12875

FRASER VALLEY

FILE No. 12875 RP 5

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: Midori Moriyama

HOME ADDRESS: 3938 Silverdale Road, Mission City, B.C.

REGISTRATION NUMBER 00522 SEX: female AGE: 28

OCCUPATION: Dressmaker

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

EMPLOYER:

MARRIED? No

NAME OF WIFE OR HUSBAND:

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN:

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION: East of lot seven (7) S.W. 1/4 of Sec. 26. Tp. 17 map 905 Mission M. D.

2. BUILDINGS AND OTHER IMPROVEMENTS: 1 house, 1 large barn, 1 large wood house and root-house

3. INSURANCE (Give particulars; state where policies are) The fire insurance policy is held by my father Zenichi Moriyama

4. TAXES (Amount and where payable) Around $20.00, payable in Mission City B.C.

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

6. OCCUPANCY AND LEASES (If vacant so state) Please ask T. Moriyama Present address:- % W.C. Shields Shaughnessy Alta.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: A. H. Young, Dominion Bank Building, Vancouver B.C. (Victory Square)

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST:

9. IF FARM LAND STATE CROPS SOWN

Clarence & Dorothy Montgomery

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

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:

Clarence & Dorothy Montgomery

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

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY Dorothy Montgomery
P.W.C. Shields
Shaughnessy
Alta.

FORM "JP" FILE No._____

4. INSURANCE CARRIED ON ABOVE PROPERTY:_____

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

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

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

8. BANK ACCOUNTS:_____

9. LIFE INSURANCE:_____

10. INTEREST IN ANY ESTATES OR TRUSTS._____

11. SAFETY DEPOSIT BOX:_____

LIABILITIES:

1. PERSONAL DEBTS:_____

2. TRADE DEBTS:_____

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 December 1942.

(Signature) Nomoriyama

S. Yasui
Witness

FOR DEPARTMENTAL USE_____

INFORMATION FROM R.C.M.P.

DATE 15/4/43

File No. 12875

Full Name MORIYAMA, Midori
(Surname in Block Letters)

Registration No. 00522 Male - Female (Check) Age May 18, 1914

Former Address 637 Seymour St., City

Date Evacuated Sept. 28, 1942 Naturalized - Canadian-Born - National (Check)

Present Address Roseberry, B. C.

Married - Single (Check)

Name of Wife

Name of Husband

Name of Mother (nee YAOTA) Haruko # 13632 Name of Father Toyoki # 13475

Names of Children under 16

Requested by D.A.Cramer Registered with Custodian Yes (Yes or No)

Additional Information Dressmaker

FIRE INSURANCE SUMMARY

File No. 12875.

Midori MORIYAMA - Reg. No. 00522.

The above named Japanese declared on her JP Form signed 17th December 1942 that she had a Fire Insurance Policy.

It was found that there was a Fire Policy for $1,000.00 written in the North West Fire Insurance Co., No.193853, covering the dwelling, expiring January 23rd, 1943. As this was so near expiry date no refund of Premium was allowed. This policy was renewed under Policy No.206368, $1,000.00, North West Fire Insurance Co., which was transferred to The Director, The Veterans' Land Act, and paid for by them.

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

March 21st, 1947.

D. E. GRANGE.

DAC:JS

LIABILITY SUMMARY

File No. 12875.

Midori MORIYAMA - Reg. No.00522.

The above named Japanese declared on her JP Form signed 17th December 1942 that she had no Personal or Trade Debts, and we can find no evidence of any claims having been filed against her.

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

March 21st, 1947.

D. A. CRAMER.

DAC:JS

FILE NO.	NAME	FILE NO.
00522	MORIYAMA Midori (see file Int. 182) & 2861	12675

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
North West Fire Insurance Company	Renewed. Pol.#206368 193853 Transfered to S.H.B.	$1,000.	Jan.	29	43	South side Silverdale Rd., Mun.of Mission,B.C. Lot 7, S/W ¼ Sec.20,Twp.17,
North West Fire Insurance Company	Transfered to S.H.B. 206368	$1,000.	Jan.	13	46	South sideSilverdale Road Mun.of Mission,B.C. Lot 7, S/W ¼ Sec.20,Twp.17,

REAL PROPERTY SUMMARY

JAPANESE NAME: Midori MORIYAMA Reg. No. 00522 File No. 12875.
Copy for Int. file 182.

