11297

INFORMATION FROM R.C.M.P.

DATE April 9th, 1945.

Our File No. 11297

Full Name SHIMODA, Katsukama (Mr.) Deceased
(Surname in Block Letters)

Registration No. M/R - R.C.M.P. Male ✓ - Female
(Check) Age

Former Address 6th Road, Whonock, B. C.

Date Evacuated Naturalized - Canadian-Born - National
(Check)

Present Address DECEASED - Died December 25th, 1918. in Japan

Married ✓ - Single
(Check)

Name of Wife Masa - Reg. #13493

Name of Husband

Name of Mother Name of Father

Names of Children under 16

Requested by P. H. R. Registered with Custodian
(Yes or No)

Additional Information

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Asparagus plants, 3 cherries, 6 apple, 24 prune, 3 pear trees

In his appraisal report dated 21st April 1944, Mr. Ansell describes the property as,

"This property consists of 8½ acres of land with two old houses and some old out buildings also old barn.

All of these buildings are very old and practically worthless land Appears to be good but cropped out."

Mr. W.D. Bowden, manager of the Westminster Trust Co. in a letter to the Custodian on 15th March 1943 says,

"The buildings on the property consist of a four room dwelling in poor condition, a shed at the rear of this dwelling apparently used to accommodate berry pickers and an implement shed in good condition. It would appear as if the property has been abandoned for some time."

HISTORY OF ADMINISTRATION:

Before evacuation Tami SHIMODA, wife of Toshio SHIMODA, only son of Katsukama SHIMODA, leased the property to Waldemar Thiessen for a term of nine (9) months from the 1st May 1942 to the end of the year for $00.00 with an option to renew at a rental of $150.00 for 1943. This rental for 1942 was paid by the Pacific Co-Operative Union in part, $148.23, by post-dated cheque which was received on 18th January 1943 from Mr. T. Shimoda and proceeds paid to the credit of his account. The option for 1943 was not exercised, and on 5th March 1943 the Custodian leased to John S. Rouse for ten (10) months as from 1st March 1943 to 31st December 1943 at a rental of $95.00, with some storage space reserved. This lease was assigned to the Director, Veterans' Land Act and was paid to the Custodian subsequent to the withdrawal of the property from the list to be sold to the Veterans' Land Act. There is no record on file of an extension of this lease for 1944, but it appears from Mr. W.E. Anderson's letter of 30th March 1944 that Mr. Rouse was in occupation of the property at that date. The ledger account shows that only $10.00 was paid on account of this rent leaving a balance of $85.00 in respect to 1943 rental unpaid, as per Mr. Anderson's letter of 23rd December 1943. No payment was made on rental of 1944. Total revenue $10.00.

Mr. Anderson says he has $85 in trust for Mr. Rouse

TITLE:

The registered owner, Katsukuma SHIMODA having died on 25th December 1918, his interest in the land could not be vested and to procure conveyance, at the request of the Custodian, Toshio Shimoda, only child of Katsukama Shimoda, made application to the Official Administrator to administer his father's estate. This application was sent to Mr. J.M. Streight, official administrator, at New Westminster on 10th August 1943, and Letters of Administration issued to Mr. Streight on 10th March 1944. On completion of the sale of this property by the Custodian, we sent to Mr. Streight the balance to the credit of the estate, $456.91, on 29th March 1945. As the result of this administration, Mr. Streight

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forwarded 25th March 1946 to the Custodian $143.77, of which $71.89 was credited to the account of Masa Shimoda (file 8930) and the balance $71.88 credited to the account of Toshio Shimoda (file 4818).

Mrs. Masa Shimoda died on 18th October 1943 and the Custodian requested Mr. Streight to administer her estate on 27th August 1946, advising him that Toshio Shimoda had been repatriated and of a claim of the Dominion Treasury of $450.00 as an advance made to him in respect to his repatriation (letter 6th February 1947). So far as known Toshio Shimoda is the sole heir to his mother's estate. It was suggested by the Custodian to Mr. Streight on 3rd June 1947 that in view of the small amount of the estate of Masa Shimoda, so far as known, $111.89, and to avoid the expense of official administration, that credit should be transferred to the credit of Toshio Shimoda's account without taking out Letters of Administration. On the following day Mr. Streight replied that under the circumstances he would not take out administration, adding that he had no authority to give direction as to the funds. These funds were transferred to the credit of Toshio Shimoda on 12th June 1947.

The Custodian being unable to give conveyance to the Director, Veterans' Land Act promptly, this parcel was withdrawn from the V.L.A. list on 1st December 1943, pending estate devolution and administration as above.

APPRAISAL: Mr. Wm. H. Ansell, of Whonnock, was requested to make an appraisal of the property and reported on 21st April 1944 that in his opinion the land had a market value of $450.00 and the buildings $100.00 a total of $550.00.

ADVERTISED: The property was advertised for sale as parcel 594 of the Custodian's catalogue list.

OFFERS: Two offers to purchase were received by the Custodian:
From George Duckels Peacock, of Haney, through Hal Mensies, real estate agent, of Haney, of $760.00 (29th April 1944).

From A.E. Hartley, of Whonnock, of $980.00, (30th April 1944) on behalf of the Pacific Co-Operative Union (10th June 1944).

SOLD: To the Pacific Co-Operative Union for $980.00 as at 13th June 1944 with the approval of the Advisory Committee 26th May 1944 and of the Official Administration 21st June 1944.

CLEARING TITLE: On the registered mortgage 414680 assigned by filing 529770 there was at date of sale owing to the holder, James Victor Wilson Phillips, $512.24, amount approved by the Official

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Administrator ($511.88 29th August 1944, plus 36¢ interest). This amount, $512.24, with discharge of mortgage fee of $3.50, was paid to the Westminster Trust Company, agents for the mortgagee, on 31st August 1944, and an executed discharge of the mortgage received on 5th September 1944.

CONVEYANCE: A deed conveying the property to the purchaser was executed by Jack Milton Streight, Official Administrator of the Estate of Katsukama Shimoda, dated 22nd August 1944, was received by the Custodian and registered along with the discharge of mortgage on 26th February 1945.

