

Name of Claimant

TSUJI, Shigeichi
" Tsuneichi

Case 636

Custodian File

5581 & 4962

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village		Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
		1000.00								75.00
			100.00	12.50						112.50
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing		45% of amount in next preceding column		
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION									187.50	

CASE NO: 636

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 31st, 1948.

IN THE MATTER OF THE CLAIM OF
TSUNEICHI & SHIGEICHI TSUJI.

PROCEEDINGS AT HEAR ING.

Original.

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR JUDGE R.M. EDMANSON, SUB-COMMISSIONER).

10

Lethbridge, Alberta,
August 31st, 1948.

IN THE MATTER OF THE CLAIM OF
TSUNEICHI & SHIGEICHI TSUJI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

L. S. TURCOTTE, Esq., appearing for the
Claimant.

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

30

S. Tsuji,
In Chief.

THE SECRETARY: Case No. 636, Shigeichi and Tsuneichi
Tsuji.

SHIGEICHI TSUJI, one of the claimants herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. TURCOTTE:

Q Will you sign this form, Mr. Tsuji, please (indicating).

A (Witness complies).

10 Q I am showing you a form setting out your claim,
the claim of yourself and your brother, arising out
of the sale of your farm by the Custodian (indicating).

A Yes.

Q This sets out that it was 19½ acres, the date which
you bought it, from whom you bought it, what you
paid for it, what condition it was in, and what you
did to it afterwards; is the information on that
true to the best of your memory and belief?

A Yes.

MR. TURCOTTE: Exhibit 1.

20 (STATEMENT MARKED EXHIBIT NO. 1).

MR. TURCOTTE: Will my learned friend produce the
agreement for sale that he has in his file?

MR. RICE: The agreement for sale from Christie to
the claimant?

MR. TURCOTTE: Yes.

(Agreement to Mr. Turcotte).

30 MR. TURCOTTE: Q: I am showing you a copy of an
agreement between Mr. and Mrs. Christie and your-
self and your brother covering this property for
a consideration of \$1000.00 (indicating); is that

the agreement under which you bought the land?

A Yes.

MR. TURCOTTE: I would like to offer that as Exhibit
No. 2.

THE WITNESS: It is the same as this, is it, (indicating)?

Q Oh, you have another copy of it, have you?

A Yes.

Q Yes, it is exactly the same.

(AGREEMENT MARKED EXHIBIT NO. 2).

10 MR. TURCOTTE: This agreement, your Honour, is dated
October 24th, 1934, and it covers this property
containing 19½ acres and the consideration is
\$1000.00.

THE SUB-COMMISSIONER: Yes, thanks.

MR. TURCOTTE: Q: Now what was on this land when you
bought it, Mr. Tsuji?

A There was nothing there; it was just bush land.

Q Just bush? A: Yes.

20 Q And after you bought it, or between the time you
bought it and the time that you were evacuated,
what did you do in the way of improving it?

A Cleared two acres and built a barn with shakes.

Q I see. What did you do with the acreage that you
cleared?

A That was planted in raspberries, all that we
cleared.

Q I see. Had you been planting raspberries on it
for some years? Had you been making money off
this place?

30 A Prior to that we had raised strawberries.

Q I see. Well for clearing this land and putting it in raspberries or strawberries, you put a value of \$500.00 on that and \$50.00 on the barn. Are those values correct to the best of your estimation, that figuring?

A That is a low estimate.

Q I see. All right, thank you.

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

10

I wish to tender as an exhibit an assessment of this property for the year 1943 showing the assessed value of the land to be \$624.00 and the improvements \$300.00. This assessment notice is from the Corporation of the District of Mission, British Columbia.

(NOTICE MARKED EXHIBIT NO. 3).

MR. RICE: I also wish to submit as an exhibit an advertisement respecting this property with other properties and this was listed as Parcel "E". It shows the place was advertised for sale by tender.

20

(ADVERTISEMENT MARKED EXHIBIT NO. 4).