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act.
First Offer BC/737-P.

PROPERTY ADDRESS: 3938 Silverdale Road, Mission City, B.C.

LEGAL DESCRIPTION: Lot 7 of the South West ¼ of Section 20, Township 17, Map 905, Save and Except Part 1.37 acres as shown on sketch deposited No.6364 and Part 0.33 of an acre as shown on sketch deposited No.6699, Mun. of Mission, D.N.W.

TITLE: Registered in the name of Yeizo YETO. (Int. file 182).

ENCUMBRANCES: 28/319/48156C. 30th January, 1922, Easement or right of way to Mission Public Service Company Limited as to Part May 3406.

There is an unregistered Agreement for Sale given by Yeizo YETO, Int. File 182, to Midori MORIYAMA, dated 1st April 1936, covering this property.
Price $2,100.00. Cash $100.00, and balance of $2,000.00 by instalments of $100.00 each on the first days of April, August and December in each and every year commencing on first day of August, A.D. 1936, until the full balance is paid, with interest at the rate of 6% per annum payable as follows: On the first day of December in each and every year computed on as much of the principal money as shall from time to time remain unpaid till the whole of the said principal sum be fully paid and satisfied. The first payment of interest shall be made on the 1st day of December, 1936.

Miss Midori MORIYAMA was notified by Registered Letter, January 14th, 1944, that A.H. Young, acting as Solicitor for Yeizo YETO, Int.182, had filed a statement informing us that you are indebted to his client in the sum of $1,476.09 as at March 5th, 1943, in connection with the unregistered Agreement for Sale from Yeizo YETO to her covering the above noted property. We have P.O. Receipt No.23892, January 28th, 1944, signed by Midori MORIYAMA acknowledging receipt of same, and also her signed acknowledgment that A.H. Young's statement is correct.

Vesting Order filed No. 24801 as to interest of Yeizo YETO, Int.182, and No.24824 as to interest of Midora MORIYAMA.

ASSESSED VALUES: Land $440.00
Improvements $500.00 - Total $940.00. Taxes - $21.16.

CLASSIFICATION: This is a small fruit farm with an area of 6.12 acres, 5 acres of which are cultivated and planted to the following crops: 2 acres strawberries, ¼ acre loganberries, 1¼ acres hops, 40 young cherry trees. Balance of land taken up by the buildings and a ravine. 1 - 1½ storey 5 room dwelling, in very poor condition. 1 bunk house 20'x28'. 1 shed and barn 16'x30'. 1 small shed and garage.

HISTORY OF ADMINISTRATION: This property was leased by Toyoki MORIYAMA, file No.2861 (Father of Midori MORIYAMA), April 6th, 1942, to Deitrich Miereau in conjunction with Toyoki MORIYAMA'S own property and a parcel of leased land for the sum of $1,500.00, which was apparently received by Toyoki MORIYAMA file 2861, at the time of signing said lease and giving Deitrich Miereau the option of renewing the lease free of charge until their return. Miereau remained on the property under this lease during our complete term of administration and therefore, no revenue accrued to this office from the property.

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

1476.09
805.60
670.49

The net proceeds amounting to $806.60 less $1.00 for Certificate of Encumbrance were transferred to the account of Yeizo YETO, Int.182, in view of the fact that the balance owing to him was in excess of the proceeds of the sale, therefore, wiping out Midori MORIYAMA'S interest in the property. This transfer does not however relieve her of her personal covenant under the Agreement for Sale.

Certificate of Title No.171902-E in the name of The Director, The Veterans' Land Act.

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

March 21st, 1947.

DAC:JS

D. A. CRAMER.

MAR 6 1943
Referred

Int. 182
File No. 12875

NATURE OF ENCUMBRANCE ..Agreement for Sale ..... or .....
(registered) (unregistered)

Name of Owner of Property ..MORIYAMA, Midori(Miss)..... Reg. No. ..00522.....