TITLE: Certificate of Title No. 183848-E issued in the name of the Pacific Co-Operative Union 12th March 1945 and was mailed to the Pacific Co-Operative Union 2nd April 1945. Receipt of assigned insurance policy 444651 Mercantile Insurance Co. acknowledged 17th March 1945.

FUNDS: Released as per statement attached.

OLD TITLE: Certificate of Title No. 7925-E in the Land Registry Office, New Westminster, B.C.

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

Ian Macpherson

IM:ic

DATED: August 27th, 1947.

File Nos. 11297, 8930, 4818.

ACCOUNT OF ESTATE OF KATSUKAMA SHIMODA (Deceased) - File 11297

CREDIT -	Sale price of property		$ 980.00
	Rent from Pacific Co-Operative Union		148.23
	Rent from John Rouse		10.00
DEBITS -	Taxes, 1943, 1944	$ 153.28	
	Insurance	42.50	
	Interest on mortgage	62.24	
	Certificate of Encumbrance	1.00	
	Appraisal	10.00	
	Advertising	4.00	
	Registration fee	6.96	
		$ 279.98	
CREDIT -	Closing adjustments		48.66
	Released to credit of Estate of Katsukama Shimoda	906.91	
		$1186.89	$1186.89

Paid to Westminster Trust Co. principal of mortgage.... $ 450.00
Transmitted to Official Administrator and disbursed by him as per statement dated 5th May 1947 on file..... 456.91

$ 906.91

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ACCOUNT OF TOSHIO SHIMODA (Repatriate) - File 4818

CREDIT -	One-half estate of Katsukama Shimoda (File 11297)		$ 71.88
	Estate of Masa Shimoda (File 8930)		111.89
	Province of British Columbia - part funeral expense		40.00
DEBITS -	Liabilities paid by Custodian	$ 226.50	
CREDIT -	Other than real property credits of $52.73 less debits of $50.00		2.73
		$ 226.50	$ 226.50

A charge of $450.00 is on file for recoverable advance for repatriation.

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NAME: SHIMODA, Katsukama (Deceased) (See also File 4818)

FILE NO.: 11297

COMPANY	POLICY NO.	AMOUNT	EXPIRATION MONTH	EXPIRATION DAY	EXPIRATION YEAR	PROPERTY
Mercantile Insurance Company	444651	$1500.00	May	15	1946	S.Pt.Lot.22 of Lot 4,2,D. L.M.D., 3048-6th St., Whonnock Dom., Maple Ridge, BC

INSURANCE SUMMARY

Katsukama SHIMODA, Estate of (Died 25/12/1918)- File No. 11297
Toshio SHIMODA. Reg. No. 13495. (Repatriated) - File No. 4818

In his J.P. declaration Toshio Shimoda, son of the deceased registered owner, Katsukama Shimoda, declared no insurance on the premises, and the Westminster Trust Company was requested to effect some insurance on 24th March 1943. The Trust Company reported 18th May 1943 that the buildings had been insured in the amount of $1500.00 in the Mercantile Insurance Company, policy 444651, for three years expiring 15th May 1946. The premium of $42.50 was paid by the Custodian 20th May 1943. This was insurance of $500.00 on dwelling, $500.00 on rhubarb shed and picker's house, $200.00 on packing house and bath, and $300.00 on barn and lean-to. This policy was assigned to the Pacific Co-Operative Union, the purchaser, and mailed to the Union 15th March 1945.

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

EM:ic

DICTED: August 28th, 1947.

c.c. file 8930 - Masa Shimoda (Deceased)

Catalogue No. 594 File No. 11297

Name: The Estate of Katsukama SHIMODA - Reg. No. N/R (Deceased)
J. M. Streight - Official Administrator.

Civic Address: Lane off 6th Rd., Whonock, B. C.

Legal Description: South part 8.5 acres of Lot 29 of Lot 432, Group 1, Map 1208, as shown and outlined orange on sketch deposited No. 2686 in the District of New Westminster.

Classification: 2 Dwellings, barn and outbuildings.

..SOLD....

Registered in the name of: Katsukuma SHIMODA

Encumbrances: 41468C 9th December, 1918 Mortgage in Fee to Matthew J. Phillips and Herbert Ryal "In Trust" for the sum of $450.00 with interest at the rate of 8% per annum.

52977C 23rd May, 1924 Assignment of Mortgage No. 41468C to James Victor Wilson Phillips.

Sold to The Pacific Co-operative Union for $980.00 (cash) as of June 13th, 1944.

Encumbrances cleared from proceeds of sale.

Title delivered to registered owner March 17th, 1945.

Claims: Nil

Chattels: None on property. (See memo of April 4th, 1945.)

Extract from letter, dated December 6, 1943, from Crux & McMaster

File No. 11297

Name: Katsukuma SHIMODA (deceased).

Property Description: Pt. of Lot 29, Lot 432, Gp. 1. Municipality of Maple Ridge.

As instructed in Mr. Crux's letter of December 6, 1943, the above property has been deleted from the sale to the Director, Veterans' Land Act, because of prior encumbrances exceeding price offered.

SHIMODA, Toshio

3048-6th Road, Whonnock, B. C.

File #4818 Reg. #13495

Taken March 2/43



Out Buildings



Barn



BC-149-P

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

Farm Appraisal Report

File No. 1.1.1.29

Land Description South part of Lot 29 of Lot 432, Sketch 2686. Sec.2

Containing 8.6 Acres

Owner's Name KATSUKUMA, Shimoda Post Office Address R. R. Whonnock, B.C.

Nearest Rail Point WHONNOCK, C.P.R. Distance 2½ miles

Market Town Haney 7 miles - New Westminster Distance 27 "

Church (give denomination) WHONNOCK - Protestant Distance 2½ "

Nearest School Whonnock Public Distance 2½ "

State how property was identified: Road; posts and map check

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

Yes, by a 12' lane which is part of the property; 800' to No.6 Road.

Is this district a good one? Fair; opened up in last 10 years or so.

Employment opportunity Strictly limited locally; brickyard and mill, Haney 7 miles.

Predominating Nationality and religion: Very much Japanese. Very few others.

