

8795

FRASER VALLEY

FORM "JP"

Whonock B.C.

FILE No. 8795

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: SHIMODA (Tami) Mrs Toshio
HOME ADDRESS: 3048, 6th Rd., R.R. #1., Whonock B.C.
REGISTRATION NUMBER 13494 SEX: Female AGE: 39
OCCUPATION: Housewife

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

EMPLOYER: none

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Toshio

ADDRESS OF WIFE OR HUSBAND: Tete Juan. B.C. (Camp)

NAMES OF ANY LIVING CHILDREN: Eiko (F) Ruiko (F) Aiko (F)

Seiko (F) Kaiichi (M) Sumiko (F) Tsuyako (F)

Roy (M)

ADDRESS OF CHILDREN: 6th Rd., R.R. #1., Whonock B.C.

AGE OF CHILDREN: 15, 14, 13, 12, 8, 6, 5, 2.

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

1. LOCATION AND DESCRIPTION: none

2. BUILDINGS AND OTHER IMPROVEMENTS: none

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

4. TAXES (Amount and where payable) none

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

6. OCCUPANCY AND LEASES (If vacant so state) none

STATEMENT OF REAL PROPERTY OCCUPIED

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: none
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: none
9. IF FARM LAND STATE CROPS SOWN: none

1. LOCATION AND DESCRIPTION: Living on husband's and at 6th Rd., R.R. #1., Whonock B.C.
2. LANDLORD'S NAME AND ADDRESS: none

3. PARTIULARS OF LEASE AND RENT AND DATE TO WHICH PAID: none
4. STATE WHEREABOUTS OF LEASE: none
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid): none

6. IF FARM LAND, PARTIULARS OF CROPS SOWN: none

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: Stoves, Beds, Chairs, Tables, Farming tools and implements. All to be left at 6th Rd., R.R. #1., Whonock B.C.
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: none

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 11th day of May 1942.

W. P. Williams

Witness

(Signature)

T. Shimoda

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date 10/6/43

Our File No. 8795

Full Name SHIMODA, Tami (Mrs. Toshio)
(Surname in Block Letters)

Registration No. 13494

Male - Female
(check)

Age Apr. 25, 1903

Former Address P.R. #1, Wiltonock, B.C.

Date Evacuated 12/9/42

Naturalized - Canadian-Born - National
(check)

RETURNED TO JAPAN
S. S. GENERAL MEIGS
2nd AUGUST, 1946

Present Address Slocan, B.C.

Married - Single
(check)

Name of Wife _____
Name of Husband Toshio #13495

Name of Mother (nee HARADA) Toki - Japan Name of Father FUJIWARA, Kunihiko
(in Japan)

Names of Children under 16 see husband's sheet

Requested by Pat Hodgson Registered with Custodian YES
(Yes or No)

Additional Information Farmer's helper

GENERAL SUMMARY

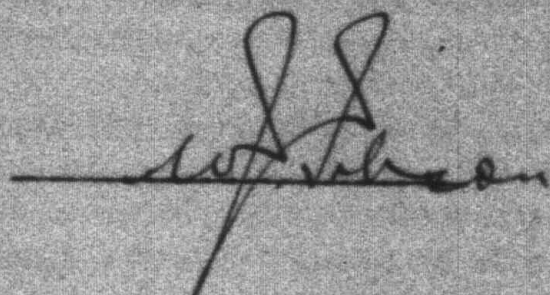
July 10th, 1946.

File No. 8795 Re: Tami (Mrs. Toshio) SHIMODA. Reg. No. 13494.

The only assets revealed on this file are household effects and farming equipment. These are inventoried and dealt with on her husband's File No. 4818, Toshio SHIMODA.

No liabilities are revealed on this file.

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

A handwritten signature, likely "W. J. Johnson", is written over a horizontal line.

WJI:JS

711 Stock Exchange Bldg.,
475 Howe Street,
Vancouver, B.C.,
Nov. 14/46

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

TREASURY DEPT. CLAIM \$ 200

No Account

Dear Sir:

Re: SHIMODA, Toshio ⁸⁷⁹⁵ #13494

Please note that the above has been repatriated to Japan. At the time of repatriation, the following transactions took place:

Cash turned in - - - - - \$ Nil

Draft Issued - - - - - \$ 200.00

It will be seen that this Japanese is indebted to the Department on account of repatriation in the amount of \$ 200.00. Therefore should you receive further funds on this account such funds should be turned into this office. It will be applied first to recoup the expenditure made and, second, if there is any surplus such surplus will be remitted to Japan for the account of the Japanese in question.

Yours truly,

F. G. Coburn
F. G. COBURN,
Supervising Treasury Officer.

FGC/EJ.