MR. RICE: I also wish to submit as an exhibit the appraisal of this property by William H. Ansell, wherein he valued the land at \$975.00 and the building at \$25.00, making a total valuation of \$1000.00.

(APPRAISAL MARKED EXHIBIT NO. 5).

MR. RICE: I also wish to submit as an exhibit, and perhaps they can all go in as one, a memorandum

30

S. Tsuji,
Discussion.

and summaries respecting the real estate showing the valuation, assessment and the sale.

(DOCUMENTS MARKED EXHIBIT NO. 6).

THE SUB-COMMISSIONER: There is no appraisal, Mr. Rice, by the Veterans Land appraiser, is there?

MR. RICE: No, your Honour, it was not sold under the Veterans Land Act and it was not appraised by their representative.

10 MR. TURCOTTE: It shows according to the purchase price that this property was sold for \$1000.00, your Honour.

THE SUB-COMMISSIONER: Pardon?

MR. TURCOTTE: This property was sold for \$1000.00, your Honour, so that it is quite clear that they had not appraised it.

THE SUB-COMMISSIONER: I was wondering why this property was advertised and all the others were not.

20 MR. RICE: That advertisement that I produced as Exhibit No. 4, your Honour, you will note advertised on it are other lands for sale as well as this parcel. This parcel is described as Parcel "E" in that advertisement.

THE SUB-COMMISSIONER: I notice that, yes, Mr. Rice. Have you any questions, Mr. Rice?

MR. RICE: No, that is all.

THE SUB-COMMISSIONER: That is all, thanks.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

Certified a true and accurate transcript.

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

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

A. J. Edman
SUB-COMMISSIONER.

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

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

- 1. _____ Estimated Value \$ _____
- 2. _____ Estimated Value \$ _____
- 3. _____ Estimated Value \$ _____
- 4. _____ Estimated Value \$ _____
- 5. _____ Estimated Value \$ _____
- 6. _____ Estimated Value \$ _____
- 7. _____ Estimated Value \$ _____
- 8. _____ Estimated Value \$ _____
- 9. _____ Estimated Value \$ _____
- 10. _____ Estimated Value \$ _____

TOTAL CLAIM FOR PROPERTY LOSS \$ _____

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - \$ 550.00

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

Lethbridge

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

DOMINION OF CANADA)
Prov. of Alberta)
TO WIT:)

I, WE, Tsuneichi Tsuji and Shiheichi Tsuji of the Town of Taber in the Province of Alberta

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at the City)
of Lethbridge)
in the Province of Alberta)
this 21st. day of November)
A.D. 1947. W. Swelace)

Tsuneichi Tsuji
Shiheichi Tsuji

A Commissioner &c.

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

Tsuji Tsuncichi
 Tsuji Shigeichi
 (Claimant's Name)

REAL ESTATE
 (Farm Land)

13348
 13345

Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared Cultivated not planted Cultivated and not in crop List Crops	<u>17</u> .5	Oct. 24/34	C.A.Christie	\$1000.00	Uncleared	Nil	\$1000.00
Raspberries	<u>2</u>						
	19.5						

Total

IMPROVEMENTS SINCE PURCHASE OTHER THAN BUILDINGS (e.g. cultivation, plants, trees or special equipment)

Description	When Made	Cost	Estimated Value
Clearing 2½ acres and planting raspberries	1938	\$500.00	500.00

BUILDINGS	Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Barn		20x24	board and shakes	1938	25	75.00		50.00	<u>50.00</u>
									\$1550.00

EXHIBIT No 636-1
 DATE August 31/48
 FILED BY R. S. Lucotte

Comments re Appraiser's report not covered by above information:

We made about \$400.00 clear a year on this farm after paying expenses of raising and picking raspberries.

Agreement with Christie in custodian file.