Describe Fencing and its condition: Lane; north line & west line rail & wire; Value $ fair.

Water supply: Good dug domestic well by house. Value $

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BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	30 x 36	Frame	12'	Shingle	20	Wood	Poor	$ 200.00
	x							
	x							
BARN- log	30 x 50	Log	12	Shake	15-20	Log	Poor	40.00
	x							
BARN	x							
Woodshed	30 x 18	Frame	8	"	15	Wood	Fair	20.00
GRANARY	x							
Double decker	x							
rhubarb and	x							
poultry house	20 x 40	"	18	"	10-15	"	"	100.00
	x							

Electric light installed.

Total present day value $ 360.00

Total Value Buildings add to farm $ 150.00

Is dwelling habitable without repairs? Not for a white man If not what is your approximate estimate of cost to make it habitable? In my opinion its value is only salvage value.

I doubt very much if a white family would occupy. $

Describe the basement and chimneys: Metal chimney - no basement.

No. rooms downstairs? 5 Upstairs? Attic How finished Shiplap; parts papered.

Are buildings painted? No Condition of paint -

Distance from nearst bush All clear

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
8.91	Gentle slope south	Sandy loam average 1'	Part clay, " sandy	Logans; Raspberries; Strawberries; Rhubarb; Beans & garden generally.	$70	$ 208.70
1.75	Level	ditto	ditto	Grass	$60	105.00

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.

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	
2.84	Undulating bush	Sdy.loam average 1'	Clay & sandy	Clear logged off land; little fire-wood available.	$100	$10	28.40

Area Unsuitable for Cultivation.

ACRES	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	
1	Steel side hill pasture. Has been cleared and cropped; too steep to be practical.		$20	20.00

Total value of Land $ 367.10

Total added by buildings to value of farm $ 180.00

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

Total value of farm $ 807.10

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Growing crops in good state of cultivation; spring weeds are now being hoed out by the new tenant.

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

Noxious weeds: Canada Thistle in evidence where the hoe has not reached.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Municipality of Maple Ridge.
Land, school and library - $25.98

Date: 22nd May, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 21 day of May 1942.

Inspector's Signature "T. GODFREY"

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

Farm Appraisal Report

KATSUKUMA, Shimoda
8.6 acres S.part Lot 29 of Lot 432,Sk.2686

Remark: Japanese family still in occupation. Property leased to Mr.W.Sheesin of Whonnock from May 1st for $300 for this year, & $150 per year for 1945 & onward. Lease arranged through Mr.Shimek of Mitsie, Manager of Pacific Co-Operative Association; good land with some cedar underdrains. The west half of the clearing is later land. Could do with more underdrains. Included in the parcel is the access to No.6 Road which is only a 12' lane; rather a handicap unless kept well gravelled. Electric light is installed and follows down the lane. South and East of the old log barn is the deep broad ravine. The ½ acre raspberries there are on a steep bank. Only a Japanese would ever have land cleared it.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

Gentle fall to south. Fertility quite good.

Many poultry were kept up to about five years ago.

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
½ acre raspberries		$
.33 acres strawberries, new planting.		$
1.19 " 1st and 2nd year bearing.		$
.64 " Logans; most of these in sod, retarded.		$
Catch of rhubarb, beans and fallow.		$
		$
		$
		$
		$
	Total	$

Amount fruit trees add to value of farm $

Notice of Assignment of Lease

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File No. 11297

TO: JOHN S. ROUSE,

Maple Ridge, B. C.

TAKE NOTICE that the rent payable pursuant to the terms of a lease-hold indenture made the 5 day of March A.D., 194 3 , between yourself as Lessee and the undersigned as Lessor, in respect of the lands and premises situate, lying and being in the Municipality of Maple Ridge District of New Westminster.
in the Province of British Columbia, more particularly described as South Part, Eight and One Half Acres (8.5 acres) more or less of Lot Twenty-Nine (29) of Lot Four Hundred and Thirty-Two (432) Group One (1) according to a registered map or plan thereof deposited in the Land Registry Office, City of New Westminster, in the Province of British Columbia, and therein numbered One Thousand Two Hundred and Eight)1208) as shown and outlined orange on Sketch deposited Number Two Thousand Six Hundred and Eighty-Six (2686)
and the said indenture has been assigned to The Director, The Veterans' Land Act, and that after this date all payments of rent, whether for arrears or otherwise, must be paid by you to The Director, The Veterans' Land Act at his Regional Office, Room 609 Westminster Trust Bldg., in the City of New Westminster, Province of British Columbia.

DATED AT THE CITY OF VANCOUVER, in the Province of British Columbia, this 26th. day of August A.D., 1943.

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

PER .....

STATEMENT OF RENT AND LEASE

Term of lease: March 1, 1943 to Dec. 31, 1943.

Rent for term: $95.00, Payable $10.00 on March 15, 1943, $85.00 on July 15, 1943.

Arrears: $85.00

Next rent due: .....

Balance payable under lease,
(including arrears, if any): $85.00

This Indenture

Made in triplicate the Ninth day of December in the year of our Lord one thousand nine hundred and Eighteen

In pursuance of the "Short Form of Mortgages Act"

Between

KATSUKUMA SHIMODA of Maple Ridge, District of New Westminster, Province of British Columbia, FARMER

hereinafter called the Mortgagor of the FIRST PART,

MATTHEW J. PHILLIPS and HERBERT RYALL, both of the City of New Westminster, Province aforesaid Executors, of the last will and testament of the late James Edward Phillips

hereinafter called the Mortgagee of the SECOND PART.

Whereas the Mortgagor is the owner in fee simple of the lands and premises hereinafter mentioned and described, and has applied to the Mortgagee for a loan of $ 450.00 on the security thereof;

And Whereas, the Mortgagee hath agreed to lend to the Mortgagor the said sum of $ 450.00 on having the repayment thereof, with interest, secured to them in manner hereinafter expressed.