8795

FARM LEASE

THIS INDENTURE made in duplicate the ninth day of May A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

EMI SHIMODA wife of
TOSHIO SHIMODA of Whoseek
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

Waldemar Thiesen
of Whoseek aforesaid
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 **Maple Ridge** in the District of New Westminister and Province of British Columbia, more particularly described as:

The South part of Lot Twenty-nine (29) of District Lot Four hundred and thirty-two (432) in Township Twelve (12)

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

nine (9) months to be computed from the first day of May 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 receiptwhereof 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:-

Two (2) acres of strawberries
One half ($\frac{1}{2}$) acres of Raspberries
One half ($\frac{1}{2}$) acre of rhubarb
Three quarters ($\frac{3}{4}$) acres of Loganberries
One quarter ($\frac{1}{4}$) acre of Blackberries
Some fruit trees

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

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

AND it is further understood and agreed that statements of the proceeds of the aforesaid growing crops shall be furnished to the Custodian of Enemy Property or his representative by Pacific Co-operative Union in the same manner as statements have previously been furnished to the Lessor.

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any livestock, farm implements or miscellaneous tools which are left by the lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent at the termination of this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants The Lessor covenants with the Lessee for quite enjoyment.

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

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns, and the masculine shall include the feminine and the singular the plural.

It is understood and agreed by and between the parties hereto that the rental for the year 1943 and subsequent years until the return of the Lessor shall be the sum of \$150.00 per annum.

It is expressly understood and agreed by and between the parties hereto that the Lessee may assign this lease to any person capable of carrying out the provisions thereof, provided the approval and permission of the Lessor or his Agent is first had and obtained, and for the purpose of this clause Pacific Co-operative Union is the Agent of the Lessor.

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
Tomi Shimoda and Waldemar Thiessen
in the presence of

T Shimoda

W. J. Thiessen

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 **Tomi Shimoda and Waldemar Thiessen** 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 **ninth** day of **May**
A. D. 194**2**.

A Commissioner for taking affidavits
within British Columbia.

Extract from Lease.

File #3795.
#4318.

Drawn by James M. Campbell.

Lessor: Tami SHIMODA (wife of Toshio Shimoda)

Lessee: Waldemar THIESSEN.

Date: 9th May, 1942.

Term: 9 months from 1st May, 1942, with option to renew lease for 1943 under arrangement with P.C.U.

Consideration: \$300.00, paid. Rental for 1943 and subsequent years to be \$150.00.

Property:

Land: South part of Lot 29 of D.L. 432 Tp.12.
Municipality of Maple Ridge.

House: Included, also buildings.

Chattels: Livestock and farm implements, not specified.

see file #11297

~~New application from 1943
in hand for lease from 1943~~

Summa

*Note: Tami, (Mrs Toshio) has
no interest in this Estate, but
she signed the leave to theissen.*

4818, 8795, 8930.

Oct. 9, 1942.

Mr. Toshio SHIMODA, #13495,

Dear Sir:

Re: The Estate of Katsukuma SHIMODA (deceased)
husband of Masa SHIMODA, #13493.

We have been advised by the Royal Canadian Mounted Police that Mr. Katsukuma Shimoda is now dead and as far as we are able to see from our files neither your mother Masa, nor any other member of the family has fulfilled the necessary requirements of our law to distribute this estate legally among the beneficiaries.

Would you please advise us at once whether Mr. Katsukuma Shimoda left a will and if so whether same has been probated, and if not whether your mother or any member of the family has started proceedings for administration.

We would advise you that if there is a will it is necessary to have it probated by the court, and if there is no will there are two ways in which you may obtain letters of administration, namely -

- (1) Engage a lawyer to make an application for you, or
- (2) Make an application direct to the Official Administrator of British Columbia.

If you select the latter course it will be necessary to write a letter to the Official Administrator addressed to The Court House, Vancouver, B. C. asking him to administer your father's estate. He will require that this letter be signed by yourself, your mother and brothers and sisters before he will take any action.

Mr. Toshio SHIMODA,

- 2 -

Oct. 9, 1942.

He will require further, that you supply him with all details of your father's property, both real and personal, including all known claims against him, together with the full names and addresses of your mother and the children as mentioned above.

Certain fees will require to be paid to the British Columbia Court in this connection, and the judge of the court will finally make the necessary order for the distribution of the property.

If you prefer to have letters of administration taken out by your own solicitor, please get in touch with one at once and advise this office as to his name and address so that we may keep in touch with him. In the meantime, the real property has been vested in the name of the Custodian and any proceeds will be held in trust pending administration.

We are enclosing a form which we would ask you to fill in without delay and return to this office in the enclosed envelope, at the same time stating what you intend to do in this connection.

We are addressing this letter to you because you declared the property, owing perhaps, to the fact that your mother, who properly should have declared it and should have been the person to make application for administration, is unable to read or write English. We notice that her registration card was signed by E. Shimoda on her behalf.

Please let us hear from you without delay.

Yours truly,

A. G. McArthur.
Supervisor of Records.

AGM:AS