Assessed value: Land \$624.00
 Improvements 300.00
 \$924.00

Shigeichi Tsuji
 Signature

DATE August 31/48

FILED BY G. E. A. Rice

THIS AGREEMENT, made in duplicate this Twenty-fourth day of October in the year of Our Lord one thousand nine hundred and Thirty-four

BETWEEN

CHARLES ARNISON CHRISTIE and ADA CATHERINE CHRISTIE of

Mission City in the Province of British Columbia, Garage Owners,

hereinafter called the "said Vendor", of the one part,

AND

TSUNCICHI TSUJI and SHIGEICHI TSUJI of Mission City in

the above named Province, Farmers,

hereinafter called the "said Purchaser", of the other part.

WHEREAS, the said Vendor has agreed to sell to the said Purchaser and the said Purchaser has agreed to purchase of and from the said Vendor the lands and hereditaments hereinafter mentioned, that is to say:--ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster and Province of British Columbia and more particularly known and described as Block "A" of the East half of the North West Quarter of Section Nineteen (19) Township Seventeen (17) Map 1966, containing 19.5 acres. TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of - - - - ON THOUSAND (\$1000.00) - - - - - Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of....Two Hundred and Fifty (\$250.00)...Dollars on the execution of this agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

Two Hundred and Fifty Dollars (\$250.00) on the 24th. October 1935

Two Hundred and Fifty Dollars (\$250.00) on the 24th. October 1936 and

Two Hundred and Fifty Dollars (\$250.00) on the 24th. October 1937.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE said Purchaser DOTH COVENANT, PROMISE AND AGREE, to and with the said Vendor that he or they shall or will well and truly pay, or cause to be paid, to the said Vendor the said sum of money above mentioned, together with the interest thereon at the rate of Seven (7) per cent. per annum, 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.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the said Vendor DOTH COVENANT, PROMISE AND AGREE to and with the said Purchaser to convey and assure, or cause to be conveyed and assured, to the said 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 local improvement assessments or taxes and sewer rates, 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 said Purchaser and shall contain the usual statutory covenants, but the said 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 the possession of the said Vendor.

AND ALSO shall and will suffer and permit the said Purchaser to occupy and enjoy the same until default be made in the payment of the 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, and 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 said Vendor may give the said 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 said 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 said Vendor as liquidated 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 said Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE SAID PURCHASER shall and will during the continuance of this Agreement, and so long as any money remains unpaid thereunder, insure and keep insured against loss or damage by fire all buildings or other erections erected on the said lands, or which may be hereafter erected hereon, in the sum of not less than

with some insurance Company to be approved of by the said 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 unto the said Vendor the policy or policies of assurance, receipt and receipts, thereto appertaining, and if the said 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.

AND ALSO, it is hereby agreed that the said 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.

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 said Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Tsuncichi Tsuji and Shigeichi Tsuji,
Mission City, B. C.

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, 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; AND wherever the singular and the masculine pronoun are used, the same shall be construed as meaning the plural or the feminine 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 said Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of a satisfactory declaration that such default has

occurred and is then continuing.

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 the said Purchaser hereby irrevocably appoints the said Vendor his true and lawful attorney for and in the name of the said 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
By Charles Arnison Christie

"Nita S. MacCallum"

"J. A. Catherwood"
As to Ada Catherine
Christie
signature.

)
) "Charles Arnison Christie" (Seal)
)
) "Ada Catherine Christie"
)
) "Tsuncichi Tsuji"
)
) "Shigeichi Tsuji"
)
)

Certified a True Copy of Original Agreement for Sale.
This.....26th.....day of.....October.....A.D. 1942.

.....
"D. C. Durrant"
.....
A Notary Public In And For The Province Of British Columbia

(SEAL)

AFFIDAVIT OF WITNESS

To Wit:

I, Nita S. MacCallum, of the Town
of Truro, Province of Nova Scotia, made oath and say:-

1. I was personally present and did see the within instrument duly signed and executed by Charles Arnison Christie, one of the parties thereto, for the purposes named therein.
2. The said instrument was executed at Truro, Nova Scotia
3. I know the said party, and that he is 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 Truro)
in the Province of Nova Scotia, this 1st)
day of November, 19 34) "Nita S. MacCallum"

(Seal)