Now Therefore This Indenture Witnesseth that, in consideration of the sum of four hundred and fifty - - - Dollars of lawful money of Canada now paid by the Mortgagee to the said Mortgagor (the receipt whereof is hereby by him acknowledged), the said Mortgagor **Doth Grant and Mortgage** unto the said Mortgagee their heirs and assigns for ever

ALL that certain parcel or tract of land situate in the Municipality of Maple Ridge, District of New Westminster, Province of British Columbia, more particularly known and described as all that portion of Lot numbered Twenty-nine (29), in the Subdivision of Section Two (2), Township Twelve (12), and District Lot numbered Four hundred and Thirty-two (432), Group One (1), N. W. D., according to the registered Map or Plan of the said Subdivision deposited in the Land Registry Office at the City of New Westminster, B. C. and numbered 1208, and more particularly described as follows:- Commencing at the South-east corner of Lot 29, in the Subdivision of Lot 432, Group 1, and Section 2, Township 12, N. W. D.; thence North-westwardly and following the South boundary of said Lot 29, 714.7 feet to a post set for the South-west corner thereof; thence North and following, the West boundary of said Lot 29, 409.6 feet to a post; thence East and parallel to the North boundary of said Lot 29, 647.5 feet to a post set 12 feet West of the East boundary of Lot 29 aforesaid; thence North and parallel to the said East boundary 600.5 feet more or less to a post set on the North boundary aforesaid; thence East 12 feet to a post set for the North east corner of Lot 29; thence South and following the East boundary of Lot 29, said boundary being the West boundaries of Lots 28 and 32, 1289.4 feet more or less to the point of commencement, and containing by ad-measurement Eight decimal Five (8.5) acres more or less, as shown on the Plan and colored red thereon.

Together with all buildings, fixtures, 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 he the said Mortgagor in, to or upon the said premises.

Provided this Mortgage to be void on payment of Four Hundred and Fifty - - - - - - - - - - xx/100 Dollars of lawful money of Canada, with interest at Eight per cent. per annum, as well after as before maturity, as follows:

payable half yearly on the Ninth day of June and December.

The said Principal sum is due and payable on the Ninth day of December, 1921.

the first payment of interest to be made on the Ninth day of June next (1919).

Provided Always that if any such interest or any interest payable on arrears of interest capitalized under this present clause shall remain unpaid for two months after the day on which the same ought to be paid then and in every such case the interest so in arrear shall at the expiration of such two months be added for all purposes to the principal sum hereby secured and shall henceforth bear interest payable at the rate and on the days aforesaid and all the covenants and provisions contained in these presents and all rules of law or equity in relation to interest on the said principal sum of $450.00 shall equally apply to interest on such arrears. And taxes and performance of Statute Labor.

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 Mortgagor has a good title in fee simple to the said lands. hath

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 encumbrances.

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 encumber the said lands.
And that the said Mortgagor will insure the buildings on the said lands to the amount of not less than the principal money hereby secured in dollars currency. Provided that if and whenever such sum be greater than the insurable value of the buildings, such insurance shall not be required to any greater extent than such insurable value; and if and whenever the same shall be less than the insurable value, the Mortgagee may require such insurance to the full insurable value. And it is further agreed that the Mortgagee may require any insurance of the said buildings to be cancelled and a new insurance effected in the office of any company named by them and also may of its own accord effect or maintain any insurance therein provided for, and any amount paid by them therefor shall be forthwith payable to them with interest at the rate aforesaid by the Mortgagor and shall be a charge upon the land.

And the said Mortgagor doth release to the said Mortgagee all his claims upon the said lands. Subject to the said proviso. The said Mortgagor covenants with the said Mortgagee that he will keep the said lands and the buildings and improvements thereon in good condition and repair according to the nature and description thereof respectively, and in case of neglect to do so, or if the Mortgagor or those claiming under him commit any act of waste on the said lands or make default as to any of the covenants or provisos herein contained, the principal hereby secured shall, at the option of the Mortgagee forthwith become due and payable, and in default of payment the powers of sale hereby given may be exercised.

Provided that the said Mortgagee on default of payment for two months, may on one month's notice enter on and lease or sell the said lands. And provided also that in case default be made in payment of either principal or interest for three months after any payment of either falls due, the said powers of entering and leasing or selling or any of them may be acted upon without any notice by the said Mortgagee. And also that any contract or sale made under the said power may be varied or rescinded. And also that the said Mortgagee may buy in and resell the said lands or any part thereof without being responsible for any loss or deficiency on resale or expense thereby incurred. Provided that such sale may be either by public auction or private sale, and either for cash or on credit, or part cash and part credit, and at such sale the whole or any part or parts of the said lands may be sold.

Provided that the Mortgagee may distrain for arrears of interest. Provided that the Mortgagee may distrain for arrears of principal in the same manner as if the same were arrears of interest.

Provided that in default of payment of the interest hereby secured, or taxes as hereinbefore provided, the principal hereby secured shall become payable.

And it is Hereby Agreed between the parties hereto that the Mortgagee may pay any taxes, rates, levies, assessments, charges, moneys, liens, cost of suit, or matters relating to liens or encumbrances on said land, or pay property, mortgage or income tax imposed, or that may be imposed, on the Mortgagee or the Mortgagor in respect of this property or Mortgage or the moneys secured hereby, and solicitors' and other charges in connection with this Mortgage, and valuators' fees, together with all costs and charges which may be incurred by taking proceedings of any nature in case of default by the Mortgagor, and the amount so paid shall be a charge on the said lands in favor of the Mortgagee and shall be payable at the time of payment of next quarter's interest, with interest at the rate aforesaid until paid; and in default, the power of sale hereby given, and all other powers thereunto enabling, shall be forthwith exercisable.

Provided that the hereinbefore mentioned notice of exercise of power of sale or lease, or either, may be effectually given either by leaving the same with a grown up person on the mortgaged premises, if occupied, or placing the same on some portion thereof, if unoccupied, or, at the option of the said Mortgagee, by publishing the same twice in some newspaper published in the county in which the said lands are situate, or if no newspaper be published in such county, then in some newspaper circulating in such county, and that such notice shall be sufficient though not addressed to any person or persons by name or destination, and notwithstanding any person or persons to be affected thereby may be unknown, unascertained, or under disability; and on any sale time for payment may be given and special conditions may be made, and the cost of any abortive sale shall become a charge upon the lands, and the Mortgagee may tack them to the mortgage debt.

