

5576

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: TSUJI Kamejiro
 HOME ADDRESS: R.R. #1 Mission B. C. (Silverdale Rd.)
 REGISTRATION NUMBER 13346 SEX: Male AGE: 68
 OCCUPATION: Farmer

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Suze

ADDRESS OF WIFE OR HUSBAND: R. R. #1 Mission, B.C. (Silverdale, B.C.)

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: ³⁸₇₇ Title No.) 5 acres
^{52373 E}
 Block 9, S.W. $\frac{1}{4}$ of Section 20 Twp. 17 in the Mun. of Mission.
 "b" ^{38/201} 1 lot, 40'x60' in the Municipality of Mission.
^{52736 F}

2. BUILDINGS AND OTHER IMPROVEMENTS: 2-4 roomed wooden frame dwelling
 houses. 2 Hot houses 1 garage 1 packing house 1 chicken house
 1 wood shed.

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

4. TAXES (Amount and where payable) \$33.00 per yr. 1941 paid at Mission.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) *Hudgins #650*
to Mrs J. A. Clay, Home Mission, B.C.

6. OCCUPANCY AND LEASES (If vacant so state) Crops to: Dorothy Kendell
 Vancouver, B.C.
 \$300.00 Mission

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: At home.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST Mr. J.A. Clay. Mission \$650.00 mortgage.
9. IF FARM LAND STATE CROPS SOWN 1 ac. raspberry, 1 ac. rhubarb, 1 ac. asparagus, 1 ac. loganberry 1/2 ac. gooseberry 1/2 ac ploughed land, 57 fruit trees, 10000 asparagus plants. See page 1 & 6.

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:
- IN HOUSE: 1 round table, 1 flower stand, 2 double bed, 1 3/4 bed, 2 single beds, 1 cabinet electric Orthophonic Victrola, 150 records, 1 violin, 6 chairs, 1 kitchen table, 1 McClary Garry #9 kitchen stove, 3 china cabinet, 12 picture in frames, 1 White sewing machine
- IN ROOT HOUSE: 2 hot house heater, 1 brooder stove, 3 heaters, 250 lbs. raspberry wires, 2 M. feet 2"x4", 20' heaving logging chains, 15 pieces, 10" drain tiles, 3 screen doors, 4 - 45 gal. barrells, 1 2 H.P. Gas Engine, 200' 1/2" rubber hose, 12 cords cedar shakes, 1 pick, 3 shovels, 3 iron bars.

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

None

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

4. INSURANCE CARRIED ON ABOVE PROPERTY: 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: Mortgage of \$650.00 Mr. J. A. Clay, Mission, B.C.
on property. *[Signature]*

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) *[Signature]*

[Signature]
Witness

FOR DEPARTMENTAL USE _____

P.D. 4/1/43
 INFORMATION FROM R.C.M.P.

Date

August 24/43

No. 5576

e Tsukasa Kamei
 (Surname in Block Letters)

tion No. 13346

Male ☒ - Female
 (check)

Ag Aug. 10, 1872

Address

B.R.#1, Mission, B.C.

acuated

Apr. 1/42

Naturalized - Canadian-Born - National
 (check) ☒

Address

9/2 2nd Cech, Victoria, B.C. (at)
deceased - Hobbsford - Act 18/44

- Single
 (check)

Name of Wife

(MINAGURO) #13347

Name of Husband

of Mother

(KIMURA) Masu

Name of Father

Magohichi (decd)

of Children under 16

(decd)

ested by

J. Spratt

Registered with Custodian

(Yes or No)

ditional Information

Farmer Owner of 5 acres -
house - at above address

REAL PROPERTY SUMMARY

JAPANESE NAME: Kamejiro TSUJI Reg. No. 13346 File No. 5576

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act, First Offer BC/674-P.

PROPERTY ADDRESS: c/o Silverdale and Hurd Roads, Mission, B.C.

LEGAL DESCRIPTION: Parcel No. 1
Lot 9 of the South West quarter of Section 20, Township 17, Map 905, Save and Except the North Easterly 40 feet by 60 feet thereof, being 40 feet on the Northern Boundary by 60 feet on the Eastern Boundary, Municipality of Mission, District of New Westminster.

Parcel No. 2
Part (the North-Eastern 40 feet by 60 feet) of Lot 9 of the South West quarter of Section 20, Township 17, Map 905, said part being 40 feet on the North boundary by 60 feet on the East boundary, Municipality of Mission, District of New Westminster.

TITLE: Both parcels registered in the name of Kamigiro TSUJI.

ENCUMBRANCES: Registered against Parcel No. 1
25/10/56631C -- 25th October 1926 Mortgage in Fee to Joseph A. Clay for the sum of \$650.00 with interest at the rate of 10% per annum.
Vesting Order filed No. 25370 dated January 26, 1943.

Unregistered against Parcel No. 1
No indication of any unregistered charges.

Registered against Parcel No. 2
28/223/45694C - 26th November 1920 Mortgage in Fee to Harry Faulkner for the sum of \$200.00 with interest at the rate of 8% per annum.

77189C ----- 28th August 1937 Assignment of Mortgage to Mary M. Faulkner.

Vesting Order filed No. 25371 dated January 26, 1943.

Unregistered against Parcel No. 2
No indication of any unregistered charges.

ASSESSED VALUES: Two Parcels: 1943.
Land \$ 378.00
Improvements 1400.00 - \$1778.00 Taxes - \$34.84
Both parcels were always assessed as one and were sold as one property.

property.

- Page 2 -

File No. 5576

CLASSIFICATION:

Parcel No. 1 - This is a small fruit and vegetable farm. The Custodian's representative reported on May 7th, 1942, that this property had an area of five (5) acres planted to the following crops:
1 acre raspberries, 1 acre loganberries, 1 acre rhubarb, $\frac{1}{4}$ acre Gooseberries, $\frac{1}{4}$ acres asparagus.
1 - 4 room dwelling - 2 hot houses - 1 garage
1 packing house - 1 chicken house

Parcel No. 2 - 40' x 60' - The valuator reported on April 26, 1944, as follows:

"This property consists of an old hall converted to a dwelling, which is in very poor condition, and of very little value. Good site for building.

Value of building \$100.00

Value of Lot 100.00

Total Value \$200.00

"William H. Ansell"
Appraiser.

Both parcels 1 and 2 were owned by the same owner, they were assessed as one, and sold as one property.

HISTORY OF
ADMINISTRATION:

Kamejiro TSUJI leased the whole of Lot 9 of the South West quarter of Section 20, Township 17, Map 905, Municipality of Mission, containing five (5) acres more or less, on 15th April, 1942, to Dorothy Kendall for a term of 10 months from 1st April 1942 with option to extend lease for 1943 under arrangement with the Pacific Co-Operative Union, consideration \$300.00 paid. Lease was extended by Collateral Agreement to 31st September 1943, consideration \$75.00 payable August 31st, 1943. Lease and Collateral Agreement given to Veterans' Land Act 21st July 1943.

SOLD:

To: The Director, Veterans' Land Act for \$1188.60 as at January 1st, 1943.

Approval of Advisory Committee June 1st, 1943.

Funds released to the credit of Kamejiro TSUJI as at December 9th, 1944, against which were the following charges: Registration Fees \$3.00, Legal Fees \$15.00, Discharge of Mortgages \$2.00, Arrears of Taxes \$111.80, J.A. Glay Mortgage (Principal \$650.00 plus Interest \$115.23) \$765.23, M. Faulkner Mortgage (Principal \$163.98 plus Interest \$64.52) \$228.50 = Total \$1125.53, leaving a net credit of \$63.07 from said transaction.

Adjustments as at January 1st, 1943, to the amount of \$47.60 covering unexpired Fire Insurance Premiums were placed to the credit of Kamejiro TSUJI's account.

The following Fire Insurance Policy:

Providence Washington Insurance Company, Policy

No. 69982 - \$1600.00 covering:

\$350.00 on one storey frame shingle dwelling, House No. 1.

100.00 on one storey frame shingle roof garage.

650.00 on dwelling, House No. 2, Hot house, two storey
frame shingle.500.00 on Hot house.

\$1600.00

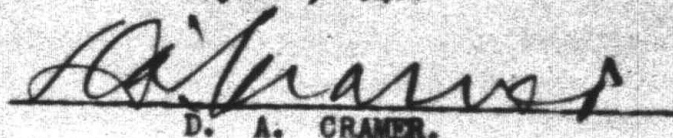
In view of the rent for 1943, viz. \$75.00 having been collected
by the Custodian, a cheque for the same was issued to the
Director, Veterans' Land Act, November 17th, 1943.

Certificate of Title No. 179904-E in the name of The Director,
Veterans' Land Act.

Kamejiro TSUJI died 18th October 1944, intestate, and Jack
Milton Streight was appointed Official Administrator on the
25th August 1945. All the funds at credit in the Estate
account were remitted to J.M. Streight September 19th, 1945.
Instructions re the distribution of the Estate funds were
received from Jack Milton Streight, Official Administrator,
April 21st, 1947, see letters on file.

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

May 2nd, 1947.


D. A. CRAMER.

DAC:1c

PERSONAL PROPERTY SUMMARY

File No. 5576

29th April, 1947.

Kamejiro TSUJI, deceased. Reg. No. 13346

CHATELS: The above Japanese registered with this office on the 17th April, 1942, and at that time declared leaving a quantity of household furniture, and farm implements on his property at Mission. He was evacuated on the 24th April, 1942.

This property was inventoried by our fieldmen on the 3rd May, 1943, and on the 18th November, 1943, our fieldmen arranged a sale by appraisal of some household furniture to the tenant on the property, for the net sum of \$46.35. Although TSUJI did not declare so he had left a horse in the care of a Mr. Solloway. On the 6th December, 1943, Mr. Solloway submitted a bill for storage on some goods stored with him and for care of the horse amounting to \$40.00. There is also at that time an extract on the file quoting part of Tsuji's letter to Solloway, asking for shipment of some of these goods, and stating the and his brother were giving him the horse. TSUJI's horse was valued at \$25.00 and Mr. Solloway accepted this horse in settlement of his storage charges. The goods stored at Mr. Solloways were removed to our Mission storage

The bulk of TSUJI's chattels on his property were removed and sold by public auction on the 8th December, 1943, for the net sum of \$422.42.

At Kamejiro TSUJI's request on the 5th January, 1944, some personal effects a gramophone and household furniture were sent to him, on which \$28.14 was charged to his account here for shipping, crating and hauling.

On the 6th February, 1944, his stump puller was sold for the net sum of \$26.17 and this amount credited to his account.

On the 30th August, 1944, the tenant on his property, wrote stating that TSUJI had asked her for shipment of a box of chinaware, which she said she was prepared to ship. She was advised of our permission on the 21st September, 1944.

All the remaining small articles on TSUJI's property were sold by auction for the net sum of \$10.95.

A few personal effects consisting of books, picture frames and records are stored in the Buddhist Temple, Mission. The chattels are well accounted for on this file.

SPECIFIED ARTICLES: This file reveals no specified articles.

ACCOUNTS RECEIVABLE: The B.C. Electric Railway Co. sent in to this office the sum of \$5.00 in July, 1945, being TSUJI's electric light security deposit refund.

BONDS & INVESTMENTS: Although TSUJI did not declare so, he was the owner of one \$10.00 United Farmers share. This was sold for the sum of \$65.00 and funds credited to the account.

He was also the holder of 16 Pacific Co-operative Union redeemable shares and 20 non-redeemable shares. The following shares have been redeemed:-

3,	1938 shares	\$30.00	
2	1939 shares	20.00	less \$7.34 in payment of his account
1	1940 share	10.00	with them.
2	1941 shares	20.00	

PERSONAL PROPERTY SUMMARY (Cont'd)

File No. 5576

29th April, 1947.

✓ There are still eight shares issued in 1942, to be redeemed early in 1948. Interest in the amount of \$8.46 has accrued to his account on these shares.

A \$10.00 War Savings Certificate in TSUJI's name was found amongst some papers at Mission and was forwarded to J.M. Streight, Official Administrator, on the 4th October, 1945.

LIFE INSURANCE: TSUJI declared he owned no life insurance, but on the 11th March, 1944, the Pacific Co-operative Union advised us that TSUJI dues in the Pacific Mutual Aid fund were due. TSUJI upon being advised requested payment of both his wife's and his own dues for 1943 and 1944.

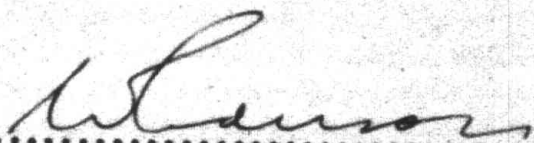
As the Pacific Mutual Aid fund was in good standing at the time of his death the sum of \$203.00 was paid to the son, Tsuneichi TSUJI, in January, 1945, in settlement as beneficiary.

There is also a copy of a letter from the B.C. Security Commission to the Western Mutual Aid Society, with authorization from Tsuneichi TSUJI, beneficiary, asking that proceeds of Policy No. 461/1461, be sent to the Custodian. However there is no record of this being received at this office, and it is presumed that it was sent to Tsuneichi, direct.

This file reveals no other personal property assets.

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

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LIABILITY SUMMARY

File No. 5576

29th April, 1947.

Re: Kamejiro TSUJI, deceased - Reg. No. 13346

M. Ebisuzaki Company filed a claim of \$25.45 against Kamejiro TSUJI. This claim was submitted to TSUJI for confirmation on the 25th May, 1944, and authority for payment of this debt was given by him just prior to his death in October, 1944. Payment was made in full on the 12th December, 1944.

On the 20th March, 1945, the Pacific Co-operative Union deducted the sum of \$7.34 from the redemption of his two 1939 shares, to cover his small account owing to them.