Address .....3938 Silverdale Road, Mission, B.C.....

Occupation .....Dressmaker..... Age ..28.....

Registered Owner of Property ...Yeizo Yeto..... C.T.No. ..113327-E.....

Property:

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

Legal Description Lot 7, S.W. ¼ of Sec. 20, Tp. 17, Map 905, save and except part 1.37 acres - sketch 6364 and part o.33 of an acree as shown on sketch deposited No..6699, N.W.D..... L.R.O. .....

Nature of interest .....

Particulars of Encumbrance:

Date .....1st April, 1936.....

Parties to document:

Name .....Yeizo YETO..... Vendor

Address .250 Powell Street, Vancouver, now at Taga-mura, Inukami-gun Shiga-Ken, Japan.....

Name ....Midori Moriyama..... Purchaser

Address .250 Powell Street, Vancouver, B.C.....

Principal Amount $2100.00.....

Terms of Payment .....See Reverse Side.....

..... Rate of Interest ..6%

Arrears, if any: Principal ..... Interest .....

Balance owing as at this date ....March 5th 1943....$1476.09.....

Standing of Taxes: Arrears ..... Current .....

Insurance:

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

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

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

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

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

.....The original Agreement of Sale in possession of A.H.Young.....

.....

Dated at ...Vancouver....this .....5th..... day of .....March..... 1943 A.D.1942.

Entered

CERTIFIED CORRECT:

A. H. Young
(Signature)

1009 Dominion Bank Bldg.

[redacted]

Fay File Nos. 12875 - Mrs. Midori MORIYAMA 16th September, 1942.
2863 - Toyoki MORIYAMA
Navy File - Iwao YEBO

We are attaching hereto a memorandum showing the details of coverage under Policy No. 193855, North West Fire Insurance Company, written in the name of Mrs. Midori MORIYAMA.

In the first place, as far as I can tell, this should have been Miss Midori MORIYAMA instead of Mrs. Information on file would indicate that she is the unmarried daughter of Toyoki MORIYAMA, (File No. 2863).

The property covered under the above numbered fire insurance policy was apparently purchased under Agreement for Sale from Mr. Iwao YEBO (see letter dated A. Aung, of December 18, 1941 in File #148, Navy Section).

I suggest a separate file in the name of Miss Midori Moriyama should be opened, which has been done, as shown above (No. 12875).

DMcIN

Mr Ian Jeffreson

November 26, 1942.

MEMORANDUM

File No. 12875 MORIYAMA, Midori

RE TITLES AND ENCUMBRANCES

Re: Lot 7, S.W.¼ Section 20, Township 17, Map 905, except part 1.37 acres sketch 636# and part .33 acres sketch 6679. Mission D.C.

Received:

Copy of unregistered agreement for sale Teiso Yoto to Midori Moriyama.

Agreement in possession of Albert E. Young, solicitor, 207 W. Hastings Street, Vancouver, B.C., Ma. 2825. (see his letter December 16, 1941, Enemy file 182.) also, particulars of right of way #48156C appearing on certificate of encumbrance.

D. Davidson.

D. Davidson.

DD/CD

New Denver B.C.
Dec. 18, 1942.

EVACUATION SECTION
Rec'd DEC 22 1942
File No. 12175
Ans. Richardson
Referred Drewsberry

Mr. R. C. Alexander,
506 Royal Bank Bldg.,
Vancouver B.C.

Dear Sir:

I am sending the filled in forms although I don't know whether I should or not because I only hold an "Agreement of Sale of Land" for Mr. Seizo Seto now residing in Japan.

There has been some misunderstanding concerning the land so the payments have not been kept up. My father Tsuyoki Moriyama made a few payments lately.

All the improvements on the farm has been made by my father also.

I am sorry I was unable to send the forms at an earlier date due to an inpection in my eye.

Yours truly,
Midori Moriyama

Jan 4/43
A

11428

B.C Box 445
New Denver B.C.
Jan. 10, 1943.