Provided that the purchaser shall in no case be bound to ascertain that the default has happened under which the Mortgagee claims to lease or sell, and that the remedy of the Mortgagor shall be in damage only, and the sale under the said powers shall not be affected.

Provided that until default of payment the Mortgagor shall have quiet possession of the said lands.

And the Mortgagor hereby attorns to the Mortgagee and becomes tenant of the said lands during the term of this mortgage at a rent equivalent to and payable at the same days and times as the payment of interest as hereinbefore agreed to be paid, such rent when so paid to be in satisfaction of such payments of interest. Provided the Mortgagee may, in default of payment or breach of any of the covenants hereinbefore contained, enter on the said lands and determine the tenancy herein created without notice.

It is Agreed that the Mortgagee may satisfy any charge now or hereafter existing or to arise or be claimed upon the said lands, and the amount so paid shall be added to the debt hereby secured and bear interest at the same rate, and shall be forthwith payable by the Mortgagor to the Mortgagee and in default of payment the principal sum hereby secured shall become payable, and the powers of sale hereby given may be exercised forthwith without any notice. And in the event of the Mortgagee satisfying any such charge or claim, either out of the money advanced on this security or otherwise, he shall be entitled to all the equities and securities of the person or persons so paid off, and are hereby authorized to retain any discharge thereof without registration for a longer period than six months if they think fit to do so.

And it is Agreed and Declared that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole of the moneys hereby secured, and no person shall have any right to require the mortgage money to be apportioned upon or in respect of any such parts or lots, and the Mortgagee may discharge any part or parts from time to time of the mortgaged lands for such consideration as he shall think proper, or without consideration if he sees fit; and no such discharge shall diminish or prejudice this security as against the lands remaining undischarged or as against any person whomsoever.

And also it is Agreed that if the said principal or any part thereof be not paid at maturity, the Mortgagor shall not be at liberty to pay the same except after three months' notice in writing to the Mortgagee or upon payment of three months' interest in lieu of such notice.

And it is expressly Agreed between the parties hereto that all grants, covenants, provisos, and agreements, rights, powers, privileges and liabilities contained in this mortgage shall be read and held as made by and with, and granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places.

Provided that the said Mortgagor shall not, without the consent of the Mortgagee in writing, erect any improvements of a substantial nature, or enter into any contracts that may cause the premises to be encumbered with mechanics' liens, and that in case of failure to observe this proviso the principal money hereby secured shall (at the option of the Mortgagee) forthwith become payable.

Provided that the said Mortgagor may repay the whole of the principal monies and interest hereby secured at any time prior to due date, by paying to the Mortgagee three months' interest in advance, together with accrued interest to date of such payment, as a bonus for such privilege.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or 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).

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

ALED AND DELIVERED
'he Presence Of
ntosh"
ublic,
inster, B. C.

al)

"Katsukuma Shimoda"

the attached Mortgage is a true copy of the
Phillips and Herbert, dated
1942.

Dated December 9th 19 18

KATSUKUMA SHIMODA Maple Ridge, B. C.

TO

Matthew J. Phillips and Herbert Ryall, New Westminster, B.C.

Mortgage

Por. Lot 29, Subdn. of Sec. 2, Tp. 12, and D.L. 432, Gp. 1, N. W. D.

I HEREBY CERTIFY that, on the 23rd day of December 19 18, at NewWestminster, in the Province of British Columbia, Katsukuma Shimoda (whose identity has been proved by the evidence on oath of ~~A.N. MacINTOSH, LIMITED~~ A.N. MacIntosh, who is) personally known to me, appeared before me and acknowledged to me that he is the person the maker is subscribed thereto as part y thereof, and whose name mentioned in the annexed instrument as contents thereof, and that he executed the same voluntarily, and he know s the IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at New Westminster, B. C. this 23rd day of December in the year of our Lord one thousand nine hundred and eighteen

~~A Notary Public in and for the Province of British Columbia.~~
~~A Commissioner for taking affidavits within British Columbia.~~
~~strike out the words in brackets.~~

~~A. N. MacINTOSH, LIMITED~~
~~REAL ESTATE, INSURANCE, NOTARIES PUBLIC & CONVEYANCERS~~
~~NEW WESTMINSTER, B. C.~~

Seal.

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

AFFIDAVIT OF 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 of the full age of twenty-one years.
3. I know the said part , and that of the full age of sixteen years.
4. I am the subscribing witness to the said instrument and am

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.

Extract from Lease.

File #8795.
#4818.

Drawn by James M. Campbell.

Lessor: Tami SHIMODA (wife of Toshio Shimoda)

Lessee: Waldemar THIESSEN. \ Sony of Katsukuma

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.

Extract from Lease.

Lease No. 310.

File No. 11297.

Lessor: The Secretary of State. (Katsukuma SHIMODA)

Lessee: John S. ROUSE.

Date: 5th March, 1943.

Term: 10 months from 1st March, 1943 to 31st December, 1943.

Consideration: $95.00 - $10.00 on 15th March and $85.00 on 15th July, 1943.
No Taxes.

Property:

Land: South part 8.5 acres more or less of Lot 29 of Lot 432 Gp.1, Map 1208, outlined orange on Sketch 2686. Municipality of Maple Ridge.

Buildings: Included: Space reserved for storing chattels.

Chattels: Not included.

Lease handed S.S.B. 12/8/43.

W. D. BOWDEN
MANAGER

WESTMINSTER TRUST COMPANY

HEAD OFFICE
NEW WESTMINSTER, B.C.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE MANAGER

March 15th.1943.

EVACUATION SECTION
Rec'd MAR 16 1943
File 11297
Ans.
Referred

The Manager,
Office of the Custodian
Japanese Evacuation Section
506 Royal Bank Building,
Vancouver,B.C.

Re: Katsukuma Shimoda(Deceased)
Your File No.11297.