When registering in April, 1942, TSUJI declared owing \$650.00 on a mortgage to J.A. Clay. After sale of his property, this principal, plus accrued interest at 10% from the 23rd October, 1942 to the 31st July, 1944, in the amount of \$115.23, was paid to J.A. Clay on the 16th August, 1944.

It was also found that he owed Harry Faulkner, deceased, \$163.98 on a mortgage and interest 8% from the 20th April, 1937. Mr. Faulkner's widow accepted the sum of \$225.00 in full settlement, and a cheque for \$228.50 was sent to her lawyer on the 22nd August, 1944, being her accepted amount plus a fee of \$3.50 for discharge of the mortgage.

This file reveals no other liabilities.

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

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This Indenture

in duplicate
Made the Second day of December in the year of our
Lord one thousand nine hundred and sixteen

In Pursuance of the "~~British Columbia Land Act~~" REAL PROPERTY CONVEYANCE ACT

Between "AMY" KATE ANN PORTSMOUTH (wife of Charles Portsmouth) of Mission City
in the Province of British Columbia,

(hereinafter called the "Grantor")

Insert full Name,
Street Address and
Occupation of
Grantor and of
Grantee.

and

KAMIGIRO TSUGI of Mission Municipality in the Province of British
Columbia, Farmer.

(hereinafter called the "Grantee")

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EXHIBIT No.

Aug. 18/48

DATE

FILED BY W.E. Huckvale

Witnesseth, that in consideration of Nine hundred 00/100 (\$900.00)

Dollars of the lawful money of Canada now paid by the said Grantee to the said
Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor,
Bath Grant unto the said Grantee, his heirs and assigns FOREVER

All and Singular that certain parcel or tract of land and premises situate, lying
and being in District of New Westminster Province of British Columbia, and being
more particularly known and described as LOT numbered NINE (9) according to
the sub-division of a portion of the South West Quarter of Section Twenty (20)
Township Seventeen (17) according to the registered map or plan of the said
subdivision deposited in the Land Registry Office at the City of New Westminster
Province of British Columbia and numbered Nine hundred and five (905)
SAVE and EXCEPT therefrom the North Eastern 40x60 feet thereof, heretofore
conveyed, said exception being more particularly described as follows:-

Commencing at the North East corner post of the said Lot NINE, thence
West Forty (40) feet along the North boundary of the said Lot Nine (9)
to a point, thence South Sixty (60) feet to a point, thence East Forty
(40) feet to the East boundary of the said Lot Nine (9) thence North
along said East boundary Sixty (60) feet to point of commencement.

Together with all buildings, fixtures, commons, ways, profits, privileges, rights, ease-
ments and appurtenances to the said hereditaments belonging, or with the same or any
part thereof, held or enjoyed, or appurtenant thereto; and the estate, right, title, interest,
property, claim and demand of him, the said Grantor in, to, or upon the said premises

To have and to hold unto the said Grantee, his heirs and assigns, to and for his
and their sole and only use forever; ~~Subject nevertheless~~ to the reservations, limitations,
provisos and conditions expressed in the original grant thereof from the Crown and sub-
ject to all taxes, rates and local improvement assessments whether already or hereafter
assessed.

The said Grantor Covenants with the said Grantee that he has the right to convey
the said lands to the said Grantee, notwithstanding any act of the said Grantor and
that the said Grantee shall have quiet possession of the said lands, free from all
encumbrances, save as aforesaid

And the said Grantor Covenants with the said Grantee that he will execute such
further assurances of the said lands as may be requisite.

And the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

And the said Grantor Releases to the said Grantee All His Claims upon the said lands.

Wherever the singular or masculine is used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

In Witness Whereof the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature of Witness Anthony M. Verenece
Street Address Notary Public
City or Town Mission City, B.C.
Occupation of Witness _____

"Kate Ann Portsmouth" "Seal"

FOR MAKER (INCLUDING MARRIED WOMEN)

I Herby Certify that, on the Second day of December 1916, at Mission City, in the Province of British Columbia, Kate Ann Portsmouth (whose identity has been proved by the evidence on oath of the wife of Charles Portsmouth) who is personally known to me, appeared 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 she is of the full age of twenty-one years, and competent understanding, and does not wish to retract the execution of the said Instrument.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at Mission City in the Province of British Columbia, this Second day of December in the year of our Lord one thousand nine hundred and sixteen

"A.M. Verenece"

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.

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA
To Wit:

I, _____ of the _____, 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.

11. In the Province of British Columbia, (whose identity has been proved by the evidence of _____, who is personally known to me, _____, and that he is the person of the said _____ and affixed the seal of the _____ who subscribed his name to the annexed instrument as appeared before me and acknowledged to me that he is the oath of _____

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

3 Notary Public for the State of New York
 My Commission Expires on the _____ day of _____, 19____
 FOR ATTORNEY

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

of _____ in the Province of British Columbia, _____ of the _____ DO SOLEMNLY DECLARE THAT

in the Province of British Columbia, this
day of A.D. 19.....
be a copy.

in duplicate
Jm

This Indenture

Made (in duplicate) this **Twenty-fifth** day of **October** in the year of our Lord one thousand nine hundred and twenty-**25**

In Pursuance of the Act respecting Short Forms of Mortgages
Between

KAMEJIRO TSUJI of Mission Municipality in the Province
of British Columbia - Fruit Grower,

(hereinafter called the Mortgagor)

of the **FIRST PART**

AND

JOSEPH A. CLAY, of the same place, Farmer

(hereinafter called the Mortgagee)

of the **SECOND PART**

WITNESSETH that in consideration of the sum of **Six Hundred and fifty** -----

----- **(4650.00.)** ----- Dollars of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), the said Mortgagor **DOTH GRANT** and Mortgage unto the said Mortgagee, his heirs and assigns **FOR EVER:-**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the **District of New Westminster** Province of British Columbia, more particularly known and described as

----- **Lot Nine (9) in subdivision of the South west quarter**
(S.W. 4) of Section Twenty (20) Township Seventeen (17)

Map 905, Municipality of Mission. Save and Except the North-easterly
40 by 60 feet heretofore conveyed.

TOGETHER with all buildings, fixtures, contents, commons, ways, profits, privileges, rights, easements, and appurtenances to the said hereditaments belonging or with the same or any part thereof held or enjoyed or appurtenant thereto; and all the estate, right, title, interest, property, claim and demand of him, the said Mortgagor in, to or upon the said premises,

PROVIDED this mortgage to be void on payment of Six Hundred and fifty Dollars of lawful money of Canada, with interest at (6.50.00.) per cent. per annum, both before and after maturity, as follows: The said principal sum of \$650.00. is to be paid on the 25th day of October 1929.

interest for the same at the rate aforesaid, payable by equal instalments of \$2.50. on the 25th day of April and October respectively in each and every year until the principal is paid, without any deduction whatsoever, the first payment of interest to be due and payable on the 25th day of April 1927 AND TAXES and performance of Statute Labor.

AND the said Mortgagor **COVENANTS** with the said Mortgagee that he will pay any Tax which may hereafter be levied on the Mortgagee in respect of the Mortgage money and interest. **THE** said Mortgagor **COVENANTS** with the said Mortgagee **THAT** the Mortgagor will pay the Mortgage money and interest and observe the above proviso. **THAT** the said Mortgagor has a good title in fee simple to the said lands. **AND THAT** he has the right to convey the said lands to the said Mortgagee.

AND THAT on default the Mortgagee shall have quiet possession of the said lands, free from all incumbrances.

AND THAT the said Mortgagor will execute such further assurances of the said lands as may be requisite.

AND THAT the said Mortgagor has done no act to incumber the said lands.

AND THAT the said Mortgagor will insure the buildings on the said lands to the amount of not less than their full insurable value.

AND the said Mortgagor doth **RELEASE** to the said Mortgagee **ALL** his **CLAIMS** upon the said lands, subject to the said Proviso.

PROVIDED, that the said Mortgagee on default of payment for **three** month may on **giving one month's** notice enter on and lease or sell the said lands, **PROVIDED** that the said Mortgagee may distrain for arrears of interest; **PROVIDED** that in default of the payment of the interest hereby secured, the principal hereby secured shall become payable.

PROVIDED ALSO, that no purchaser at any sale purporting to be made in pursuance of the aforesaid power, shall be bound or concerned to see or enquire whether any such default has been made or continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity, or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly, and the remedy (if any) of the Mortgagor, in respect of any impropriety or irregularity whatsoever in any such sale, shall be in damages only.

PROVIDED ALSO, that no purchaser at any sale purporting to be made in pursuance of the aforesaid power, shall be bound or concerned to see or enquire whether any such default has been made or continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency of the stipulations subject to which such sale shall have been made, or otherwise as to the propriety of such sale or regularity of its proceedings, or be affected by notice that no such default has been made or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or irregular; and notwithstanding any impropriety or irregularity, or notice thereof to such purchaser, the sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly, and the remedy (if any) of the Mortgagor, in respect of any impropriety or irregularity whatsoever in any such sale, shall be in damages only.

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands. **PROVIDED ALSO** that any notice or notices to be given under the provisions of this Mortgage may be effectually given during the lifetime of the said Mortgagor or after his death by leaving such notice or notices with some person on the said lands, if occupied, or by posting the same thereon, if unoccupied, or at the option of the Mortgagee by publishing the same in two consecutive issues of some newspaper published or circulating in the of

and such notice or notices shall be sufficient, though not addressed to any person by name, and notwithstanding any person to be affected thereby may be unborn, unascertained or under disability.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them, (where the context or the parties so require).

In Witness Whereof the said parties have hereunto set their hands and seals.

SIGNED, SEALED and DELIVERED

In the presence of

Signature of Witness

Street Address

City or Town

Occupation of Witness

Washington St.

Mission City D.C.

Notary Public

Kamejima Tami

day of
in the Province of British Columbia, this
192

Sworn before me at

1. I am the subscribing witness to the said instrument and am of the full age of twenty-one years
2. I know the said part, and that
3. The said instrument was executed at
4. the part, thereto, for the purposes named therein.

I was personally present and did see the within instrument duly signed and executed by
of the
in the Province of British Columbia.

Province of British Columbia
To Wit:

AFFIDAVIT OF WITNESS

Note:—Where the person making the acknowledgment is personally known to the Officer taking the same, strike out the words in brackets

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

Mr. J. A. Clay
in the year of our Lord, 192, and nine hundred and

at
in the Province of

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office
executed the same voluntarily, and is of the full age of twenty-one years.

the person mentioned in the annexed instrument as
, who is personally known to me, appeared
(whose identity has been proved by the evidence of
in the Province of British Columbia

day of
192, at

3. I hereby certify that, on the
FOR MAKER (INCLUDING MARRIED WOMAN)

192 6

March October 25th

Kamejiru Tsuli

—TO—

Joseph A. Clay

Mortgage

SHORT FORM

The Clarke & Stuart Co., Ltd.
Vancouver, B.C.

Form No. 5

Lot 9

S.W. 1/4 of Sec. 20

Tp. 17

MISSION N.W.D.

5631

Articles of Agreement

Made in duplicate the **Twenty fifth** day of **October** in the year
of our Lord one thousand nine hundred and twenty-**nine**

BETWEEN

JOSEPH A. GLAY farmer of Mission Municipality in the
Province of British Columbia.

State Full Name,
Address and
Occupation

Hereinafter called the "Mortgagee"

AND

KAMEJIRO TSUJI of the same place, **FruitGrewer**

State Full Name,
Address and
Occupation

Hereinafter called the "Mortgagor"

WHEREAS by an Indenture of Mortgage dated the **25th** day of **October**
one thousand nine hundred and **twenty six** the said Mortgagor did convey unto the
said Mortgagee, ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying
and being in the **District of** of **New Westminster**
in the Province of **British Columbia** and more particularly
known and described as **Lot Nine (9) in subdivision of the South west**
quarter of Section Twenty (20) Township Seventeen (17)
SAVE AND EXCEPT the North easterly 40 by 60 feet
heretofore conveyed, Municipality of Mission Map 906.

according to the registered map or plan of the said sub-division deposited in the Land Registry Office
at the City of **New Westminster** --- in the said Province and numbered
86651 by way of Mortgage to secure repayment of the sum of
six Hundred and fifty ----- dollars (**\$650.00.**) payable on
the **25th** day of **October** ----- **1929** with interest thereon
as therein mentioned, and there is still due under the said Indenture the sum of
six Hundred and fifty ----- dollars (**\$650.00.**) but all interest
has been paid up to date hereof:

AND WHEREAS the said Mortgagee is the person entitled to receive the moneys secured or intended
so to be by the said Indenture of Mortgage and who is the registered owner of the said Mortgage and
the said Mortgagor is the owner of the said lands and premises hereinbefore described subject to the
said Mortgage:

AND WHEREAS the Mortgagee has applied to the Mortgagee to extend the time for payment of the

said sum of **six hundred and fifty** Dollars **(\$650.00)** from the said **twenty fifth (25th)** day of **October** **1928** to the **twenty fifth (25th)** day of **October** **1928** which the Mortgagee has agreed to do on the terms and conditions hereinafter set forth:

NOW THESE PRESENTS WITNESSETH and the said parties hereto do hereby mutually covenant, promise and agree each with the other as follows:

The Mortgagee will not call in the principal sum of **six hundred and fifty** Dollars **(\$650.00)** secured by the said Indenture of Mortgage before the said **25th** day of **October** **1928** provided that the Mortgagee shall punctually make the payments of interest thereon according to the terms of these presents, and shall punctually make all payments agreed to be made by the Mortgagee under the covenants on the part of the Mortgagee therein mentioned contained in the said Indenture of Mortgage save so far as the same are varied by these presents and time shall be the essence of this proviso.