"S. D. McLellan"

A Notary Public in and for the Province of Nova Scotia
A Commissioner for taking affidavits within Nova Scotia

Block "A" of the E. 1/2 of the N.W. 1/4 of Sec. 19, Tp. 17, Map 1966, New Westminster District.	AGREEMENT FOR SALE OF LAND	TSUNICHI TSUJI AND SHIGEICHI TSUJI	CHARLES ARNISON CHRISTIE AND ADA CATHERINE CHRISTIE	Dated <u>OCTOBER 24TH</u> , 19 <u>34</u>
FOR MAKER OF A DEED				Date Paid Principal Interest Paid To

I HEREBY CERTIFY that, on the twenty-fourth day of October, 1934, at Mission City, in the Province of British Columbia, Ada Catherine Christie (~~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 she is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as part y, that she knows the contents thereof, and that she executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereto set my hand and Seal of Office at Mission City this 26th day of October, in the year of our Lord one thousand nine hundred and thirty-four.

"J. A. Catherwood"

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

(Seal)

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

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

October 12th, 1948.

P. Pollard
C.D.

I hereby certify that the following words are a true copy of the original whereof they purport to be a copy.
Oct. 13/48.

P. Pollard

CORPORATION OF THE DISTRICT OF MISSION
BRITISH COLUMBIA
ASSESSMENT FOR THE YEAR 1943

636-3

EXHIBIT No. _____
August 31/48
DATE _____
FILED BY G. E. A. Rice

M Tsuji Brothers

Assessed Owner	Nature of Title Deed Holder "D.H." Agree'm't Holder "A.H." Assignee of H.H. "A.A.H."	Description of Property								No. of Lots	Acreage	Assessed Value Per Acre or Lot	Assessed Value Wild Land	Assessed Value Improv'd Land	Assessed Value Improve- ments	Total Assessed Value of Land & Improvements
		No.	Legal Sub-Div.	Quar- ter	Sec- tion	Town- ship	Dist. Lot	Block	Lot Numbers							
Tsuji Bros.	A.H.	$\frac{44}{1}$	E $\frac{1}{2}$	N.W.	19	17			A		19.5	32		624	300	

APPEAL TO COURT OF REVISION, MUNICIPAL ACT, Sec. (234). (1) If any person is of the opinion that an error or omission exists in or upon the assessment roll as prepared by the Assessor, in that the name of any person has been wrongly inserted in or omitted from the roll, or that any land or improvements within the municipality has or have been wrongly entered upon or omitted from the roll, or that any land or improvements has or have been valued too high or too low an amount, or that any land has been improperly classified he may, personally or by means of a written communication over his signature, or by a solicitor, or by an agent authorized by him in writing to appear on his behalf, come before the Court of Revision and make complaint of such error or omission, and may in general terms state his grounds of complaint, and the court shall either confirm the assessment or direct the alteration thereof.

(2) The Municipal Council, may, by its clerk, solicitor, or otherwise, make complaint against the said roll or any individual entry therein, and upon any ground whatever, and the Court of Revision shall deal with the matter of such complaint, and either confirm the assessment or direct the alteration thereof.

(3) Every complaint shall be made in writing and shall be delivered to the assessor at least ten days prior to the first annual meeting of the Court of Revision.

DO NOT REMIT ON THIS STATEMENT

TAX DEMAND NOTES WILL FOLLOW

TAKE NOTICE that you are assessed as above specified for the year 1943 under the Statute.

If you deem yourself overcharged, or otherwise improperly assessed, you or your agent may notify me at the Municipal Hall, Mission City, B. C., by signing notice attached, of such overcharge or improper assessment, at least ten days previous to the first meeting of the Court of Revision, which will be held in the Council Chamber Mission City, B. C., commencing at 10 a.m., February 8, 1943, when your complaint will be tried in conformity with the Statutes.

TAKE NOTICE that I intend to appeal against the above assessment for the following reason, VIZ:

(Signed)

WILLIAM J. MANSON, ASSESSOR
MISSION CITY, B. C.

