim? A: Yes.

Q You believe it to be true to the best of your knowledge, information and belief?

A Yes.

MR. RUSSELL: I will put that in as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. RUSSELL: Q: Who was Kinnosuke Nagata?

A My husband.

Q I believe he originally purchased the land for which you are claiming, is that right?

A Yes.

Q. And then your husband died? A: Yes.

Q When was that? A: In 1940.

Q And then you entered into a new agreement for sale for the purchase of this same land, the land for which youare claiming? A: Yes, it was put into my name in 1941.

Q And the balance owing in 1941 according to this agreement for sale was $245.00, is that right?

MR. HICK: It doesn't say that.

THE SECRETARY: Case No. 709, Mrs. Fuyu Nagata.

(MRS) FUYU NAGATA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. RUSSELL:

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Q And you signed it at the end? A: Yes.

Q It contains a summary of the information upon which you are basing your claim? A: Yes.

Q You believe it to be true to the best of your knowledge, information and belief?

A Yes.

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(SUMMARY MARKED EXHIBIT NO. 1).

MR. RUSSELL: Q: Who was Kiyomatsu Nagata?

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Q I believe he originally purchased the land for which you are claiming, is that right?

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Q. And then your husband died? A: Yes.

Q When was that? A: In 1940.

Q And then you entered into a new agreement for sale for the purchase of this same land, the land for which yourre claiming? A: Yes, it was put into my name in 1941.

Q And the balance owing in 1941 according to this agreement for sale was $245.00, is that right?

MR. RICE: It doesn't say that.

A Yes.

MR. RUSSELL: Q: Your husband had paid something on his agreement before he died, is that right?

A Yes, he paid $30.00.

Q $30.00? A: Yes.

Q And the original purchase price to be paid by your husband was how much? A: $275.00.

Q How much is left owing under your agreement for sale of this land? A: $900.00 deducted by the Custodian.

Q There was, apparently, Mrs. Nagata, some personal property which was not included in your J.P. form, but for which youare now claiming. How do you explain that?

A It was a mistake on the person who took down the details of the original registration. I told the registrar various items, but I don't read English and I signed the form, but I was under the impression that these things were included; I asked for these things to be written down but they weren't included.

Q You are claiming for a stove, $40.00?

A Yes.

Q Was that an old stove of no value or what was it like?

A I bought it in 1941 in the chicken house store.

Q What condition was it in when you left?

A I had only just bought it and it was in good condition. It was the Chilliwack store, not chicken house store.

Q What was the stove for? What was it designed to heat? What kind of a stove? A: It was a

a kitchen stove.

Q It was a kitchen stove? A: Yes.

Q Where did you buy it? A: In the Chilliwack secondhand store.

Q But it wasn't a chicken house stove?

A No, it was at the Chilliwack secondhand store.

Q That is all, thanks.

MR. RICE: I am submitting, your honour, that the real estate was sold for its fair market value.

I am submitting that the chattels sold by the Custodian were sold for their fair market value. I submit that the other chattels that were apparently hidden by the claimant under the house, that the Custodian is not responsible for, and if there are any articles for which the Custodian is responsible the claim made for the same is Exorbitant.

I tender as an exhibit a farm appraisal report respecting the land.

(APPRAISAL REPORT MARKED EXHIBIT NO. 2).

MR. RICE: I submit three, no, two real property summaries regarding the land.

(SUMMARIES MARKED EXHIBIT NO. 3).

MR. RICE: I tender as an exhibit an analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 4).

MR. RICE: I tender as an exhibit an assessment notice for the year 1963 for the land in question showing the assessed value for the land $250.00 and the improvements on the land $500.00. That is the Corporation of the District of Mission.

(STATEMENT MARKED EXHIBIT NO. 5).

CROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form dated the 17th of April, 1942 (indicating); is that your signature on that document? A: Yes.

MR. RICE: I tender that as an exhibit, your honour.

(J.P. FORM MARKED EXHIBIT NO' 6).

MR. RICE: Q: When did you buy the stove?

A In 1941.

Q How much did you pay for it? A: $40.00.

Q How much did you pay for the axes that you are claiming? A: One was $1.00.

Q There are three. How much for the others? There are three axes. She said she paid $1.00 for one; what did she pay for the other two?

A $1.00 each.

Q $1.00 each, $3.00 for the three axes?

A Yes.

Q How long did you have them? A: They were just recently purchased.

Q They were just recently purchased for $3.00?

A Yes.

Q The dishes, how long did you have your dishes?

A They were only bought after we went to Mission and they weren't old.

Q They weren't? A: They weren't old.

Q They weren't old? A: No.

Q How much did you pay for them?

A There were quite a lot of dishes; some of them had

been bought in Vancouver, some had been bought at Mission, but altogether they cost about $30.00.

Q They cost about $30.00? A: Yes.

Q When you bought them. How long did you have them?

A They were purchased about 1937 or '8.

Q For $30.00? A: Yes.

Q That is all.

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

(Witness adds)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify that the foregoing is a true and accurate transcript of the proceedings herein.

"S.R.HOWARD" Official Reporter.

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

SUB-COMMISSIONER.

Defence Brief

(Mrs.) Fuyu NAGATA

File No. 5574

Case No. 709

LETHBRIDGE
23 September 1948
V.L.A.
Sheet A 2 - 4

REAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 1

E half of Lot F of NE ¼ of Sect. 27, Twp 17, Map 987

Claim	Appraised at	Sale Price
$1150.	$500.00	$491.00

Witness: Appraiser, G. T. McKay.

Appraiser (McKay) reports - House old, the building is too small except for a bachelor, a new building should be erected. Farm is run down badly.

Appraiser ([redacted]) reports - The buildings do not amount to much, just a small poorly built shack. Land has been poorly farmed for some time.

It is submitted that the real estate was sold for its fair market value.

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 2

Household & Farm Equipment

Claim	Sold for
$105.	$1.10

Claimant stated that her goods were left in the house and cellar of her house at Dewdney Trunk Road Mission and she gave the key to the tenant, Mrs. FORTIN. Some goods were stored under the house.

(a)	Goods value	$ 24.00	Sold by auction for $1.10
(b)	" "	20.00	Declared not found (Dishes)
(c)	" "	16.66	No record at any time
(d)	" "	40.00	Abandoned (Stove)
(e)	" "	4.34	No account (Theft)
		$105.00	

Goods sold by auction for $6.75 were not claimed for.

It is submitted that the chattels sold by the Custodian were sold for their fair market value. It is submitted that the other chattels that were apparently hidden by the claimant under the house, that the Custodian is not responsible for, and if there are any articles for which the Custodian is responsible, the claim made for the same is exorbitant.

Summary of Defence Witnesses

G. T. McKay

J. H. Harkiss

W. E. Anderson

Where required

1	Appraiser
2 (a)	Auctioneer
2 (a)(b)(d)	Staff

BMP/mw

Name of Claimant NAGATA, Fuyu Case 709

Custodian File 3574

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
					491.		281.98				281.98

PERSONAL PROPERTY

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

NETS

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

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
24.00	1.10	.33	46%	81.00	37.26			37.59

TOTAL RECOMMENDATION 319.57

1540