The Mortgagee will pay the said sum of **six hundred and fifty** Dollars **(\$650.00)** on the said **25th** day of **October** **1928** and will in the meantime pay interest thereon, or on so much thereof as shall for the time being remain unpaid at the rate of **ten (10)** per cent. per annum until the said sum of **six hundred and fifty** Dollars **(\$650.00)** will be fully paid and satisfied.

The Mortgagee will also pay interest on overdue interest at the rate aforesaid with monthly rests. The Mortgagee will pay interest due under the said Indenture of Mortgage, but at the rate aforesaid, by equal **annual** payments on the **25th** day of **April** **1928** in each and every year without any deduction, the first of such payments to be made on the **twenty fifth** day of **April** **1928**

THE MORTGAGOR shall have the right to pay off the said sum of **six hundred and fifty** Dollars **(\$650.00)** before the said **25th** day of **October** **1928** (but not until after from the date hereof,) on any of the days appointed for payment of interest, by paying with the principal moneys then unpaid, interest at the rate aforesaid to the date of such payment together with months' interest in advance by way of a bonus for the privilege of making such payment.

THE MORTGAGOR shall be bound by and shall perform all provisions, covenants, conditions and agreements contained in the said Indenture of Mortgage and on the part of the Mortgagee therein mentioned agreed to be observed and performed, save so far as the same are altered or varied by these presents.

IF THE MORTGAGOR shall fail to punctually make any payments of interest in the terms of these presents, and so often as such failure shall occur, or shall fail to punctually make any payment or fail to do any act to be made or performed by the Mortgagor under the covenants on the part of the Mortgagor therein mentioned contained in the said Mortgage save so far as the same are varied by these presents, then the moneys secured by the said Indenture of Mortgage shall immediately become due and payable, and the powers of sale and all other powers ancillary thereto may be forthwith exercised by the Mortgagee as if these presents had not been made.

Wherever the singular or the masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them, (where the context or the parties so requires.)

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

Signed, Sealed and Delivered

By the Mortgagor in the Presence of

State Full Name,
Address and
Occupation of
Witness

Mission City B.C.

Notary Public

as to signatures of both parties

Signed, Sealed and Delivered

By the Mortgagor in the Presence of

State Full Name,
Address and
Occupation of
Witness

Joseph Alfred Clay
Kamejima Tsuji

FOR MAKER (INCLUDING MARRIED WOMAN)

I hereby Certify that, on the 25th
Mission City

----- JOSEPH A. CLAY -----
oath of
before me and acknowledged to me that
the maker thereof, and whose name
contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

he is
is

day of October 1929, at
, in the Province of British Columbia,
(whose identity has been proved by the evidence on
, who is) personally known to me, appeared
the person mentioned in the annexed instrument as
subscribed thereto as party, that he knows the
contents thereof, 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 -----
British Columbia, this 25th day of October
in the year of our Lord, one thousand nine hundred and twenty- nine

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

FOR ATTORNEY

3 Herby Gertty that, on the day of 1922, at
in the Province of British Columbia
(whose identity
, who is)
personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name
of
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument, and is still alive to the best of his belief, and that
he, the said
instrument, and subscribed the name of the said
as the free act and deed of the said
attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
in the Province of British Columbia, this
day of
thousand nine hundred and twenty-

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

Extension of Mortgage
Kamejaro Temji
- AND -
Joseph A. Clay
Dated October 25th 1922

The Clarke & Stuart Co., Ltd., Law Printers and
Stationers, Vancouver, B. C. Form No. 64.

FOR WITNESS

Province of British Columbia
To Wit:
I,
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
day of 1922

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

Articles of Agreement

Made in duplicate the **Twenty second**
of our Lord one thousand nine hundred and thirty-two
BETWEEN

day of **October**

in the year

JOSEPH A. CLAY farmer of Mission in the Province of
British Columbia

State Full Name,
Address and
Occupation

Hereinafter called the "Mortgagee"

AND

KANEJIRO TSUGI farmer of the same place.

State Full Name,
Address and
Occupation

Hereinafter called the "Mortgagor"

WHEREAS by an Indenture of Mortgage dated the **22nd** day of **October**
one thousand nine hundred and **twenty nine** ... the said Mortgagor did convey unto the
said Mortgagee, ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying
and being in the **District** of **New Westminster**
in the Province of **British Columbia** and more particularly
known and described as **Block Nine (9) of the South west quarter of**
Section Twenty (20) Township Seventeen - Municipality of Mission.

according to the registered map or plan of the said sub-division deposited in the Land Registry Office at
the City of **New Westminster** in the said Province and numbered

Six Hundred and fifty by way of Mortgage to secure repayment of the sum of
the **22nd** day of **October** Dollars (\$ **650.00.**) payable on
19 **22** with interest thereon

as therein mentioned, and there is still due under the said Indenture the sum of
Six Hundred and fifty Dollars (\$ **650.00.**) but all interest
has been paid up to date hereof:

AND WHEREAS the said Mortgagee is the person entitled to receive the moneys secured or intended so to
be by the said Indenture of Mortgage and who is the registered owner of the said Mortgage and the said
Mortgagor is the owner of the said lands and premises hereinbefore described subject to the said Mortgage:

650.⁰⁰/₁₀₀
75⁰⁰/₁₀₀

AND WHEREAS the Mortgagee has applied to the Mortgagee to extend the time for payment of the

said sum of **Six Hundred and Fifty**

Dollars (\$ 500.00) from the said

October to the **22nd** day of

1935 which the Mortgagee has agreed to do on the terms and

conditions hereinafter set forth:

NOW THESE PRESENTS WITNESS and the parties hereto do hereby mutually covenant, promise and agree each with the other as follows:

The Mortgagee will not call in the principal sum of **Six Hundred and Fifty**

Dollars (\$ 500.00) secured by the said Indenture of

Mortgage before the said **22nd** day of **October**

1935 provided that the Mortgagee shall punctually make the payments of interest thereon according

to the terms of these presents, and shall punctually make all payments agreed to be made by the Mortgagee under the covenants on the part of the Mortgagee therein mentioned contained in the said Indenture of Mortgage save so far as the same are varied by these presents and time shall be the essence of this proviso.

The Mortgagee will pay the said sum of **Six Hundred and Fifty**

Dollars (\$ 500.00) on the said **22nd** day of

October and will in the meantime pay interest thereon, or on so much thereof as shall for the time being remain unpaid at the rate of **ten (10)** per

cent, per annum until the said sum of **Six Hundred and Fifty**

Dollars (\$ 500.00) shall be fully paid and satisfied.

The Mortgagee will also pay interest on overdue interest at the rate aforesaid with

monthly rests.

The Mortgagee will pay interest due under the said Indenture of Mortgage, but at the rate

aforesaid, by equal **semi annual** payments on the **22nd** day of

April & October in each and every year without any

deduction, the first of such payments to be made on the **22nd** day of

April **1935**

THE MORTGAGOR shall have the right to pay off the said sum of **Six Hundred and Fifty**

Dollars (\$ 500.00) before the said **22nd**

day of **October** **1935** (but not until after

from the date hereof) on any of the days appointed for payment of interest, by paying with the principal moneys then unpaid, interest at the rate aforesaid to the date of such payment together with months' interest in advance by way of a bonus for the privilege of making such payment.

THE MORTGAGOR shall be bound by and shall perform all provisos, covenants, conditions and agreements contained in the said Indenture of Mortgage and on the part of the Mortgagee therein mentioned agreed to be observed and performed, save so far as the same are altered or varied by these presents.

IF THE MORTGAGOR shall fail to punctually make any payments of interest in the terms of these presents, and so often as such failure shall occur, or shall fail to punctually make any payment or fail to do any act to be made or performed by the Mortgagor under the covenants on the part of the Mortgagor therein mentioned contained in the said Mortgage save so far as the same are varied by these presents, then the moneys secured by the said Indenture of Mortgage shall immediately become due and payable, and the powers of sale and all other powers ancillary thereto may be forthwith exercised by the Mortgagee as if these presents had not been made.

Wherever the singular or the masculine is used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of them, (where the context or the parties so requires.)

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

Signed, Sealed and Delivered

By the MORTGAGEE in the Presence of

State Full Name,
Address and
Occupation of
Witness

Mission City B.C.

Notary Public

as to both parties

Signed, Sealed and Delivered

By the MORTGAGOR in the Presence of

State Full Name,
Address and
Occupation of
Witness

FOR MAKER (INCLUDING MARRIED WOMEN)

I Herby Certify that, on the 22nd

Mission City

JOSPH A. CLAY

oath of

before me and acknowledged to me that he is
the maker thereof, and whose name is
contents thereof, and that he executed the same voluntarily, and he is ..
years.

day of October 1901, at

in the Province of British Columbia,

(whose identity has been proved by the evidence of

, who is) personally known to me, appeared

the person mentioned in the annexed instrument as

, that he knows the

of the full age of twenty-one

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

in the Province of

at Mission City

British Columbia, this

in the year of our Lord one thousand nine hundred and

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.

FOR ATTORNEY

I hereby certify that, on the

day of

193 , at

in the Province of British Columbia

(whose identity

who is)

has been proved by the evidence on oath of personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name

of

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

is the same person mentioned in the said instrument, and that he, the said

instrument, and subscribed the name of the said

as the free act and deed of the said

attorney which has not been revoked.

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

at

British Columbia, this

day of

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

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.

Dated October 22nd 193

Joseph A. Olney

—AND—

Kamejire Tengi

Extension of Mortgage

Block
S.W. 1/4 of Sec. 30
Tp. 17,
Mission B.C.D.

650.00
22 paid up 22.00 per

The Charles A. Stuart Co., Ltd., Law Printers and Stationers, Vancouver, B. C.
Form 10

FOR WITNESS

Province of British Columbia
To Wit:

I, of the , 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

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

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

A Commissioner for taking affidavits within British Columbia.

FARM LEASE

THIS INDENTURE made in duplicate the 15th day of April A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

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

Of the First Part

- and -

DOROTHY KENDALL of the same place
Farmer
(hereinafter called the Lessee)

Of the Second Part

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

Block Nine (9) of South West quarter of Section Twenty (20)
Township Seventeen (17) containing five (5) acres more or less

Title 38/77/52375F

TOGETHER with all erections and 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~~ 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 Three hundred (\$300.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

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

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 1943 without any further payment.

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

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
KAMIJIRO TSUJI and DOROTHY KENDALL
in the presence of

M. M. Fletcher

K. Tsuji

Dorothy Kendall

AFFIDAVIT OF EXECUTION

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 KAMIJIRO TSUJI and DOROTHY KENDALL the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.
4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

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

M. M. Fletcher

M. M. Fletcher
A Commissioner for taking affidavits
within British Columbia.

C
O
P
Y

EXTRACT OF LETTER FROM KAMEJIRO TSUJI TO MR. SOLLOWAY

Brother and I talked over about the horse other day and we don't think that we could go back for few years yet so we would like to give it to you but if it too much trouble to keep her sell it.

I am sorry to trouble you but will you kindly send my brother's suitcase and box and carpenters tool box by C.P.R. freight, charges collect. I asked Miss Kendall to send some stuff (gramaphones) but I know they can't make a box to put it in so will you please make a box when you have time.

There is a big cupboard which I started to make just before I come here will you please break it up and make a box. Those tools and logging outfit I haven't reported to the custodians so will you please not tell anybody I have them at your place, and send those thing I mentioned address to J.M. Younie Nobleford Alta. and please let me know how much for labor, material and cartage etc. then I will pay you as soon as I get your letter. I know that you will be busy just before Christmas so if you haven't time after New Years will be all right with us.

PHONE PACIFIC 6121

PLEASE REFER TO

FILE No. 5576

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

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

EXHIBIT No. 589 - 3
DATE Aug. 18/48
FILED BY W.E. Huckvale

May 5th, 1943

Mr. Kamejiro TSUJI,
Registration No. 13346,
c/o Mr. Fred Cook,
Picture Butte, Alta.

Dear Sir:

Re: Providence Washington
Policy No. 69982

Kindly be advised that the above numbered policy has been issued to cover for \$350.00 on dwelling, outhouse & bath, \$100.00 on garage, \$650.00 on dwelling & hothouse, and \$500.00 on hothouse on your property located on Lot 9, SW $\frac{1}{4}$ Section 20, Twp. 17, Municipality of Mission, B.C.

The premium for three years, amounting to \$49.50, is being paid to the Insurance Company. As you have no funds on credit in this office will you kindly let us have your cheque for this amount.

We trust that this arrangement is satisfactory to you. It is in accordance with the terms of the mortgage given by you to Joseph A. Clay of Mission.

The original policy has been mailed to the Mortgagee and we have a copy on file in this office.

Yours very truly,

"S.M. Gibson"

S.M. Gibson
Insurance Department

SMG:KT

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

Oct. 12/48

m. h. m.
J. M.

Nov. 18th/43

Under instructions from the Office of the Custodian,
I have Appraised the following list of goods on the farm of
"K.Tsuji, 3922 Silverdale Rd., Mission, B.C. "

Lot # 1	App 40 ft of Kit Floor covering	\$7.50
	1 McClary Range	30.00
	6 Window blinds	
	6 Curtain rods	
	1 screen door / window screens	2.00
	1 Light fixture	2.50
	1 Wardrobe Cuboard H.M.	15.00
	1 Set 240 lb scales/part missing	10.00 8.00
	1 Partly made chest	2.50
		\$ 66.50

Signed

G. J. Lawrence
Appraised

NAME Kamejire TSUJI

REGISTRATION NO. 13346

FILE NO. 5576

The following chattels were sold by public
auction at MISSION, B. C. on December 8, 1943.