EVACUATION SECTION
Rec'd JAN 13 1943
File No. 1142 F
Ans. 1
Referred Crowe

M. G. D. Richardson,
506 Royal Bank Bldg.,
Hastings and Granville,
Vancouver B.C.

Dear Sir:

Enclosed you will find the Agreement for Sale of Land which I was requested in his letter.

There was a letter from Mr. Ogata to Mr. Young, sometime in 1939, saying that I would not have to pay any interest since that time.

I did not figure out how the agreement stands at date as to principal and interest.

The last payment & payments were made by Zenjiro Moriyama (Deceased) through Mr. Shimek of The Pacific Co-Op. Ass. of Mission City B.C.

Yours truly
Midori Moriyama

11426.

This Agreement,

made in triplicate this 1st day of April in the year of Our Lord one thousand nine hundred and ~~forty~~ thirty-six

BETWEEN

YEIZO YETO, Restaurenteur formerly reisiding at #250 Powell Street, in the City of Vancouver, British Columbia but now residing at Taga-mura, Inukami-gun, Shiga-Ken, Japan.

Name, Address and Occupation of Parties

hereinafter called the "Vendor" of the one part

AND

MIDORI MORIYAMA, residing at #250 Powell Street, in the City of Vancouver, British Columbia, Spinster,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster, Provi ce of British Columbia, and known and described as
Lot Seven (7) of Part of South West quarter of Section Twenty (20) Township Seventeen (17), Map 905, SAVE AND EXCEPT Part 1.37 acres shown on Sketch 6364 ALSO SAVE AND EXCEPT Part 0.33 of an acre shown on Sketch 6699.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of ----------Two Thousand One Hundred ($2100.00)----------Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of One hundred ($100.00) Dollars----------~~Dollars~~ on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance ~~payable as follows~~ of Two Thousand ($2000.00) Dollars by instalment of One Hundred ($100.00) Dollars each on the first days of April, August and December in each and every year commencing on the first day of August, A.D., 1936, until the full balance is paid.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Six (6%) per cent. per annum, payable asfollows: on the First day of December in each and every time year computed on as much of the principal money as shall from time to time remain unpaid till the whole of the said principal sum shall be fully paid and satisfied. The first payment of interest shall be made on the 1st day of December, 1936.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

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

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

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

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

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

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

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

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

Midori Moriyama, #250 Powell Street,
Vancouver, B.C.

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

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

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

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

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness "Edith Howe"

Street Address 1243 Thurlow St.

City Vancouver, B.C.

Occupation Stenographer

"Yeizo Yeto" (Seal)

by A.H. Young,
his attorney-in-fact

"M. Moriyama" (Seal)

FOR ATTORNEY

I Hereby Certify that, on the 6th day of April, 1936 at Vancouver, in the Province of British Columbia, ~~(whose identity has been proved by the oath of~~ Albert Henry Young, ~~who is)~~ personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of (maker) Yeizo Yeto to the annexed instrument as the maker thereof, that the said (maker) Yeizo Yeto is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said (attorney) Albert Henry Young knows the contents of said instrument, and subscribed the name of the said (maker) Yeizo Yeto thereto voluntarily as the free act and deed of the said (maker) Yeizo Yeto under authority of a power of attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Vancouver in the Province of British Columbia, this 6th day of April in the year of our Lord one thousand nine hundred and ~~forty~~ Thirty-six

"John Ozwald Gill." (Seal)

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.~~

THE ATTACHED IS A COPY OF THE AGREEMENT FOR SALE OF LAND BETWEEN YEIZO YETO AND MIDORI MORIYAMA DATED APRIL 1st, 1936. I HEREBY CERTIFY THAT THE ACTUAL PARTICULARS AS TYPED IN ARE CORRECT. I ALSO CERTIFY THAT THE PRESENT CLAUSES ALTHOUGH NOT WORDED EXACTLY AS IN THE ORIGINAL, GIVE THE SAME REMEDIES.

JANUARY 15, 1943.