Advertisement appearing in Vancouver Newspapers on
November 22nd, 23rd and 24th, 1944

File No. 4962

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA
 OFFICE OF THE CUSTODIAN
 REAL PROPERTY FOR SALE BY TENDER

The Secretary of State of Canada, acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading with the Enemy (1943) hereby offers for sale by public tender, such interests as are vested in him in the following properties:

- A Part (14 acres more or less) of Section 29, Block 5 North, Range 2 West, shown lettered "A" on sketch deposited 1136, Municipality of SURREY, in the District of New Westminster, situate on Sandell Road about one-half mile North of Townline Road, being a FARM PROPERTY, five acres under cultivation and containing a five-room dwelling, chicken houses and outbuildings.
- B Part (6 acres more or less) of Section 29, Block 5 North, Range 2 West, more particularly described as follows: Commencing at the South East Corner of Section 29, thence Northerly following the East boundary of said Section 7.50 chains thence Westerly parallel to the South Boundary of said Section 8.125 chains thence Southerly 7.50 chains to the South boundary of said Section, thence Easterly along South boundary 8.275 chains to the point of commencement, Municipality of SURREY, in the District of New Westminster, being UNIMPROVED LAND.
- C Lot 1 of part of the South East $\frac{1}{4}$ of Section 4, Township 11, Map 5982, Municipality of LANGLEY, District of New Westminster, being 10 Acres, more or less, of UNIMPROVED LAND on Brown Road, R. R. No. 1, Langley Prairie.
- D Lot 5, of the North West $\frac{1}{4}$ of Section 16, Township 15, Map 1888, Municipality of MAPLE RIDGE, District of New Westminster, being 10 acres, more or less, of UNIMPROVED LAND, between 30th and 33rd Avenues, on the South Side of Dewdney Trunk Road.
- E Block "A" of the North West $\frac{1}{4}$ of Section 19, Township 17, Map 1966, Municipality of MISSION, District of New Westminster, situate at 524 Nelson Road, R. R. No. 2, Mission, being a FARM PROPERTY of 19.5 acres, more or less, partially cultivated, containing a small dwelling and barn.
- F Blocks A, B. and C of South East $\frac{1}{4}$ Section 19, Township 17, Plan 3472, Municipality of MISSION, District of New Westminster, situate at 573 Wren Road, being a FARM PROPERTY of 30 acres, more or less, with approximately 13 acres under cultivation, containing an eight-room dwelling and outbuildings.
- G Lots 11 to 16 inclusive, Block 3 of Lots 1, 2, and 3, District Lot 791, Group 1, District of New Westminster, Plan 3843, situate on PIPE LINE Road, Municipality of NORTH VANCOUVER, containing a four-room dwelling and chicken house.
- H Subdivisions 31 and 32, Lot 13, Town of Hastings, Suburban Lands, Plan 431, City of VANCOUVER, situate in the 3300 block of DUNDAS STREET, being vacant land.
- I Lots 1, 6 "A", 7, 8, 9, and 10, Block 15, of Section 10, Block 3 North, Range 7 West, Map 249, Municipality of RICHMOND, in the District of New Westminster, situate on Seventh Avenue, STEVESTON, containing a single storey frame net house and wharf.

J Lots 1, 2, 3, 4, 5, 6, 7, 8, and 14, of the West $\frac{1}{2}$ of the North West $\frac{1}{4}$ of Section 26, Township 7, Map 2694, Municipality of LANGLEY, in the District of New Westminster, being a FARM PROPERTY of 44.75 acres, more or less, mostly uncleared, situate on Bradshaw and Hunter Roads, containing a partly demolished dwelling.

K Lot 27, Block 42, District Lot 196, Group 1, New Westminster District, being a VACANT LOT in the 500 Block, POWELL STREET, Vancouver, B. C.

Tenders for the purchase of such interests in the above described properties as are vested in the Custodian will be received subject to the following terms and conditions.