✓ 3 small Mattresses	\$ 4.50 F
✓ 1 Air Tight Heater	2.50 ✓
✓ 1 Tea Kettle	.35 C
✓ 1 Iron Pot	2.00 C
1 Barn door track & fittings	4.50 <i>here</i>
✓ 1 Cabinet	1.70 F
2 Tennis Rackets - old	.25 <i>here</i>
1 Scythe Blade	.35 F
1 Ironing Board	1.60 F
✓ 1 small Pressure Cooker	2.00 C
✓ 2 Pots	.35 C
✓ 1 Alarm Clock	.85 <i>here</i>
✓ 1 Bottle Capper	.50 C
✓ 1 Wooden Tray	.40 C
Total Total Carried Forward	\$ 21.85
Less Expenses	\$
Net Proceeds Credited:	\$

~~Witnessed by Special Agent in Charge~~

~~Witnessed by Special Agent in Charge~~

~~Witnessed by~~

NAME Kamejire TSUJI

REGISTRATION NO. 13346

FILE NO. 5576

The following chattels were sold by public
auction at MISSION 3, B. C. on December 8, 1943.

Brought Forward	\$ 21.85
1 Flower Stand	1.00 F
2 Vases	.35 C
Glassware	4.70 C
1 small Electric Lamp	.75 F
1 Kitchen Table	1.25 F
5 1-gal. Jars	.75 C
4 boxes Miscellaneous Oddments	20.30 <i>min</i>
2 boxes Flower Pots	1.20 <i>min</i>
2 1-gal. Crocks	1.00 C
1 small Suit Case	.30 <i>min</i>
1 Sifter	.25 C
1 2-gal. Oil Can	.30 T
1 Scrubbing Board	.90 F
Total: Carried Forward	\$ <u>54.90</u>
Less Expenses:	\$ <u> </u>
Net Proceeds credited:	\$ <u> </u>

~~Members of Custodian Staff Present.~~

~~Extracted from Auctioneering List No.~~

~~Examiner.~~

NAME Kamejire TSUJIREGISTRATION NO. 13346FILE NO. 5576

The following chattels were sold by public
 auction at MISSION 3, D. C. on December 8, 1943.

Brought Forward	\$ 54.90
✓ 2 Double Beds & springs	1.75 F
✓ 1 Round Table - homemade	.50 F
1 5-gal. Crock	2.25 C
2 Wooden Tubs	1.80 <i>hire</i>
1 Cooler	1.25 F
1 Brush Scythe Blade	1.40 F
2 Flower Baskets	.30 F
✓ 1 Mail Box	5.50 <i>hire</i>
1 Fishing Basket	2.70 <i>hire</i>
1 Copper Tank Sprayer	21.00 <i>OK</i>
✓ 1 small Table	1.00 F
✓ 1 Straw Mat	1.00 F
✓ 1 small Cabinet	1.00 F
Total Carried Forward	\$ 96.35
Less Expenses:	\$
Net Proceeds Received:	\$

~~Members of Custodian Staff Present.~~

~~Extracted from Advancing File No.~~

~~Remarks.~~

(6)

(4)

NAME Kamejiro TSUJI

REGISTRATION NO. 13346

FILE NO. 5576

The following chattels were sold by public
auction at Mission 3, B. C. on December 8, 1943.

Brought Forward	\$ 96.35
1 small Table	.25 F
17 Tubs	4.25 <i>min</i>
2 Post Hole Diggers	1.40 T
1 Broad Axe	1.30 T
1 broad axe head	1.50 T
1 Long Handled Pruner	2.00 T
X 2 Sledge Hammers	1.10 T
X 2 Pickeroons	1.10 T
X 1 Mattock	.25 T
X 1 Shovel	.80 T
X 1 Peevy	.50 T
X 2 Crow Bars	1.50 T
1 Single Bed & Spring	.50 F
Summation Total Carried Forward	\$ <u>112.80</u>
Less Expenses	\$ <u> </u>
Net Proceeds	\$ <u> </u>
Members of Auctioneering Firm Present	
Approved from Auctioneering Firm No.	
Remarks	

NAME Kamejima TSUJI

REGISTRATION NO. 13346 FILE NO. 5576

The following chattels were sold by public
auction at Winston 3, N. C. on December 8, 1943.

Brought Forward	\$112.80
1 small Cabinet	2.40 F
X 1 box Heater	9.00 ✓
X 7 Chairs	2.90 F
1 chest of Drawers	5.00 F
X 2 Screen Doors	3.25 ✓
X 1 Carpenters Tool Box & Tools	39.35 ✓
2 small Kegs	1.50 ✓
X 1 small Engine	10.00 ✓
X 15 8 -inch Tiles	1.75 ✓
X 1 Brooder Stove	3.00 ✓
X 100 ft. 3/8" Cable	.70 ✓
X 1 20-ft. Chain with dogs	2.50 ✓
X 1 Garden hose	10.05 ✓
Total: Carried Forward	<u>\$204.20</u>
Amount Received	<u>\$</u>
Amount Received	<u>\$</u>
Amount of Cash on Hand	
Amount of Cash on Hand	
Amount of Cash on Hand	

NAME Kanejiro TSUJI

REGISTRATION NO. 13346

FILE NO. 5576

The following chattels were sold by public
auction at MISSION 3, B. C. on December 8, 1943.

Brought Forward	\$ 204.20
1 Single Bed and spring	11.00 F
X 2 Single Trees	2.20 T H
X 1 Double Pulley Block	1.25 T
X 1 Logging Chain	1.60 T
X 3 Felling Wedges	2.20 T
X 2 sets Harness	37.25 H
X 1 Straight Tooth Cultivator	19.00 M
X 4 Buck-saws	13.25 T
X 1 Wee MacGregor (2 saws)	138.00 ✓
X 1 Garden seeder	8.00 M
X 1 Plow	8.00 M
X 1 Straight Tooth Harrow	4.50 M
X 1 Single Tree	2.00 H
Total: Carried Forward	\$ 432.45
Less Expenses:	\$
	\$

~~PROPERTY OF CUSTOMER STAFF PROPERTY~~
~~PROPERTY FROM AUCTIONEERING FIRM NO.~~
REMARKS

NAME Kamejiro TSUJI

REGISTRATION NO. 13346

FILE NO. 5576

The following chattels were sold by public
auction at MISSION 3, B. C. on December 8, 1943.

Brought Forward	\$452.45
X 1 Neck Yoke	1.00 H
X 1 Wood cutting machine, complete	65.00 ✓
✓ 2 Automobile Bumpers	1.00 H
X 3 Barrels	5.75 ✓
1 Horse Cart	6.50 M
✓ 3 Benches	1.45 F
✓ 1 Wheelbarrow	2.00 T
X Lumber	4.50 ✓
✓ 1 Sleigh	1.00 M
1 Cabinet	8.00 F
✓ 1 Single Bed & springs	.50 F

Total:		\$549.19
Auctioneer's Fee	\$ 54.91	
Less Expenses: Advertising & Bank Chgs.	2.07	\$126.73
Moving	64.75	
Rent of Auction Hall	5.00	
Net Proceeds Credited:		\$422.42

Members of Custodian Staff Present. Mr. Ure.

Extracted from Auctioneering list No. Mission 3.

Remarks.

Mission City, B. C.,

December 14, 1943.

Under instructions from the Department of the Custodian, I have valued goods of K. Tsuji as follows:

1 Only Horse

\$ 25.00

Signed:

A. D. Lawrence
Appraiser

NAME TRUIT, Lemellro

REGISTRATION NO. 13346

FILE NO. 5576

The following chattels were sold by public
auction at Mission, B. C. on February 16, 1944.

1 Stump puller

\$ 30.00 M

Total:

(Auctioneer's Fee \$ 3.00
Less Expenses: (Advertising .33
(Rents .50

\$	30.00
\$	3.83
\$	26.17

Net Proceeds Credited:

Members of Custodian Staff Present.

Mr. Ure

Extracted from Auctioneering list No.

Mission 7.

Remarks.

Not on inventory list.

606
5576
R. R. #1., Whonock, B. C.
April 26th, 1944.

Dept. Of Secretary of State.

Dear Sirs:

Please find below appraisal value of the following
property:

Mission Municipality

No. 606—Cor. Silverdale & Hurd Rd
Blk. 9 N. E. Pt 40X 60 S.W. 20. Tp. 17.

This property consists of an old hall converted to a
dwelling, which is in very poor condition, and of very
little value. Good site for building.

Value of building	\$100.00
Value of Lot	100.00
Total Value	\$200.00

Wm H. Ansell
Appraiser

12th July, 1944.

I.T. Barnet Esq.,
 District Superintendent,
 Soldier Settlement & Veterans' Land Act,
 518 Rogers Building,
 Vancouver, B.C.

Dear Sir,

Re: Kamejiro Tsuji
Lot 9.

This will acknowledge receipt of your letter of the 10th instant.

You will appreciate that the original offer to purchase and the acceptance thereof was based upon a typewritten list giving a brief legal description of the properties involved.

It has always been my understanding that before the transfer of these properties could be completed each parcel would need to be considered on its merits and that both additions and withdrawals would be made depending upon special circumstances. In line with this, in some cases additional portions of a property which did not appear in the original offer to purchase have been included for the nominal consideration of \$1.00.

Our policy is to give proper consideration to white persons involved as well as the interests of the Japanese. In this case the loan on the 40x60' portion may have been made with the knowledge that the Japanese was the owner of the whole of lot 9. To leave the Japanese with this small part somewhat heavily mortgaged would mean that we are giving protection to the Mortgagee of the larger portion at the expense of the Mortgagee of this small portion.

The following is the position as far as the outstanding charges are concerned:

Charges against lot 9 (excepting 40 x 60') including all taxes as the assessment covers the whole of lot 9	\$929.13
for which your present offer is for \$786.00.	
Charges against the 40 x 60' portion of lot 9	\$259.47
The total required to clear the whole of this property being	<u>\$1,188.60</u>

NEW WESTMINSTER OFFICE
333 WESTMINSTER TRUST BUILDING
PHONE 515

MISSION CITY OFFICE
GATHERWOOD BUILDING
PHONE 86

ALEXANDER S. DUNCAN
BARRISTER AND SOLICITOR

New Westminster, B.C.,
August 19th., 1944.

Soldier Settlement of Canada,
518 Rogers Building,
Vancouver, B.C.

Rec'd	AUG 22 1944
File No.	5576
Ans.	ROA
Refered	

Dear Sirs;

Attention of Mr. Richardson

Re Kamejiro Tsugi
Your file No. JL-25

I beg to advise you that my client Mrs. Mary
Faulkner is willing to accept the sum of \$225.00 in
full of her mortgage. I will prepare a Discharge of
the mortgage within the next few days if you wish.

Yours truly,

D.

ALEXANDER S. DUNCAN

Balance Mortgage full 275
Discharge fee 3.50

278.50





CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. 5576

PLEASE QUOTE BC/674P

J.L. 25

518 Rogers Building,
VANCOUVER, B.C., August 15, 1944.

Mr. F.G. Shears,
The Director, Office of the Custodian,
506 Royal Bank Building, VANCOUVER, B.C.

Dear Sir:

Re: Kamejire TSUJI - Lot 9 of SW $\frac{1}{4}$ Sec. 20, Tp. 17,
Map 905, including the N.E. $\frac{1}{4}$ 40x60 feet,
portion of Lot 9.

Further to my letter of the 12th instant, I now have
before me further correspondence in this case, and wish to make an
amended offer to purchase.

Please be advised that we are prepared to take title
to this property, and pay the sum of \$1,188.00 cash as per your letter
of July 12th.

Yours truly,

I. T. BARNES
District Superintendent.

Per.

cc B/c 4595

VLA 104

AB:B

4
765

5576

August 22, 1944.

Mr. Alexander S. Duncan,
Barrister and Solicitor,
500 Westminster Trust Building,
New Westminster, B. C.

Dear Sir:

Re: Kamejiro TSUJI and Mrs. Mary Faulkner,
property - part 40 x 60 ft. Lot 9, SW $\frac{1}{4}$
of Sec. 20, Municipality of Mission.

We have for acknowledgement yours of the 19th instant, advising that your client, Mrs. Mary Faulkner, is willing to accept the sum of \$225.00 in full settlement of mortgage principal and interest.

We are enclosing herewith our cheque, payable to Mary Faulkner, in the amount of \$228.50 which you will note includes your fee of \$3.50 for drawing up Discharge of Mortgage. This cheque is forwarded with the understanding that you will immediately supply us with executed Discharge.

Yours truly,

R. D. Richardson,
Farm Department.

Enc.
RDR/EG

NAME TSUJI, Kamejiro

REGISTRATION NO. 13346

FILE NO. 3576

The following chattels were sold by public
 auction at Hanay, B. C. on December 14, 1944.

Tea set	\$ 1.25 C
Globe map	1.00 <i>miss</i>
Boxes etc.	1.00 <i>miss</i>
Smokers stand	3.50 F
Tray etc.	0.25 C
Ornaments	1.00 <i>miss</i>
Tray etc.	0.50 C
Ornaments and small figures	0.50 <i>miss</i>
Silver tray	0.25 C
Frames, boxes	1.50 <i>miss</i>
Cushions	1.25 F
Baskets and sundries, knitting needles etc.	2.50 <i>miss</i>
Box sundries, Inas decorations etc.	1.50 <i>miss</i>
Tumblers	1.00 C
Tea set	1.00 C
Kitchenware	0.35 C
Smokers stand	1.25 F

Total	(Auctioneer's Fee: \$ 1.96	\$ 19.60
Less Expenses:	(Advertising: 0.22	\$ 8.65
	(Movings: <u>6.47</u>	
Net Proceeds Credited:		<u>\$ 10.95</u>

Members of Custodian Staff Present. Mr. Moryson

Extracted from Auctioneering List No. Hanay 11.

Remarks.

1975, 1976,
1977, 1978.