Dear Sir:

You have had correspondence with this Company and also Mr.J.V.W.Phillips, Assignee of the mortgage given by the above deceased on the property known and described as a Portion of Lot 29 Sub.of Section 2 Township 12 District Lot 432 Group 1 Map 1208, Municipality of Maple Ridge, upon which mortgage there is now owing the principal sum of $450.00 together with interest at 8% per annum from December 9th.1941, and upon which property we understand three or four years municipal taxes are unpaid.

Int Dec 9/41 to Dec 9/42. $36.00

A few days ago the writer made an inspection of this property, which is situated in the District of Maple Ridge and just off No.6 Road, approximately two miles East of Baker Road, north of Albion, B.C. The buildings on the property consist of a four room dwelling in poor condition, a shed at the rear of this dwelling apparently used to accommodate berry pickers and an implement shed in good condition. It would appear as if the property has been abandoned for some time and Mr.Phillips has asked us to write and see if you have any information on file concerning the property, whether or not it has been leased and just what possibilities there are of the mortgage being brought into good standing.

Lease 1/3 to 30/11/43 $5

Yours very truly,
WESTMINSTER TRUST COMPANY

W.D.Bowden. Manager.

WDB:D.

11237
4818
8930

August 10th, 1943

Mr. J. M. Streight,
405, 713 Columbia St.,
New Westminster, B. C.

Dear Sir:-

Re: Estate of Katsukuma SHIMODA (Deceased)

Property known as "a portion of Lot 29, Sub. of Section 2, Township 12, D. L. 432, Group 1, Map 1208, Municipality of Maple Ridge" consisting of about 8½ acres, is in the name of Katsukuma SHIMODA, an individual of the Japanese race. The property itself is situated in the District of Maple Ridge just off No. 6 Road approximately two miles east of Baker Road, North of Albion, B. C. Certificate of Title No. 7925-E is in the hands of the Registrar at New Westminster.

Constable R. A. Davidson who is in charge of Japanese registration at the Royal Canadian Mounted Police, and to whom we addressed an inquiry regarding Mr. Katsukuma SHIMODA, has declared to us that Mr. Katsukuma SHIMODA is dead and that he died sometime previous to the registration with the Royal Canadian Mounted Police of his widow, Masa SHIMODA, Japanese Police Registration No. 13493.

Masa SHIMODA, who is believed to be about 77 years of age, has declared to us that she is a widow. Her present address is Lemon Creek, B. C. Mr. Toshio SHIMODA, Police Registration No. 13495, aged about 43, has declared to us that he is the son of the late Mr. Katsukuma SHIMODA, that he himself is residing in Slocan, B. C., that his father, Katsukuma SHIMODA, died in Japan on November 25th, 1918, and to the best of his knowledge died intestate. Mr. Toshio SHIMODA has declared further that he is the only child of Masa SHIMODA and the late Katsukuma SHIMODA and that to the best of his knowledge there are no outstanding accounts against his father.

Insofar as the property itself is concerned, the assessed value of the land, for purposes of taxation, is $450.00 with an assessed value of improvements, also for tax purposes, of $1000.00. Taxes are in arrears. The Westminster Trust Company in New Westminster have filed with the Custodian a Statutory

Telephone 6315

G. R. McQuarrie

Barrister and Solicitor

Rooms 412-413, Westminster Trust Block
New Westminster, B.C.

November 25, 1943.

EVACUATION SECTION
Rec'd NOV 26 1943
File No. 11897
Ans. Wa
Referred Appleton

Custodian of Enemy Property,
675 West Hastings St.,
Vancouver, B.C.

Dear Sir:

I have been consulted by Mr. J.V.W. Phillips, a veteran of the last war and an amputation case, in reference to a mortgage which he holds on property formerly owned by one Katsukuma Shimoda (Deceased), being part of Lot 29, Lot 432, Group 1, Maple Ridge. The Principal of the mortgage is $450.00 and there is now in arrears the sum of $16.50 for interest, and five years taxes, totalling $102.22, making a total amount owing of $568.72 in all. The taxes as you will see, are getting in a very bad shape and Mr. Phillips would very much like to commence foreclosure proceedings, which however, he cannot do, as the property is now under your control. It would be appreciated if you would let me know what can be done so that my client can realize on his security. He is a native son of this province, and of course cannot see why he should be prejudiced because property belonging to an enemy has been seized. He would be prepared to accept the amount owing to him under the mortgage and give a discharge thereof or accept a deed to the property. It would be appreciated if you would let me hear from you.

Yours truly,

G.R.McQUARRIE

per

GRM) GR

In the SUPREME Court of BRITISH COLUMBIA

In the matter of KATSUKUMA SHIMODA *, deceased,*

and

In the matter of the "Administration Act."

DATED THE 10th DAY OF March , A.D. 19 44

UPON reading the Petition and affidavits of Jack Milton Streight

, it is ordered,

that Jack Milton Streight , Official Administrator for the

County of Westminster , shall be Administrator of all and singular

the estate of KATSUKUMA SHIMODA , deceased, *Intestate who died in Japan on the 25th day of December 1918, but was then resident at Hammond, in the Province of British Columbia.

and that notice of this Order be ~~published~~ disposed with

H. I. Bird, J.

Value of Estate $1450.00
Extracted by Messrs. Lidster & Allison
Solicitors.

CERTIFIED A TRUE COPY
District Registrar

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

* 15 bks-I

R. R. #1., Whonock, B. C.
April 21st, 1944.

11-97

Dept of Secretary of State.

Maple Ridge

Dear Sirs:

Please find below appraisal value of the following property:

No: 594- S. Pt of 29 Sk 2686 D-L 432 Gp 1.

This property consists of 8½ acres of land with two old houses and some old out buildings also old barn.
All of these buildings are very old and practically worthless land Appears to be good but cropped out.

Value of buildings	$100.00
" land	450.00
Total	$550.00

Wm H Ansell

Appraiser

3092- 3rd Road
W Ranch BC V4
April 30/47

59x

Office of the Custodian

Dear Sirs -

I wish to offer a tender for the following piece of land situated in the Maple Ridge municipality.

Catalogue No. 59x — Lot of 6th Road

S- Ps 29 - Custodian File No- 11297

I will pay $980 for the property for which a cheque of 10%- $98 is enclosed.