- 1 Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.
2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
3. A certified cheque payable to the order of The Secretary of State as Custodian for ten per. cent. (10%) of the amount offered must accompany each tender. The deposits will be forfeited as liquidated damages if the tender is accepted and not completed by the purchaser immediately upon his being required to do so by the Custodian.
4. Each tender must be in a separate sealed envelope addressed to The Office of the Custodian, 506 Royal Bank Building, 675 West Hastings Street, Vancouver, B. C., and each envelope must be marked on the outside "Tender for Real Estate."
- 5 The balance of the purchase price shall be paid in cash.
- 6 All adjustments shall be made as of the date of conveyance.
- 7 The property is sold subject to existing leases and encumbrances, if any.
- 8 The property is offered for sale without any warranty whatsoever by the Custodian as to location or condition of buildings or improvements or the existence or non-existence of encroachments.
- 9 The Custodian reserves the right to cancel any accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance or transfer.
- 10 Neither the highest nor any tender will necessarily be accepted.

Cheques in respect of unaccepted tenders will be returned in due course.

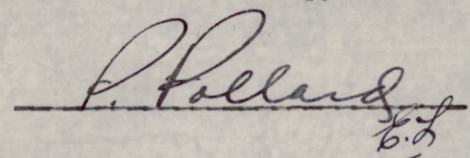
Tenders will be received by the undersigned up to Noon, Pacific Daylight Saving Time, on the 16th day of December, 1944. Further particulars may be obtained during office hours any day up to noon on the 15th day of December, 1944, and arrangements made with the undersigned to inspect the said premises.

DATED AT VANCOUVER, BRITISH COLUMBIA, this 22nd day of November, 1944.

THE CUSTODIAN,
506 Royal Bank Building,
675 West Hastings Street,
Vancouver, B. C.

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

October 13th, 1948.


P. Holland
6.8

DATE August 31/48
FILED BY

G. E. A. Rice.

R. R. 1 Whonock B. C.

Sept 26th/44

Dept Sec of State

Dear Sirs

Please find below Appraisal Value of the following property

Blk A of the NW $\frac{1}{4}$ Sec 19 Tp. 17, Map 1966 Municipality of Mission

This Property consists of 19.5 ac of very fair land free from stone and level. Situated on the Nelson Road. There is approximately $\frac{3}{4}$ ac of rasps of which $\frac{1}{2}$ ac are past cleaning but balance are in fair shape. The balance of property is bush land but with very little merchantable timber. There are 2 old buildings on property but of very poor construction and worth very little.

Value of land 19.5 ac at \$50.00 per ac	\$ 975.00
" " Buildings \$25.00	<u>25.00</u>
	\$1000.00

"Wm. H. Ansell"

Appraiser

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy. October 13th, 1948.

P. Pollard
E. J. C. D.

SUMMARY RELATIVE TO CLAIM OF
 Tsuneichi TSUJI - Regn. No. 13348
Shigeichi TSUJI - Regn. No. 13345

File No. 4962
 5581

11th May, 1948.

REAL PROPERTY:- Block "A" of NW $\frac{1}{4}$ of Sec. 19, Tp. 17, Map 1966, Mun. of Mission, D.N.W.

	<u>Assessed Value</u>	<u>W. H. Ansell Appraisal Sept. 26/44</u>	<u>Purchase Price</u>	<u>Claimants Valuation</u>	
Land	\$624.00	\$975.00		\$1500.00	19.5 acres
Improvements	<u>300.00</u>	<u>25.00</u>		<u>50.00</u>	
	\$924.00	\$1000.00	\$1000.00	\$1550.00	

19.5 acres of which only 2 $\frac{1}{2}$ cleared and cultivated. Claimant values land at \$76.92, which was appraised in 1944 at \$50.00 per acre and assessed at \$32.00.

Property advertised for sale in November 1944, by special advertisement. Two tenders only were received each for \$1000.00, one of which was withdrawn on April 30, 1945. Sold to the remaining tenderer on the 27th July, 1945 for \$1000.00.