309 Royal Bank Building,
Vancouver, B.C.,
April 29th, 1945.

J. H. Stewart, Esq.,
Official Administrator,
The Trustee, B.C.

Dear Sir:

Re: Estate of Isadore TSVI, Deceased

We are advised by the B. C. Security Commission that the above named Japanese, who prior to evacuation, resided at Silverdale Road, B.C., B. C., died on October 10th, 1941, at Kamloops, Alberta, and we are willing to request that you kindly undertake the administration of his estate.

We have no information as to whether the deceased left a Will and our file indicates that his family consisted of the following:

Isadore TSVI, Widow, R. R. #1, Kamloops, Alberta.
Tamiel TSVI, Son, R. R. #1, Kamloops, Alberta - Age 22.
Miriam (deceased) TSVI, Son, R. R. #1, Kamloops, Alberta - Age 30. SIS/

We are informed by the I.O.M.P. that all the above named survivors are Japanese Nationals.

Assets of the Deceased of which we have knowledge are as follows:

Credit balance with the Bank of Montreal \$150.75. This balance is subject to a charge for legal fees in connection with the sale of real property made prior to the date of death.

21 Shares Pacific Co-operative Union. Per value \$10.00 each. Redeemable December 30th, 1945 and 1946.

210 dca - 46 - 100⁰⁰ - Rec 30/46
1 dca - 45 - 100⁰⁰ - Rec 30/45 } in dca file

210 700 - redeemable -

975, 496,
431, 591.

April 20th, 1943.

L. E. Wright, Esq.,

25 South Pacific Co-operative Union, San Francisco. For value \$10.00
value value unknown.

1 Share United Farmers Co-operative Exchange, San Francisco. For value \$10.00.

The shares of the Pacific Co-operative Union and the United Farmers
Co-operative Exchange have been transferred to the Custodian in New York for all
Farmers Shareholders. As funds are received from the redemption of the Pacific
Co-operative Union stock, we will remit to you as administrator.

We have no claim to file against the deceased.

We will be pleased to have you advise us as to your willingness to
act in this capacity, and when letters of Administration are issued to you,
kindly forward a certified copy to this office so that we may remit the funds
now in our hands.

Yours truly,

L. E. WRIGHT
COUNSEL TO THE CUSTODIAN

SW/573

Farm Appraisal Report

Page 1

U.S. Form No. 40
(Sheet 1)

File No. 71-25

Land Description S.W. 1/4 Sec. 20, Tp. 17 - Block 9. Containing 5.25 Acres

Owner's Name TSUFI, K. Post Office Address R.R., Mission, B.C. Distance 1 mile

Nearest Rail Point Mission, B.C. Distance " "

Market Town Mission Distance " "

Church (give denomination) All denominations Distance " "

Nearest School Mission Distance " "

State how property was identified: By map and roads.

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

Is this district a good one? Fair.

Employment opportunity Seasonal.

Predominating Nationality and religion: British, Protestant.

Describe fencing and its condition: Partly fenced three sides, poor. Value \$ -

Water supply: Water piped into house from city system. Value \$ -

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	16 x 22	Frame	9'	Shgl.	Old	Sills on poor ground		400.00
BARN	14 x 22		8'					
Shed	20 x 30	Frame	8'	Shgl.	15 yrs.	"	Fair	300.00
Shed	10 x 18		8'					
Shed	20 x 30	Frame	16'	Shgl.	20	Sills on Fair blocks		500.00
Shed	14 x 30	"	12'	"	"	"	"	25.00
Garage	12 x 18	"	8'	"	"	"	"	

Total present day value \$ 1125.00

\$ 500.00

Total Value Buildings add to farm

Is dwelling habitable without repairs?

habitable? Now habitable.

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

Describe the basement and chimneys: No basement; one concrete chimney from ground, others stove-pipe.

No. rooms downstairs? 4 Upstairs? - How finished Boarded.

Are buildings painted? No. Condition of paint -

Distance from nearest bush No bush near.

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

BC/874-2
BC/2401-2

Page 2

Cultivated Land			KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL			
Level	Light loam 8-10"	Clay	Logans, rhubarb, asparagus, ramps, gooseberries, few fruit trees-small fruits & asparagus.	60	300.00
Area which can be cultivated without cost other than for breaking.					
LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.					
LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
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 \$ 300.00

Total added by buildings to value of farm \$ 500.00

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

Total value of farm \$ 800.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Farm in good state of cultivation, fertility fair. Crops are coming along nicely. Buildings vacant. Rented to Dorothy Kendall, who stated that she had paid the owner \$300.00 cash rent for 1942.

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

Noxious weeds:

Fairly free of weeds.

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

1942 taxes - \$31.20.

Mission Municipality.

Date: May 6th, 1942.
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 6th day of May 1942.

Inspector's Signature

"R. W. BROWN"

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

AS - THUR, K.

Farm Appraisal Report

The soil on this lot is a good loam and is productive. Property is in a good state of cultivation, is level, and has been well farmed. Fences on three sides are in poor shape. Domestic water from the city system is piped into house. There are some fruit trees but they have little or no commercial value. The logans, rhubarb, asparagus, raspas and gooseberries promise well. Property is on the corner at the junction of the Silverdale and Hurd roads.

There are more buildings on this property than are needed and they are not in good condition. I understand that three families lived in these buildings. Electric light in buildings.

The soil on this lot is good but the acreage limited and there are more buildings than necessary.

Neither crops nor canes and plants have been valued.

(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.)

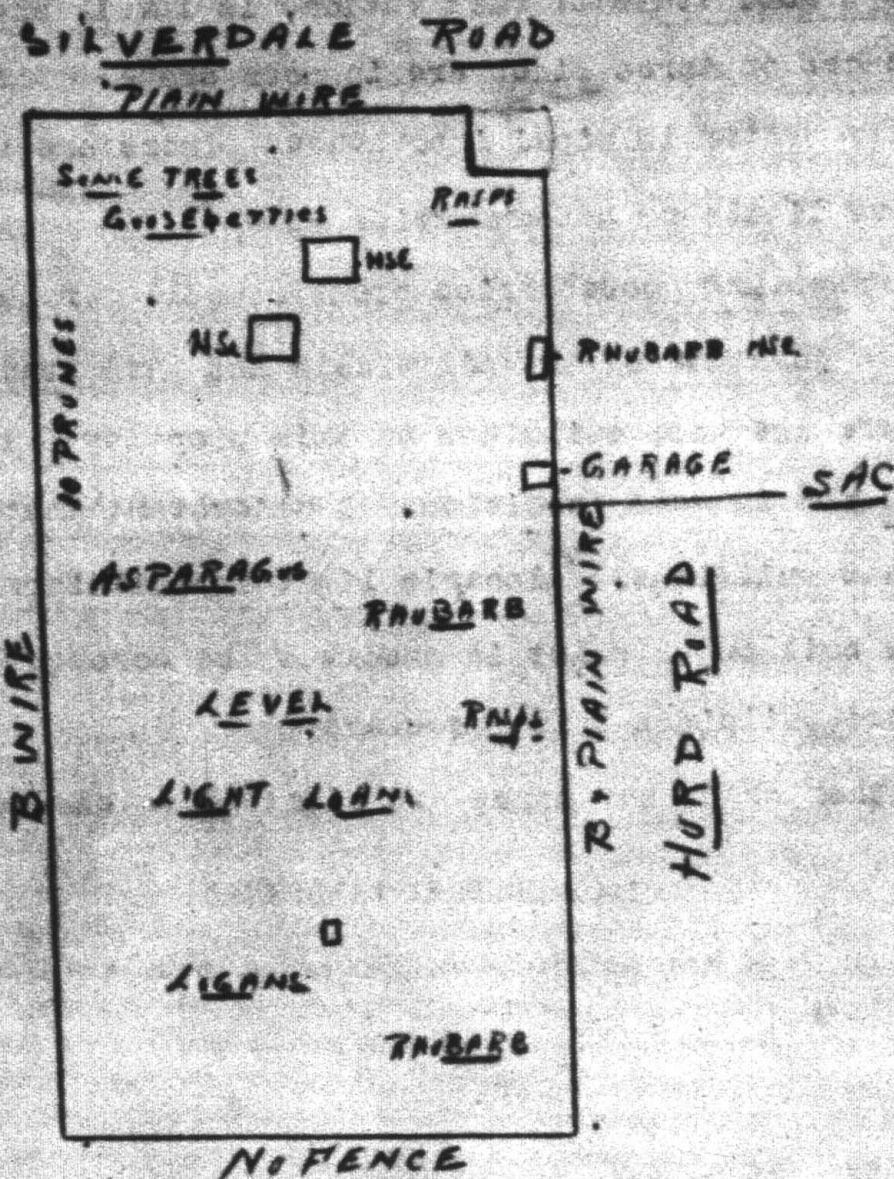
Present Value

\$
\$
\$
\$
\$
\$
\$
\$
\$
\$
\$

Total \$

Amount fruit trees add to value of farm \$

Diagram of Property SCALE = 2CM



Lot 9 of SW 1/4 Sec 20 T4P17 MAP 905 - SAC

A. Tsuji

R.W. BROWN

Following careful review of this appraisal report, it is my opinion that the present value is \$ 1000.00

Date 15th May 19 48.

"I. T. BARNET"
District Superintendent.

JAN 6 - 1945

J.L. No. 25

Canada

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

JAPANESE EVACUATION SECTION

File No. 5576
Reg. No. 13346

506 Royal Bank Building,
Vancouver, B. C.

Mr. Kamejiro TSUJI,
c/o Fred Cook, J.I.,
Picture Butte, Alta.

Dear Sir:

Re: Municipality of Mission - Lot 9 of the South West Quarter
of Section 20 Township 17 Map 905 in the District of New Westminster.
C. 12375 and 52376.

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	\$ 1,188.60
	47.60
Add:	
Unexpired insurance premium as at January 1st, 1943	<u>1,236.20</u>

Less:

Tax arrears to December 31st, 1942	\$	
Registration fee	3.00	
Discharge of Mortgage	2.00	
Encumbrance—Principal (J.A. Clay)	650.00	
—Interest	115.23	
Principal (M. Faulkner)	163.98	1,110.53
Net proceeds of sale (Interest & Discharge)	64.52	<u>125.67</u>
Net Proceeds of sale		<u>125.67</u>

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	Jan. 1	Land Registry Office	Certificate of Encumbrance	2.00	Debit	Credit	Balance
		Cr. re Sale of Property	Fire Insurance Premium	49.50		125.67	
1944	Jan. 20	Chattel sold to Tenant	Expenses re Horse	2.00		2.25	
		Proceeds of Auction Sale	Chattels sold to Tenant		422.42		
		Freight Charges		28.14		46.35	
March 8		Interest on P.C.U. Shares			3.40		
		" " " "			.20		
		" " " "			.80		
11		Proceeds of Auction Sale			26.17		
29		P. C. U. Shares redeemed			30.00		
April 22		P.C.U. Mutual Aid Fund		4.00			
May 10		Cheque to Kamigiro TSUGI		100.00			
June 6		" " " "		300.00			
Dec. 16		M. Ebluszaki Account paid		25.45			
				511.09		657.26	
							146.17 Cr.

July 6, 1945.

MEMORANDUM: File 5576

From: W. E. Anderson

Re: Kamejiro TSUJI, Reg. No. 13346 (Deceased)

Subject Japanese declared a substantial quantity of chattels, and same were inventoried on May 7, 1942, a short time after subject Japanese was evacuated on April 1, 1942.

A very complete re-check of the inventory was made on May 4, 1943, and complete liquidation was made. All chattels have been accounted for, including a certain quantity shipped to the owner.

The following evidence appears on file, accounting for same:

November 18, 1943: Chattels appraised and sold to tenant, netting \$46.35.
December 8, 1943: Auction at Mission, netting \$422.42.
December 14, 1943: Goods appraised and sold, netting \$2.25.
December 14, 1943: Horse appraised and accepted in full settlement of storage account of \$60.00.
January 5, 1944: Shipment to owner.
February 16, 1944: Mission Auction, netting \$26.17.
December 14, 1944: Hanev Auction, a portion of the stored goods sold, netting \$10.95.

The following articles, classified as personal and of a sentimental value, are stored in the Hanev Buddhist Temple:

Picture Frames
2 Boxes Books
1 Box Records
1 Box Picture Frames.

The old clothes and quilts were burned, along with a quantity of paper covered books.

W. E. Anderson

Custodian

MAR 28 1945
Western Mutual Aid Society,
515 Granville Street,
Vancouver, B. C.

Dear Sirs:

Re: Policy No. 461/1461

Kanehiro TSUJI, #13346, Dec'd.

You are hereby authorized to pay the net
proceeds of the above-mentioned policy to the
Custodian of Enemy Alien Property.

Dated at Lukhridge
this 4 day of April
A. D., 1945.

(Signed) Tsunenichi Tsuji
Tsunenichi TSUJI, #13346

Witness: A. Wright

360 Homer Street,
Vancouver, B. C.,
April 6th, 1945.

EVACUATION SECTION	
Rec'd	APR 7 1945
File No.	5576
Ans.	
Referred	Richardson

Western Mutual Aid Society,
515 Granville Street,
Vancouver, B. C.

Dear Sirs: Attention Mr. J. A. Bryant

Re: Kamehiro TSUJI. #13346. Dec'd.

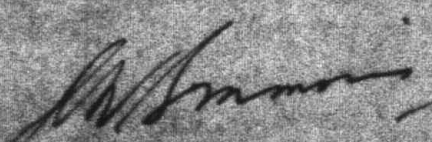
In connection with the policy held by the above-mentioned deceased, we enclose herewith authorization signed by beneficiary of the policy for payment of the proceeds of same into the Custodian of Enemy Alien Property.

With regard to your letter of March 27th, our Medical Supervisor has written to Dr. H. D. Gillies, asking the doctor to complete the forms which were forwarded to him. We trust that you will receive the forms in due course.