Thanking you I am
yours respectfully
A. E Hartley

Rec'd
File No. 11297

A.E. HARTLEY
PHONE 155R HANEY

Fire, Theft, Automobile
Sickness and Accident
Plate Glass and Burglary
Insurance

Sun Life Insurance
Company's Agencies

Office Phone 105 — The Oldest Established Agency in the District — Residence Phone 63M

Hal Menzies

REAL ESTATE and INSURANCE

•• HANEY, B.C. ••

Notary Public
Conveyances
Loans and Appraisals

Rec'd April 1/44
File No. 11297
Ans. Amp
Returned

April 29th, 1944.

The Custodian,
506 Royal Bank Building,
275 West Hasting Street,
Vancouver, B.C.

Tender, Catalogue # 598 — 594

Dear Sir:

On behalf of George Duckels Peacock we submit a tender of $760.00 for the property described in your catalogue as # 594 Lane off No. 6 Road, being South part of Lot 29, sketch 2686, District Lot 432, Group 1, Map 1208 Your File # 11297.

We enclose Money Order in the amount of $76.00 being 10% of the amount tendered.

Yours truly,

H. Menzies

HM:MF
Enc.

Rec'd JUN 12 1944
File No. 1129
Reference HARROP

June 10th, 1944.

Cat-594

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

Dear Sir:-

This is to certify that I, A.E. Hartley, agree that the transfer of title for property purchased by me shall be made out in the name of Pacific Co-op. (Pioneer Mercantile) Union. When my account is clear with them they agree to have title transferred to my name.

Yours very truly,

A. E. Hartley

A. E. Hartley

11297

Aug. 15th, 1944.

Mr. J. M. Straight,
Official Administrator,
New Westminster, B. C.

Dear Sir:

Re: South part 8.5 acres of Lot 29 of
Lot 432, Gp. 1, Map 1208, as shown
& outlined Orange on Sketch depos-
ited No. 2686, D. N. V.

In respect to the above described parcel of land it is the understanding that you have consented to register the Letters of Administration of the estate of Katsukuma SHIMODA, and that you have agreed to execute a Deed of this land to the Pacific Co-operative Union of Mission, B. C. I am enclosing a draft Deed in duplicate covering the land and I shall be pleased if you will execute same as Administrator and return to me the two copies. The proceeds of the sale will be paid over to you as soon as the deal is completed, or if the deal should not be completed, we will return both copies of the documents to you.

If the duplicate Certificate of Title is not in your possession and is not in the Land Registry Office, will you please advise me of names and addresses of heir or heirs of the estate.

To facilitate this matter, Mr. Edmonds of this office will call upon you and will discuss with you any suggestions you may have to make.

Yours truly,

Ian MacPherson,
Title Examiner.

IM:AM
Encl.

Catalogue No. 994
File No.11297
Lane off 6th Rd. Whonnock,B.C.
S. pt. 29(Sk.2666)432/6p 1/1208 .

March 9th, 1945.

PACIFIC CO-OPERATIVE UNION, MISSION CITY
B.C.

(Purchasers)

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as at June 13th, 1944)

	DEBIT	CREDIT
Purchase price	$980.00	
Cheques received		980.00
Registration fees on deed-$980.00	5.95	
Insurance premium -63.9% x 42.50	27.16	
Purchaser's proportion of 1944 taxes - 202/365 x 28.09	15.55	
Balance owing by purchaser		48.66
	$1028.66	1028.66

BALANCE OWING BY PURCHASER - $48.66

~~J.A.S. STATEMENT~~

STATEMENT RE SALE OF: Name: Estate of SHIMODA, Katsukuma

Catalogue No: 594 File No: 11277

Street Address: Thornhock, B. C.

Legal Description: S. pt. 29(St. 2666)432/G.1/P. 1208

Date of Sale and Adjustments ..June 13, 1944.....

Sale Price			$ 980.00
~~Real Estate Agents Commission~~	$		
Charge for Valuation		10.00	
Charge for Advertising		4.00	
Land Registry Office Transmission Fee		1.01	
Encumbrances:			
~~Unpaid Vendor~~			
Mortgage		512.24	
	Release	3.50	
~~Arrears of Taxes~~			
~~Other charges~~			
Adjustments:			
Fire Insurance			27.16
Taxes			15.55
~~Rates~~			
Water			
	$ 530.75		$1022.71
Net Proceeds credited to your account			$491.96

Date:.....March 26, 1945.....

Compiled by:.....George Peters.....

Catalogue No. 594
File No. 11297
Lane off 6th Road, Whonnock
S. pt. 29/432/1/1208
Certificate of Title No. 183848-E

Control of property covered by Certificate of Title No. 183848-E is by us hereby acknowledged and we agree that all adjustments and incidents connected with the sale to us of this property have been settled.

Receipt is also acknowledged of Mercantile Insurance Co., Policy No. 444651 which has been assigned to us.

Dated at Mission City B. C., this 17th day of March 1945.

Signed [illegible]
Chas. A. Lee.

Return to the Custodian.

Catalogue No. 994
File No. 11297

EVACUATION SECTION
Rec'd MAR 23 1945
File No.
Ans.
Referred Peters

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

Dear Sirs:-

Re: File 11297

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

PACIFIC CO-OPERATIVE UNION

.....Signed

Return to the Custodian

W. D. BOWDEN
MANAGER

WESTMINSTER TRUST COMPANY

HEAD OFFICE
NEW WESTMINSTER, B. C.

PLEASE ADDRESS ALL COMMUNICATIONS TO THE MANAGER

August 22nd.1944.

Rec'd AUG 24 1944
File No. 11797
Ans.
Referred

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

Re: Matsukuma Shimoda.

Dear Sir:

Mr.J.V.W.Phillips, holder of a mortgage on property known and described as The South part 8.5 acres of Lot 29 of Lot 432 Group one, Map 1208 as shewn and outlined orange on Sketch deposited No.2686, New Westminster District, has asked us to communicate with you with reference to this mortgage, which he states is to be paid. There is now due Mr. Phillips the sum of $450.00 principal, with interest from December 9/42 at the rate of 8% per annum. Upon receipt of your cheque for the principal and interest, together with release fee of $3.50, we shall be pleased to forward the Discharge of Mortgage.