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

October 14, 1948.

P. Pollard
P.P.

REAL PROPERTY MEMORANDUM

September 20th, 1945.

FILE NOS: 4962 and 5581.
NAMES: Tsunichi TSUJI and Shigeichi TSUJI.
CATALOGUE NO: Special Ad.

RE: 524 Nelson Rd., R. R. #2, Mission, B. C.
(20 acres - 2 $\frac{1}{2}$ acres Fruit, Balance bush land).

CERTIFICATE OF ENCUMBRANCE:

Description of Property: Municipality of Mission, Block "A"
of the N.W. $\frac{1}{4}$ of Section 19,
Township 17, Map 1966, in the
District of New Westminster.

Encumbrances: 77226C. 24th October, 1934,
Agreement for Sale and Purchase
to Tsunichi TSUJI and Shigeichi
TSUJI. Balance due of \$358.76
plus interest to be paid from
proceeds of sale.

Taxes: Taxes paid in full. No arrears.

Vested: No. 24825.

VALUATION BY APPRAISER: \$1,000.00
AMOUNT OF BID: \$1,000.00
APPROVED BY ADVISORY COMMITTEE: July 27th, 1945.
AMOUNT RECEIVED BY CUSTODIAN: \$1,000.00
NAME OF PURCHASER: Steve Bodnar

Prepared by: "D. A. Cramer".....

Approved by: "Ian Macpherson".....

DAC:JS

I hereby certify that the foregoing words are
a true copy of the original whereof they
purport to be a copy.
October 14, 1948.

H. Pollard
E.S.

This parcel, Block "A", was one of those which the Veterans' Land Act proposed to purchase, the price offered being \$452.00. As the charges against it amounted to \$484.98, the Custodian was instructed by Mr. Crux on 6th December 1943 to delete the parcel from the sale to The Director, The Veterans' Land Act.

The property was advertised for sale in November 1944 by special advertisement.

Both vendors in the Agreement of Sale, Charles Arnison Christie and Ada Catherine Christie are deceased. The former by will appointed his wife, Ada Catherine Christie, his executrix, and the latter died intestate. Mrs. Ada Eileen Tirrell (nee Christie) was appointed Administratrix and from her Mr. Aubrey obtained conveyance to the purchaser, upon payment of balance of \$452.00 owing on the Agreement. This conveyance was registered on 29th October 1945 and Japanese title transmitted.

APPRAISAL: By W. H. Ansell, 26th September 1944, \$1000.00.

OFFERS: From John Smotra, 12th February 1945, \$1,000.00. This offer was withdrawn on 30th April 1945. From Steve Teropocki, 27th July 1945, \$1,000.00, on behalf of Steve Bodnar.

SOLD: To Steve Bodnar for \$1,000.00 as at 8th August 1945. Approved by Advisory Committee - 27th July 1945.

TITLE: Certificate of Title No. 193970-E issued 5th February 1946, and was sent by registered mail to Steve Bodnar, Mission, B. C., on 21st February 1946.

FUNDS: Released to the Joint Credit of Tsuneichi TSUJI and Shigeichi TSUJI - sale price \$1,000.00, plus proportion of lease rental as in Mr. Richardson's memo of 19th January 1944, \$48.00, closing adjustments \$16.32, total \$1064.32; less Certificate of Encumbrance \$1.00, registration \$13., appraisal \$15.00, advertising \$19.85, taxes \$156.07, drafting deed \$5.00, interest on Agreement of Sale \$93.24, balance of Agreement of Sale \$358.76, total \$661.92. Net amount released \$402.40, to be credited to Tsuneichi TSUJI \$201.20 and to Shigeichi TSUJI \$201.20.

OLD TITLE: Certificate of Title No. 126703-E deposited in the Land Registry Office and cancelled.

This summary is certified to be in accordance with information on file and on record by the accounting department.

DATED: March 17th, 1947.

IM:JS

"Ian Macpherson"
Ian Macpherson.

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

October 14th, 1948.

P. Pollard
E.H.