Yours very truly,

BRITISH COLUMBIA SECURITY COMMISSION,

/sps
Enc.


D. W. Simmons,
Comptroller.

c. c. Mr. S. M. Gibson, ✓
Insurance Department,
Office of the Custodian.

G-578

DEPARTMENT OF LABOUR - CANADA
BRITISH COLUMBIA SECURITY COMMISSION

Date: April 17th, 1945.

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Please be advised that (NAME) Kamejiro TSUJI
(REGISTRATION NO.) 13346 died at (PLACE) Nobleford, Alta.
on (DATE) October 18th, 1944.

This is for your information.

Yours truly,
BRITISH COLUMBIA SECURITY COMMISSION,

M.L. Brown
M.L. Brown,
Office Manager.

Midano:
Suye Tsuji - National

de Blaw 169.78

**50 Res.*



J. M. STREIGHT
OFFICIAL ADMINISTRATOR

TELEPHONE:
703

408 WESTMINSTER TRUST BUILDING
NEW WESTMINSTER, B. C.

19th April, 1947.

EVACUATION CASE	
Rec'd	APR 21 1947
File No.	5376
Ans.	
Referred	<i>[Signature]</i>
<i>sent to file</i>	

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

Dear Sir:

re Estate of Kemejiro Tsuji, dec'd.

With reference to your letter of March 14th, I beg to advise you that according to my records the heirs are the widow and two sons, each take one-third of the estate.

I enclose a statement of the estate and would be pleased to forward the money to the heirs upon receipt of their addresses.

Yours very truly,

[Signature]

JMS:GB

Encl.



J. M. STREIGHT
OFFICIAL ADMINISTRATOR

TELEPHONE:
703

408 WESTMINSTER TRUST BUILDING
NEW WESTMINSTER, B. C.

8th April, 1947.

STATEMENT RE:

ESTATE OF KAMEJIRO TSUJI

From Sept. 1945
to
April, 1947

By	Cash	Custodian
"	"	War Savings Certs.
To	"	Legal
"	"	Exps. this office
"		Bal. in Treasury

Dr. Cr.

239.04
8.62

58.80
13.38
175.48

247.66 247.66

April 8, 1947 By Bal. in Treasury

175.48

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

5576

28th April, 1947.

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

Dear Sirs

Re: Pacific Union Mutual Aid Fund - Kasei-ro TSUJI, deceased.

In reviewing the file covering the Estate of the above Japanese, we note your letter of the 26th April, 1944 acknowledging payment of 1943 and 1944 dues of your Mutual Aid Society. The above member died on the 18th October, 1944, and it would appear that no claim was made for benefits under his policy.

We would appreciate hearing from you in this matter as soon as possible as administration of the Estate is practically completed.

Yours truly,

W.E. Anderson,
Office of the Custodian.

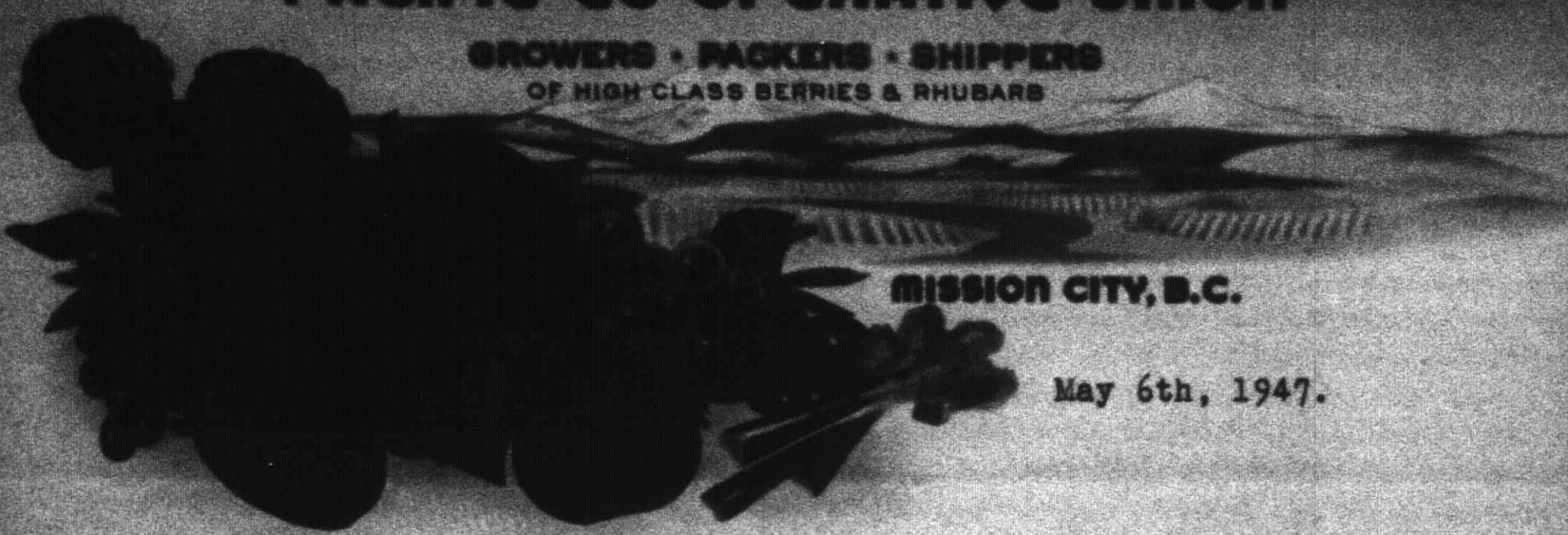
WEA:HA

TELEPHONE
MISSION 22
NIGHT TALKER MISSION 1928

OPERATING ON BOTH SIDES OF THE FRASER RIVER FROM THE COAST TO HOME

PACIFIC CO-OPERATIVE UNION

GROWERS • PACKERS • SHIPPERS
OF HIGH CLASS BERRIES & RHUBARB



MISSION CITY, B.C.

May 6th, 1947.

Department of the Secretary of State
Office of Custodian
506 Royal Bank Building
Hastings & Granville Street
Vancouver, B.C.

ATTENTION: Mr. W.E. Anderson

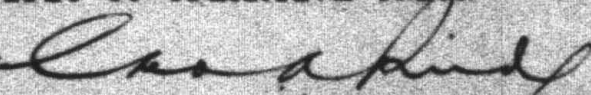
Dear Sir:

Re: Pacific Union Mutual Aid Fund -
Kamejiro TSUJI, deceased

In answer to your letter of April 28th, we wish to advise that the sum of \$203.00 was paid to T. Tsuji in January, 1945, in full settlement of this policy.

Yours very truly,

PACIFIC CO-OPERATIVE UNION

per 

Geo. A. Reid, Secretary.

GAR/MN

February 10, 1949.

J. M. Streight, Esq.,
Official Administrator,
607 Columbia Street,
New Westminster, B. C.

*This is incorrect
See Transcript
Page 11 lines 8
et seq*

Dear Sir:

Re: ESTATE OF KAMEJIRO TSUJI, DECEASED

The above Estate was referred to you on April 20, 1945,
by Mr. K. W. Wright, Counsel to the Custodian.

Juichi Tsuji has filed a claim with the Japanese Property
Claims Commission, stating that he represents the Estate of his
father who died at Nobleford, Alberta in 1943, leaving a Will naming
him sole beneficiary. No Will was produced in court. The Claimant
admitted that he did receive a letter from you at the time you made
application for administration but that he did not advise you that
there was a Will. This man (40 years of age) also stated in his
evidence that the deceased had five children, including himself.

The Estate file indicates that you have not yet
distributed the proceeds and we wish to give you this information
before you proceed further.

Yours very truly,

AGM/AC

A. G. McArthur,
Office of the Custodian.

C
O
P
Y

168 Renfrew St.
WINNIPEG, Man.,
May 10, 1949.

Mr. J. M. Streight,
Official Administrator,
607 Columbia St.
NEW WESTMINSTER.

Dear Sir:

Re: Share #68 of Pacific Fraser
Co-Op. Union issued to
Kamejiro TSUJI, Deceased.

Your letter of April 28/49 addressed to
Pacific Fraser Co-Op Union in reference to the above
subject was forwarded to me for attention.

This association was automatically
dissolved when all its members were evacuated from
B.C. in 1942. The assets of the association were dis-
tributed amongst the members in proportion to the
number of shares held by the members, which in effect
was the redemption of all the shares although the
shares were not called in due to there being no time
for such formality prior to or during the evacuation
of the members in 1942.

This explains why the shares were still
in Mr. Tsuji's possession at the time of his death.

If I remember rightly, a cheque in red-
emption of the shares, was mailed to him in Alberta
after he was evacuated and he must have received it and
cashed it, as all the cheques issued by the association
in redemption of the shares have been paid by the Bank
and there being no outstanding cheque.

Kindly advise the estate of the late Mr.
Tsuji that the shares have been paid for in redemption
and they are absolutely valueless now.

Yours truly,

"KEN HAYASHI"

CC:bm

MEMORANDUM

File 5576

Re: Estate of Kamejiro TSUJI, Deceased.

It is noted that Juichi Tsuji is claiming as "sole beneficiary of the Estate of Kamejiro Tsuji, deceased. According to our records, Kamejiro Tsuji died intestate on October 18, 1944 at Nobleford, Alberta. He was survived by his widow, Suyei, a son, Tsuneichi, then 42 years of age; and the claimant, Shigeichi (Juichi), then 38 years of age.

Letters of Administration were granted to J. M. Streight, Official Administrator, New Westminster, B. C., on August 28, 1945, and, according to a report from the Administrator, dated April 19, 1947, the net Estate amounting to \$175.48, will be divided equally among the three heirs.

NOTE TO GOVERNMENT COUNSEL:

It appears from the file that this Estate was turned over to the Official Administrator for attention by this Office without the request of the next-of-kin. At the date of death the real property and chattels had been liquidated.

The chattels on this file are all accounted for. Due to the general nature of the claim for household goods it is not possible to show the amounts being claimed for items shipped but you will see from the claim file that 760 lbs. of goods belonging to Tsuji were shipped to him on June 5, 1944 by C.P.R., including the gramophone for which he is claiming. Permission was also granted to the tenant of the Japanese, Dorothy Kendall, to ship any goods the owner required. Unfortunately there is no record of what was shipped. You might also note the Extract on Claim File from a letter written by Tsuji to Mr. Solloway regarding logging equipment and tools hidden in his barn and not reported to the Custodian. The file does not indicate how the Custodian obtained this extract but it is likely that Mr. Solloway reported the goods to the Custodian and it appears that they were taken over by the Custodian Agents and sold at Auction.

A small quantity of personal goods of no saleable value are still stored in the temple at Haney, marked with the name "Tsuji". There are also records in storage which are not marked but which probably belong to Tsuji and which may be identified by the Claimant.

With regard to the Real Property, you will note that the Mortgages are of long standing and by the time sale was made the amount owing to Clay was \$765.23 and to Faulkner, \$238.50. The property on which the sum of \$238.50 was owing was appraised at \$200.00 (appraisal by Ansell on Claim File) and it would appear that sale of at least this part of the property was well advised.

*amended by
Transcript Page 11.
Son produces a will
at the hearing of claim*

MEMORANDUM

File 5576

Re: Estate of Kamejiro TSUJI, Deceased.

It is noted that Juichi Tsuji is claiming as "sole beneficiary of the Estate of Kamejiro Tsuji, deceased. According to our records, Kamejiro Tsuji died intestate on October 18, 1944 at Nobleford, Alberta. He was survived by his widow, Suye; a son, Tsuneichi, then 42 years of age; and the claimant, Shigeichi (Juichi), then 38 years of age.

Letters of Administration were granted to J. M. Streight, Official Administrator, New Westminster, B. C., on August 28, 1945, and, according to a report from the Administrator, dated April 19, 1947, the net Estate amounting to \$175.48, will be divided equally among the three heirs.

R

Read this page.

ANALYSIS OF REAL PROPERTY CLAIM

FILE NO: 5576

CLAIMANT: Juichi (Teddy) TSUJI, sole beneficiary of the
ESTATE OF KAMEJIRO TSUJI, DECEASED

CLAIM:	Land	\$2500.00
	Buildings	3000.00
		5500.00
	Less Custodian sale	1189.00
	Total Claim	4311.00

EXHIBIT No. 589-8
DATE Aug. 18/48
FILED BY H. B. A. Rice

LEGAL DESCRIPTION: 1. Lot 9 of the SW $\frac{1}{4}$ of Section 20, Township 17,
Map 905, Save and Except the NE 40 feet by 60 feet
thereof, being 40 feet on the Northern Boundary by
60 feet on the Eastern Boundry, Municipality of
Mission, District of New Westminster.

2. Part (the North-Eastern 40 feet by 60 feet) of
Lot 9 of the SW $\frac{1}{4}$ of Section 20, Township 17, Map 905,
said part being 40 feet on the North boundary by
60 feet on the East boundary, Municipality of
Mission, District of New Westminster.

TITLE: To both parcels in the name of KAMIGIRO TSUGI

ENCUMBRANCES: 1. (as described above)
29/10/56631C - 25th October 1926, Mortgage in Fee to
Joseph A. Clay for the sum of \$650.00
with interest at the rate of 10% per annum.
Certificate of Vesting in the Custodian Filed No. 25370

2. (as described above)
28/223/45694C - 26th November 1920, Mortgage in Fee
to Harry Faulkner for the sum of \$200.00
with interest at the rate of 8% per annum.
77189C - Assignment of Mortgage to Mary M. Faulkner,
28th August 1937.
Certificate of Vesting in the Custodian Filed No. 25371.