Yours very truly,
WESTMINSTER TRUST COMPANY

W.D.Bowden

Manager.
Per. W.D.

WDB:D.

509 Royal Bank Building,
Vancouver, B. C.
April 2nd, 1945

11297
Evacuee Section

J. M. Straight, Esq.,
Official Administrator,
New Westminster, B. C.

Re: Estate of Katsukuma SHIMODA

Dear Sir:

With reference to your letter of the 24th ultimo, we enclose our cheque amounting to $456.91, being the balance of funds to the credit of the deceased with the Custodian. We also enclose a statement of the deceased's account, and statement covering the sale of the real property.

There are some arrears of rent owing for 1943 by J. S. Rouse, which we are endeavouring to collect and when settlement is received, we will remit to you.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/JF
Encls.

509 Royal Bank Building,
Vancouver, B. C.
August 27, 1946

6930,4818,11297
Evacuee Section

J. H. Straight, Esq.,
Official Administrator,
New Westminster, B. C.

Re: Estate of Mase SHIMODA, Dec'd

Dear Sir:

We have been advised by the Department of Labour, Japanese Division, that the above noted Japanese person died at Lemon Creek, B.C. on October 18, 1943, and we are writing to request that you kindly undertake the administration of her Estate.

The only asset of the above deceased, of which the Custodian has knowledge, is a credit balance with this office, amounting to $111.89, which funds represent a distribution to the widow in connection with the Estate of her deceased husband, Katsukama Shimoda, which Estate was administered by you.

The sole beneficiary of this Estate is the son, Toshio Shimoda, who was repatriated to Japan on August 2, 1946.

With the exception of funeral expenses, amounting to $80.00, which we presume were paid by you from funds held in the Estate of her deceased husband, no claims appear on file against this deceased.

Kindly advise us as to your willingness to act in this Estate and when Letters of Administration have been issued to you, kindly forward a certified copy to this office, in order that we may remit the funds now in our hands to you.

Yours very truly,

W. J. Johnston
Administration Department

WJJ/JF

11297, 4818, 8930

February 6, 1947.

Mr. J.M. Straight,
Official Administrator,
607 Columbia Street,
New Westminster, B.C.

Dear Sir:

Re: Estate of Katsunama SHIMODA, Deceased, and
Nasa SHIMODA, #13493, Deceased.

On reviewing Katsunama Shimoda's file for closing we note that in March 1945 we sent you funds for the credit of this estate being the net proceeds from sale of real property owned by the deceased. We subsequently received cheques for the credit of the heirs but do not appear to have received the statement of receipts and disbursements. At your early convenience we would be glad to have this to complete our file record.

With reference to the Estate of Nasa Shimoda, widow of Katsunama, we wrote you on August 27, 1946 but have had no reply. Would you please let us know whether you have taken any action in this matter.

As stated in our letter the total assets belonging to Nasa Shimoda consist of $111.89 being her share of the estate of Katsunama her husband. This sum however, was not credited to her account until after her death which occurred on October 13, 1943. As far as we have been informed the sole survivor is Toshio, her son, who returned to Japan on August 2, 1946 having received an advance from the Dominion Treasury on behalf of himself and family (8 children) in the sum of $450.00 an amount recoverable by the Dominion Treasury from funds left in Canada.

In addition he has left debts totalling several hundreds of dollars to meet which only $164.61 is now available in his account.

In consideration of the small amount in the Estate of Nasa Shimoda, unless you have already made application for

Letters of Administration, we would be glad to consider the possibility of crediting the heir's account with the full proceeds from the father's estate and applying the available funds against his debts.

We assume that the burial charges relating to Kasa Shimoda have been paid from the estate of the deceased husband before distribution of the residue.

We would be glad to hear from you as soon as possible in this connection.

Yours truly,

A. G. MacArthur,
Office of the Custodian.

AGM:AH

J. M. STREIGHT
OFFICIAL ADMINISTRATOR

TELEPHONE:
703

405 WESTMINSTER TRUST BUILDING
NEW WESTMINSTER, B. C.

5th May, 1947.

STATEMENT RE:

ESTATE OF KATSUKAMA SHIMODA

From April 1945 to May 1946			Dr.	Cr.
By Cash		Custodian		456.91
"	"	"		~~100.00~~ 10.00
To	"	Custodian Legal	10.00	
"	"	Taxed Bill	113.69	
"	"	Funeral - Dept. of Labor	80.00	
"	"	Funeral - Rec. Gen.	80.00	
"	"	Exps this office	39.45	
"	"	Custodian	143.77	
"	"	Refund re funeral		80.00
"	"	Custodian	80.00	
			546.91	546.91

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

Re cheque we sent J.M. Streight on 21 June '45 was $10 (not $100)

11297, 4818, 8930

June 3, 1947.

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

Dear Sir:

Re: Estate of Katsukasa Shimoda, Deceased,
and Hasa Shimoda, Deceased.

We have to acknowledge your letter of May 31, 1947, enclosing statement of the Estate of Katsukasa Shimoda, deceased, as requested in our letter of February 6, 1947.

In our letter of February 6, we also requested you to advise us if you had applied for Letters of Administration in the Estate of Hasa Shimoda, deceased, the widow of Katsukasa Shimoda, deceased. As we have already stated, the Estate of Hasa Shimoda consists of $111.89, being her share of the Estate of Katsukasa Shimoda, deceased, which sum was credited to her account in this office after her death. We have no record of other assets and no record of liabilities. As far as we are aware, the sole survivor is Toshio Shimoda, her son, who has returned to Japan, having received an advance from the Dominion Treasury in the amount of $450.00, recoverable from any funds belonging to him which may have been left in Canada.

In view of this claim by the Treasury Department and the small amount of the estate, we would be pleased to consider transferring the funds now at credit in the account of Hasa Shimoda, deceased, to Toshio Shimoda, unless this procedure is disapproved by you.

We would appreciate an early reply.

Yours very truly,

A. G. MacArthur,
Office of the Custodian.

/AG