A Notary Public in and for the Province of British Columbia

I Hereby Certify that, on the

(whose identity has been proved by the oath of , who is) personally appeared before me and acknowledged to me that he is the , and that he is the person who subscribed his name to the annexed instrument as of the said and affixed the seal of the to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

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

AFFIDAVIT OF WITNESS

Province of British Columbia
To Wit:

I, of the
of , in the Province of British Columbia,
make oath and say:

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

Sworn before me at
in the Province of British Columbia, this
day of 19

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

Dated April 1st, A.D. 1936

YEIZO YETO

AND

MIDORI MORIYAMA

Agreement FOR SALE OF LAND

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C.
Form No. 27

Part of Lot Seven (7), S.W. ¼ of Sec. 20, Tp. 17, Map 905, Mission, N.W.D.

FOR MAKER (INCLUDING MARRIED WOMEN)

I Hereby Certify that, on the day of , 194 , at , in the Province of British Columbia, (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that the person mentioned in the annexed Instrument as the maker thereof, and whose name subscribed thereto as part , that know the contents thereof, and that executed the same voluntarily, and of the full age of twenty-one years.

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

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

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

DATE PAID	PRINCIPAL	INTEREST	PAID TO
1936 April 6	100—	"A.H.Y."	
Aug. 4	100	"A.H.Y."	
Dec. 4	100	"A.H.Y."	
1937 Apr. 5	100	"A.H.Y."	
Aug. 4	100	"A.H.Y."	
Dec. 17	50	"A.H.Y."	
1938 Jan. 27	50	"A.H.Y."	
1939 Feb. 27	100.	"A.H.Y."	

Internee File #182.
Evacuee File #12875.

May 20th, 1943.

MEMORANDUM

TO: Mr. W.E. Anderson

FROM: Mr. K.W. Wright

Re: Yeizo YETO (In Japan)
Midori MORIYAMA (Evacuee)

We have your memorandum of the 14th instant, advising us that property described as Lot 7 of part of the South West Quarter of Section 20, Township 17, Map 905, save and except part 1.37 acres - Sketch 6364, also save and except part 0.33 of an acre, shown on Sketch 6699, is leased by Toyoki MORIYAMA to a Mr. Dietrich Miereau. This lease was stated to be renewable free of charge.

There does not appear to be a copy of this lease on file and we notice a pencil note by Mr. Iverson, stating that Miereau has an option to renew through the Pacific Co-Operative Union.

Yeizo Yeto, a resident of Japan, in whose name the property is registered, has an interest in the property to the extent of the unpaid balance of an unregistered Agreement of Sale to Midori MORIYAMA. This balance amounted to $1,476.09 as at March 5th, 1943. As the lease to Miereau was not given by Midori MORIYAMA, and was stated to be for an indefinite term, we would suggest that a more equitable arrangement should be made.

We would like to have your opinion as to the best manner of placing this property on a revenue producing basis of at least sufficient to cover the taxes and interest on the Agreement of Sale.

K.W. Wright

KWW/EW.

File No.12875
Int. No.182

11th June, 1943.

MEMO - MR. K. W. WRIGHT.

re: Keizo KETO & Midori MORIYAMA.

In reply to your memorandum dated May 20th we attach hereto the files and a copy of lease dated April 6th, 1942, from Toyoki Moriyama to Dietrich Miereau.

In the third paragraph of your memorandum you state that "as the lease to Miereau was not given by Midori Moriyama and was stated to be for an indefinite term, we suggest that a more equitable arrangement be made". If you in some legal way can satisfy the tenant that this lease will not stand, we shall be only too happy to draw a lease on an equitable basis.

Toyoki Moriyama, No.13475, whose name appears on the lease, is the father or Midori Moriyama, and could very easily have been acting on her behalf, as even on her registration form she refers us to him. Therefore, would he not be acting more or less on her Power of Attorney ? The provision in the lease for renewal of same after the stated term states "He shall be able to again rent the said lands for the year 1943 and subsequent years free of charge until the return of the lessor". I do not know that this period is any more than the term "duration of the war" in this case, and on thinking it over believe that we would have a hard time to break this lease unless we had Moriyama return to the property for the sole reason of terminating the lease, pay Miereau $1.00 and then carry out proper consideration under a new lease.