ASSESSED VALUES: Both parcels (1942)

Land	\$360.00	
Improvements	1400.00	
	1760.00	Taxes \$31.20

RENTAL ARRANGEMENTS: Kamejiro Tsuji leased the whole of Lot 9, containing
5 acres more or less, to Dorothy Kendall for a term
of 10 months from April 1, 1942, with option to extend
lease for 1943 under arrangement with the P.C.U.,
consideration \$300.00 paid.

Lease extended by Collateral Agreement to 31st September 1943,
consideration \$75.00 payable August 31, 1943.

APPRAISED: May 15, 1942, Soldier Settlement Board - \$1000.00
(parcel 2 also appraised by W. H. Ansell, April 26, 1944.
\$200.00)

SOLD: To The Director, Veterans' Land Act, as at January 1, 1943,
with the approval of the Advisory Committee, for \$1188.60.
Statement of sale sent to Kamejiro Tsuji, January 6, 1945

NOV 27 1947

THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

K 25
Pec 674P 2401 B.
Pm 5

NOV 27 1947
5576

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

JUICHI (Teddy) TSUKI, sole beneficiary of the estate of

(1) NAME Kamejiro TSUKI, deceased (RCMP) Reg. No. 13346
(Print) Surname Given Name

(2) Pre-Evacuation Address MISSION CITY, B.C.

(3) Present Address SHAUGHNESSY, Alberta

(4) REAL ESTATE

(a) Street Address (if any) Silverdale & Hurd Bds, Mission City, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)

Lot 9 of the S/W 1/4 of Sec. 20, Township 17, Map 905 in the District of New Westminster
C of T 52375 and 52376

(5.25 acres)

(c) Type of Real Property (cross out words which do not apply):

(i) ~~Farm~~
(ii) ~~Residence~~ Type of business berry and fruit farm
(iii) ~~Business~~
(iv) ~~Any other type of property (describe)~~

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.)

sole owner

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - \$ 2500.00

(ii) Buildings - - - - - \$ 3000.00

(iii) If business, put value on business as going concern
(including land and buildings, tenancies, chattels,
fixtures, stock-in-trade, goodwill and accounts re-
ceivable) - - - - - 5500.00
~~1110.00 less encumbrances~~ WS

(iv) Total value (if you cannot give separate values for lands and buildings just
fill in total value) - - - - - \$ 5500.00

(v) Amount at which Custodian sold property and credited your account - - \$ 1189.00 WS

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - \$ 4311.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation

stored part in this house/part in barn of Mr. Colin Solloway, Mission City, B.C.

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)

house / barn

(c) How stored or packed at time of evacuation

small articles in packages remainder in bulk

(over)

- (d) In whose care was property left at date of evacuation by the claimant. (This question refers to terms of reference which exclude claims where the property was lost, destroyed or stolen while in the custody, control or management of any person other than the Custodian appointed by the Government of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

Custodian

- (e) Itemized description of personal property which is the subject of the claim:

1.	Stored at home (as per list "A")	Estimated Value \$	920.75
2.	Stored in barn of Mr. Colin Solloway	Estimated Value \$	
3.	(as per list "B")	Estimated Value \$	969.00
4.		Estimated Value \$	
5.		Estimated Value \$	
6.		Estimated Value \$	1889.75
7.	Loss received from Custodian	Estimated Value \$	497.19
8.		Estimated Value \$	
9.		Estimated Value \$	
10.		Estimated Value \$	

TOTAL CLAIM FOR PROPERTY LOSS \$ 1392.56

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

- (f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e)) - - - - - \$ 5703.56

- (6) (a) Place at which claimant prefers to be heard.
(Vancouver, Kamloops, Nelson, Lethbridge,
Moose Jaw, Winnipeg, Toronto or Montreal.)
- (b) Do you require the services of an interpreter
at the hearing? Yes or no yes

Lethbridge

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA)

Province of Alberta)

TO WIT:)

I, Juichi (Teddy) Tsuji (sole beneficiary of _____ of the Village of Shaughnessy
of Kamejiro Tsuji, deceased in the Province of Alberta

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief 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 the City

of Lethbridge

in the Province of Alberta

this 21st day of November

A.D. 1947.

W. Wallace A Commissioner &c.

N.B.—THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

Description of Major Items
and particular of goods
lost, stolen or destroyed)

1 Wee McGregor Drag Saw 4 H.P.
3 Saw blades for above machine
4 ft. 5 ft. 6 ft.
1 Automobile engine & Circular Saw
200 ft. Cable and hook 1"
65 ft. " " " 1"
4 Blocks
4 Chockers
2 Logging chains
1 Stump hook
2 Dog chains for logs
2 Falling Wedge
5 Saws 4 cross cut and 1 falling
2 Pee Vee
2 Matoes
4 Axes double
1 set Team logging harness
1 " Single
2 Horse collars
2 set Double trees
2 section Harrows (Spike)
1 " Spring tooth harrow
1 " " Cultivator
2 Spray pump
1 Single Plough
1 set Carpenter tools and tool box
1 " Horse shoe equipment
4 Forks
2 Sledge Hammers
2 Pickeroons
1 Saw filing set
3 hot house heaters
1 Bleeder stove
3 Heaters
250 lbs. Raspberry wire
2 M. feet (B/M) 2 x 4 lumber
1 Logging chain
15 Drain tiles 10"
3 Screen doors
4 Oak barrels 45 gal.
1 Gas engine 2 HP
200 ft. Rubber hose 1"
1 Pick
3 Shovels
3 Iron bars

Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition When Evacuated	Estimated Value at date of Evacuation
1939	New	\$325.00	Good	\$250.00
1939	"	\$ 42.50	"	\$ 37.50
1940	Used	\$100.00	"	\$ 75.00
1938	New	\$ 41.00	Good	\$ 35.00
1939	New	\$ 24.50	"	\$ 20.00
1939	"	\$ 35.00	"	\$ 30.00
1939	"	\$ 25.00	"	\$ 20.00
1938	"	\$ 6.50	"	\$ 5.00
1938	"	\$ 6.00	"	\$ 5.00
1938	"	\$ 8.00	"	\$ 7.00
1939	"	\$ 16.25	"	\$ 15.00
1938	"	\$ 60.00	"	\$ 50.00
1938	"	\$ 7.00	"	\$ 6.00
1941	"	\$ 3.50	"	\$ 3.50
1939	"	\$ 16.50	"	\$ 14.00
"	"	\$ 85.00	"	\$ 80.00
1938	"	\$ 55.00	"	\$ 50.00
"	"	\$ 17.00	"	\$ 15.00
"	"	\$ 14.00	"	\$ 12.50
1937	"	\$ 12.00	"	\$ 10.00
1939	"	\$ 23.00	"	\$ 20.00
1940	"	\$ 20.25	"	\$ 17.50
1938	"	\$ 27.50	"	\$ 24.00
1938	"	\$ 30.00	"	\$ 25.00
1938	"	\$150.00	"	\$120.00
1939	"	\$ 6.50	"	\$ 5.00
"	"	\$ 6.00	"	\$ 5.00
"	"	\$ 5.75	"	\$ 5.00
"	"	\$ 3.50	"	\$ 3.00
1938	"	\$ 5.00	"	\$ 4.00
1938	"	\$ 22.50	Good	\$ 15.00
1937	"	\$ 32.50	"	\$ 20.00
1939	"	\$ 37.50	"	\$ 25.00
1939	"	\$ 30.00	"	\$ 20.00
1941	"	\$ 24.00	"	\$ 24.00
1938	"	\$ 7.00	"	\$ 5.00
1940	"	\$ 4.50	"	\$ 4.50
1940	"	\$ 13.50	"	\$ 10.00
1940	Used	\$ 20.00	"	\$ 16.00
1938	"	\$ 55.00	"	\$ 35.00
1940	New	\$ 17.50	"	\$ 15.00
1941	New	\$ 1.75	"	\$ 1.75
1939	"	\$ 6.00	"	\$ 4.50
"	"	\$ 5.00	"	\$ 5.00

1169 575

589 - 5
IBIT No.
Aug. 18/48
FILED BY
W.E. Huckvale

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

Oct. 12/48

Mulanstall
6/4.

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

JAPANESE PROPERTY CLAIMS COMMISSION.

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

10

Lethbridge, Alberta,
August 16th, 1948.

IN THE MATTER OF THE CLAIM OF
JIICHI (TEDDY) TSUJII.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

G.E.A. REE, Esq., K.C.,

appearing for the
Dominion Government.

W.E. HUCKVALE, Esq.,

appearing for the
claimant.

MISS LILLIE THOMAS,

Secretary.

D.J. HANFORD, Esq.,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

THE SECRETARY: Case No. 589, Juichi (Teddy) Tsuji.

JUICHI (TEDDY) TSUJI, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Tsuji, you represent the estate of your father,
do you not?

A Yes.

Q Are you the eldest child?

20 A I am the third.

Q I believe your father died in 1943 at Nobleford,
Alberta, is that correct?

A Yes.

Q And on behalf of his estate you have a claim res-
pecting farmlands and also respecting chattels?

A Yes, under the terms of my father's will I am
the beneficiary.

MR. RICE: What is that? Under the terms of his
father's will, he is what?

20 MR. HUCKVALE: Beneficiary.

MR. RICE: Sole beneficiary?

MR. HUCKVALE: Q: Sole beneficiary?

A Yes.

Q Now with respect to that real property which your
father owned in British Columbia, I want you to look
at that form (indicating), if you will.

A Yes.

Q Have you read that form over?

A Yes.

30 Q And have you signed it?

A: Yes.

J.T. Tsuji,
In Chief.

Q Are the particulars given in it true and correct to the best of your knowledge, information and belief?
A: Yes.

Q And did you live on this farm yourself?

A Yes.

Q And you know the property intimately, do you?

A Yes.

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 1).

10 MR. HUCKVALE: Q: Now you tell us, Mr. Tsuji, that your father paid \$900.00 for that place as long ago as 1916, is that right?

A Yes.

Q I show you a deed from Kate Ann Portsmouth to Kamigiro Tsuji. Is that the deed under which this land was purchased?
A: Yes.

Q And that shows the purchase price to have been \$900.00?
A: Yes.

MR. HUCKVALE: I tender that, sir.

20 (DEED MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: Now you had two rhubarb houses on this property, on this farm, is that correct?

A Yes.

Q Was there anything special about the construction of one of these?

A The usual way to heat a rhubarb house is just to put sheets of tarpaper to hold in the heat but in this case we filled the walls with sawdust and in addition whereas it is usual to put an ordinary heater to keep the temperature up, in the

case of one of these rhubarb houses it was heated electrically. The electricity was not used for heating as rhubarb has to be grown and picked in the dark and most rhubarb houses are lit by ordinary lanterns but this rhubarb house, this particular one, was equipped with electric lights so that it could be easily picked.

Q Was any part of one of these rhubarb houses developed for sleeping quarters?

10 A One of the rhubarb houses was a rhubarb house downstairs and the upstairs was equipped with living quarters.

Q Was that living quarter part of it built out of any special kind of lumber?

A Yes, it was all made of good quality lumber, No. 1 quality V-joint and the best quality lumber.

Q And was it lined and fixed up as a proper bedroom?

A Yes, it was suitable for living.

Q Now, I want to show you a letter purporting to be from the Custodian. Was that found amongst your father's effects?

20

A Yes.

MR. HUCKVALE: This letter, sir, is dated May 5th, 1943, from the insurance department of the Custodian's office, and the first paragraph of it reads:

"Kindly be advised that the above numbered policy has been issued to cover for \$350.00 on dwelling, outhouse and bath, \$100.00 on garage, \$650.00 on dwelling and hothouse,

30

5
J.T. Touji,
In Chief.

"and \$500.00 on hothouse on your property located on Lot 9, Southwest Quarter of Section 20, Township 17, Municipality of Mission, B.C.

"The premium for three years amounting to \$49.50 is being paid to the insurance company. As you have no funds on credit in this office, will you kindly let us have your cheque for this amount?"

10

I tender that letter, sir.

(LETTER MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: Now you also claimed for a list of personal chattels, is that correct?

A Yes.

Q And with respect to those chattels will you look at that form (indicating), please?

A Yes.

Q Have you read that over or had it read over to you?

A: Yes.

20 Q And have you signed it?

A Yes.

Q And are the particulars contained in that form true and correct to the best of your knowledge, information and belief?

A Yes.

MR. HUCKVALE: I will tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 4).

MR. HUCKVALE: Q: Now with respect to the list of chattels you claimed, you have also prepared these two sheets written in ink which I now show

30

you (indicating); is that right?

A Yes.

Q And is the information given in those two sheets, written in ink, true and correct?

A Yes.

Q And they cover the balance of the chattels that are not mentioned in the form I showed you just a minute ago?

A: Yes.

MR. HUCKVALE: I tender those two sheets, sir.

10

(SHEETS MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Perhaps my learned friend would file on behalf of the Crown the personal property analysis.

(ANALYSIS MARKED EXHIBIT NO. 6).

MR. HUCKVALE: Q Now, Mr. Tsuji, you claim amongst other things, 250 pounds of raspberry wire. Can you remember that?

A Yes.

Q Was that rolled up or was it in position holding up the raspberries?

20

A No, it was rolled up.

MR. HUCKVALE: I mention that, sir, because of the analysis it has been placed by the Custodian under the heading "sold with real property", and he has treated it evidently as a fixture whereas if the claimant is to be believed, of course that is not the fact at all.

MR. RICE: Just where does it say that it was sold with the real property?

MR. HUCKVALE: In your personal analysis.

30

MR. RICE: It says, "no record but probably in use on

farm.

MR. HUCKVALE: What does it show there (indicating)?

MR. RICE: And what does it show there (indicating)?

MR. HUCKVALE: What does it show there (indicating),
"sold with real property"?

MR. RICE: If my learned friend looked in the "remarks"
column, he will see there it says "no record but
probably in use on farm."

10 MR. HUCKVALE: I have seen that. If you have got no
record of it, why do you put it in the column
"sold with real property"? As usual you want to
blow both hot and cold.

MR. RICE: I am not trying to blow hot and cold at all.

THE SUB-COMMISSIONER: Let us get the evidence pertaining
to it and that will settle it.

MR. HUCKVALE: All I say with regard to it is that
it was rolled up and I asked him whether it was,
and if it was rolled up it was not a fixture and
he tells me that it was rolled up and left on
20 the farm as a chattel.

Q Now, Mr. Tsuji, you claim for a gramophone?

A Yes.

Q Was that ever shipped to you?

A There were two: one with a handcrank and an
electric one. I wrote asking for the one that
was cranked by hand but the electric one was
sent.

Q The gramophone for which you are claiming, did you
ever receive it?

30 A No.

Q Now you claim for six chairs, is that correct?

MR. RICE: May I ask my learned friend where the other
gramophone is listed?

MR. HUCKVALE: Listed in the claim.

MR. RICE: Whereabouts?

MR. HUCKVALE: In the claim that he filed and it is
also listed in the details of claim in your
personal property analysis, one gramophone.

MR. RICE: One gramophone, yes, which was shipped.

10 MR. HUCKVALE: He admits receiving an electric
gramophone. That is what I have just brought out.

MR. RICE: I am trying to bring out that the claim
filed is only for one gramophone.

MR. HUCKVALE: My friend might cross-examine this
witness, if he wishes, when I am finished with him.

MR. RICE: You might state the facts correctly if you
have them in your possession.

MR. HUCKVALE: Q You also claim six chairs?

A Yes.

20 Q Did you ever receive any of these chairs from
the Custodian?

A: No.

Q Did you ever ask for any of them to be sent to
you?

A: No.

Q And you never received any of them?

A No.

Q All right, thanks. Now, will you answer Mr.
Rice, please.

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

I am submitting that the chattels were sold at their fair value. I am submitting that the gramophone, there is only one listed, and that gramophone was shipped to the claimant and the Custodian is not responsible for it. I also submit that the other articles claimed by the claimant were turned over by the claimant to a person other than the Custodian, and the Custodian is not responsible for the same.

10

I wish to submit, your Honour, a farm appraisal report respecting the land.

(APPRAISAL REPORT MARKED EXHIBIT NO. 7).

MR. RICE: I also wish to submit as an exhibit an analysis of real property claimed and a memorandum respecting the estate of the deceased Kamejire Tsuji.

(DOCUMENTS MARKED EXHIBIT NO. 8).

CROSS-EXAMINATION BY MR. RICE:

20

Q Your father leased this property to Dorothy Kendall before leaving Vancouver, did he not?

A Yes.

Q And the chattels were left in Dorothy Kendall's possession?

A: The household things were left in the house and some logging equipment was left with a Mr. Selway.

Q That was never declared, was it?

A No, those were not declared. We thought we would be back in the vicinity before very long and would be able to use the equipment again so that we did

30

J.F. Tmaji,
Crown Exam.

not declare it.

MR. HUCKVALE: As my friend's clients sold them, I don't know what he is getting at here.

MR. REE: Yes, after we found them.

Q You were supposed to declare everything, were you not?

A: We afterwards received a letter from Mr. Solway saying that these details, or these tools, had been taken over by the Custodian.

10 Q But the key to your house, what did you do with that?

A: As Dorothy Kendall was there at the time, we left the key with her and asked her -- as the crop was sold to Dorothy Kendall under a one year's lease, the key was left with her and she was asked to hand it to whoever would be responsible for it subsequently.

Q And you also requested Dorothy Kendall to ship certain articles to you in Alberta, did you not, or at least your father did?

20 A Yes.

Q And you have admitted that the gramophone was shipped to you along with other articles, was it not?

A: Yes.

Q And this roll of wire, where was that left?

A It was left in the barn.

Q Left in the barn?

A: Yes.

Q And it was wire for raspberry plants, was it?

A Yes.

Q And you had rented the raspberry plants to Dorothy Kendall?

A: Yes, but the

J.T. Tsuji,
Cross-Exam.

raspberry canes that were bearing had wire of their own.

Q Did I understand you to say that you had a will or there was a will in existence?

A Yes.

Q Have you it on you?

A Yes.

Q May I see it?

(Will to Mr. Rice). Did you know that your father's estate was being handled in New Westminster by the Public Administrator there? the Official Administrator, Mr. J.M. Streight?

A Yes, I received one letter advising me to that effect.

Q Did you answer the letter and tell Mr. Streight that you had a will in your possession?

A No, I did not.

Q Did you ever advise Mr. Streight that you were the sole beneficiary under the terms of a will?

20 A No, I didn't write to him at all.

Q Is your mother living?

A Yes.

MR. REE: The position may be a sort of awkward one here, your Honour, with the will in existence. The widow, if she wishes, is entitled to a third of the estate regardless of the terms of the will. At a short glance at the will, it would appear that this witness is the sole beneficiary and the will should have been declared and should have been published and Mr. Streight should know

J.T. Touji,
Crown-Exam.

about it.

THE SUB-COMMISSIONER: Has he administered the estate, do you know?

MR. REE: My information is that he administered the estate and sold the property and the estate netted \$175.48 and that it is his intention to divide it among three heirs.

THE SUB-COMMISSIONER: That is the widow and two children, is it?

10 MR. REE: Q How many children are there living?

A Five, including myself.

Q Five, including yourself? A: Yes, I am just representing the rest of the family, although I am named as the sole beneficiary it is up to me to take care of my mother and to make a suitable settlement with the rest of the family.

Q It was an understanding between you and your father, was it, that you were to be his sole beneficiary and you were to look after your mother?

20 MR. HUCKVALE: This is all very interesting, but I don't think it has got anything to do with the Custodian. I do not know why this man's private affairs should be aired here.

THE SUB-COMMISSIONER: It seems to me that if it was in evidence that the Administrator must have been advised as to the situation.

MR. REE: I couldn't possibly see how he could be, your Honour, with much respect, and go ahead and administer the estate.

30 MR. HUCKVALE: We are claiming against the Custodian

J.T. Touji,
Cross-Exam.

here we sold our land and sold our chattels,
and that is all that this Court is concerned with.
THE SUB-COMMISSIONER: Yes.

MR. REE: Well I think it goes a little further than
that. It is up to the Custodian to deal with
the representative of the deceased. There is no
doubt about it that it was the deceased's
property, and the Official Administrator in New
Westminster acts in the matter.

10 THE SUB-COMMISSIONER: Well, is it your contention
that this party has not any right to make the
claim?

MR. REE: Well I say that they both do not have the
right to make the claim. It is either Mr.
Streight, the Official Administrator, and he was
duly appointed administrator of the deceased's
estate, that is one fact; and the other is that
this witness is standing here in this witness
box with the will in his pocket purporting to be
20 the last will and testament of the deceased which
has never been probated and which has never been
published.

RE-DIRECT EXAMINATION BY MR. HUCKVALE

Q There are just a couple of questions that I
overlooked earlier, sir. How many families lived
on this farm? A: Two.

Q That is, your family, that is your mother and
father and their children, and who else?

30 A There was just myself and my wife and my father

J.T. Tuzi,
Re-Direct Exam.

and the rest of the family.

Q I see. Now I observe, sir, that in the farm appraisal report on page 3, the appraiser makes this remark, "Neither crops nor canes and plants have been valued." Why not? I haven't got the slightest idea.

What condition were your crops in when you left that place?

10 A They were in quite good condition. I was hoeing it and tending the land up until two days before evacuation.

Q Now did your strawberry plants, raspberry canes, asparagus and rhubarb, and these other things, have any life ahead of them? Would they have been good for some years to come?

20 A Yes, many of the plants were good for various periods, some years. This is a list of the various crops (indicating) that were under cultivation and this one acre of raspberries here was just coming into bearing for the first year in 1942, therefore it would have a life of four or five years.

Q That is the first acre mentioned on this sheet?

30 A Yes, the first acre mentioned here, the raspberries. This three-quarters of an acre of asparagus was just nine years old when the plants become big and healthy and these last about twenty years altogether, so that there was about ten years or more crop that would come off them.

J.T. Tsuji,
Re-Cross Exam.

MR. HUCKVALE: I will tender this list of plants, sir,
as an exhibit.

(LIST MARKED EXHIBIT NO. 9).

MR. HUCKVALE: That is all.

RE-CROSS EXAMINATION BY MR. RICE:

Q You don't know what the place was like when your
tenant Dorothy Kendall gave up possession?

A I have no means of knowing but I did receive a
10 letter from Mrs. Kendall saying that she was taking
good care of it and that it was in good shape.

MR. HUCKVALE: Q: You also know that even the official
appraiser says it was in good shape, too, don't
you? A: Yes.

THE SUB-COMMISSIONER: Have you cleared up the question
of that gramophone sufficiently?

MR. HUCKVALE: I think so.

THE SUB-COMMISSIONER: Very well.

MR. RICE: There is one gramophone.

20 MR. HUCKVALE: Claimed.

MR. RICE: He got it.

THE WITNESS: One was a Victor and one was a Columbia
machine, the two gramophones.

MR. RICE: Q: There is only one declared, isn't that
right, in your list?

A The things I received I didn't claim for at all.

Q The things you received you didn't claim for at
all? A: No. The one

I am claiming for is the one I did not receive.

30 MR. HUCKVALE: That is all, thank you, Mr. Tsuji.

J.T. Touji.

THE SUB-COMMISSIONER: Is that all?

MR. HUCKVALE: Yes, sir.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

S.R. Howard
"S.R. HOWARD"
Official Reporter.

10

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

SUB-COMMISSIONER:

20

30

Defence Brief

Juichi TSUJI

File No. 5576

Case No. 589

LETHBRIDGE
18 August 1948
V.L.A.
Sheet A.1-14

REAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 1

Lot 9 of S.W. 1/4 of Sec. 20, Twp. 17, Map 905.

Claim

\$5500.

Appraised at

\$800.

Sale Price

\$1188.60

Witness: Appraiser, R.W. Brown.

This property was registered in the name of KAMEJIRO TSUJI, who died 18 October 1944, and claimant is claiming as Sole Beneficiary under his Father's Will.

Claimant produced a Will made by his father in which he was made sole beneficiary of the estate. Claimant never informed the Official Administrator of this will and Letters of Administration were granted to Mr. J.M. Streight, the Official Administrator, in 1945.

Appraiser (Brown) reports - Farm in good state of cultivation, crops coming along nicely.

Appraiser (Brown) reports - There are more buildings on the land than are needed and they are not in good condition. Soil productive and in good state of cultivation. There are some fruit trees of no value.

It is contended that both the Official Administrator and the Claimant do not both have the right to make the claim.

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

PERSONAL PROPERTY CLAIM

Claim 2

(All claims shown are Gross)

Furniture, Farming & Logging Equipment

Claim

\$1869.75

Claimant stated that his household chattels were left in his house in the custody of Mrs. Dorothy Kendall to whom he gave the key. Some of his logging equipment which was not declared was left with a Mr. Solway.

(a)	Goods value	\$1669.75	Sold by Auction & Tender for \$650.25.
(b)	"	65.00	Shipped to claimant (Gramophone)
(c)	"	115.00	Stored (Records)
(d)	"	20.00	No account (Wire)
		<u>\$1869.75</u>	

The goods which were sold by tender for \$51.50 were appraised by Lawrence's, Mission City, at that amount.

Claimant stated that the wire for which he was claiming \$20. was not being used on the farm but was rolled up and left in the barn.

Claimant's father only declared one Gramophone which was shipped to him on 5/1/44. Claimant stated that there were two gramophones and he is claiming for a second but there is no record of this.

The records for which claimant is claiming \$115. are still in storage at Buddhist Temple, Mission, together with some personal effects.

The Tenant wrote a letter to Custodian stating that TSUJI had asked her to forward to him a box of chinaware and permission was given to her to do so.

It is submitted that the chattels were sold for their fair value, and that the only gramophone listed was shipped to claimant and the Custodian is not responsible for it. It is also submitted that the other articles claimed by the claimant were turned over by the claimant to a person other than the Custodian and the Custodian is not responsible for the same.

Summary of Defence Witnesses

Where required

R. W. Brown	1	Appraiser
C. Spencer Pallot	2 (a)	Auctioneers
J. H. Harkiss	2 (a)	Auctioneer
Mr. Moryson	2 (a)	Staff
Mr. Ure	2 (a)	Staff
Lawrence's	2 (a)	Appraisers.

BMP/mw

Name of Claimant **TSUJI, Jaichi (Teddy)**
 Administrator of the Estate of
 Custodian File **TSUJI, Kapaifire.**

Case **588**

5576 5581

<u>REAL PROPERTY</u>									
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 Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total	
					1188.60	578.80			578.80
									80.00
<u>PERSONAL PROPERTY</u>									
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		
<u>NETS</u>									
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
<u>MISCELLANEOUS CHATTELS</u>									
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		
1155.30	471.40	141.48	41.6%	369.43	153.68	51.50	6.81	301.91	
TOTAL RECOMMENDATION									900.11

5576

December 15, 1950.

J.M. Streight, Esq.,
Official Administrator,
607 Columbia St.,
New Westminster, B.C.

Dear Sir:

Re: Japanese Property Claims Commission
Case 589

We acknowledge receipt of your letter of December 6th
enclosing completed Release covering award in the above claim
in the amount of \$900.11.

We enclose our cheque for \$791.01 in your favour
as Administrator of the Estate of Kamejire TSUJI. Cheque
for \$109.10 has today been sent to the Co-Operative Committee
in payment of legal fees.

Yours truly,

F.G. Shears,
Director.

FOS/CH
Encl.