WEA:GF

POST OFFICE DEPARTMENT
ADMINISTRATION DES POSTES
CANADA

This side to be filled in by office of origin
Le verso est à remplir par le bureau d'origine

REGISTERED ARTICLE
Envoi recommandé

ENTERED AT THE OFFICE OF
Enregistré au bureau de poste de)

DATE _____ UNDER
sous le) No 23892

ADDRESSED TO
Adressé à) Miss M. Moriyama
Rec — 00512
New Denver, B.C.

AT
à)

ACKNOWLEDGMENT
AVIS DE RÉCEPT
Date st
Timbr

To be filled in by sender who will
Remplir par l'expéditeur qui doit
recevoir l'avis ... *de retour*

RETURN TO
Retourner à) K.W. Wright Esq
Counsel To Custodian
502-510 Royal Bank Bldg.
STREET AND NUMBER
Rue et numéro Vancouver, B.C.
(1) _____

PLACE OF ORIGIN OF REGISTERED ARTICLE
Lieu d'origine de l'objet recommandé
CANADA

(1) IN PRINTED CHARACTERS
En lettres moulées

P.O. 730,000-6-1-42

302-310 Royal Bank Building,
Vancouver, B. C.
January 14th, 1944

1EE
19875 (Zone)
Legal Department

Miss Hiroi Moriyama,
Registration No. 00016,
New Denver, B. C.

Re: Lot 9, Part of the South West Quarter,
Section 20, Township 17, Map 905, save
and except Part 1.87 acres, shown on
Sketch 6304, also save and except Part 0.85
of an acre, shown on Sketch No. 699, N.W.D.,
Municipality of Mission

Dear Madam:

Mr. A. M. Young, acting as Solicitor for Yoino YEMO, has filed a statement, informing us that you are indebted to his client in the sum of $1,475.09, as at March 9th, 1943, in connection with the unregistered Agreement of Sale from Yoino YEMO to you, covering the above noted property.

Will you be good enough to confirm this by signing the duplicate of this letter and return the copy you sign at once to this office using the stamped, addressed envelope enclosed herewith.

If any differences exist, please let us have full particulars.

Failing to hear from you by return of mail we will have no alternative but to decide that the claim is correct.

Yours truly,

A. A. WRIGHT
COUNSEL TO THE CUSTODIAN

GSC/JY

Approved Correct _____
(Japanese Name)

THIS LETTER TO BE MAILED REGISTERED RETURN RECEIPT.

12875
40522

SOLDIER SETTLEMENT and VETERANS' LAND ACT

File No. BC/737-P
(JL-17)

Vancouver, B.C.

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

MORIYANA Midori

Dear Sir:- Re: Lot 7, of the S.W.¼, Sec. 20, Twp. 17, Map 905, save and except part 1.37 acres as shown on sketch deposited No. 6364 and part 0.35 of an acre as shown on sketch deposited 6699 MUNICIPALITY OF MISSION.

I beg to acknowledge receipt of Duplicate Certificate of Title No. 171908-E of the New Westminster Land Registry Office for the above parcel of land in the name of The Director, The Veterans' Land Act.

Included in the Veterans' Land Act cheque for $ 14,372.91, in favour of The Secretary of State, forwarded to you and dated April 28, 1944 is the amount of the purchase price in full of the above land arrived at as follows:-

Purchase Price	- $	874.00 ✓
Less arrears of taxes to January 1st, 1943,	- $	49.76 ✓
Amount paid to Secretary of State	- $	824.24 ✓

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

Yours truly,

T. Tourick,
DISTRICT SOLICITOR

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

MAY 27 1944

Date

Solicitor for
The Secretary of State

PERSONAL PROPERTY SUMMARY

File No. 12875 26th March, 1947.

Re: Midori MORIYAMA - Reg. No. 00522

This file reveals no personal property assets of any nature.

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

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WEA:HA