

Name of Claimant SHIGEHIRO, Kino

Case 746

Custodian File 2871

<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
								1130		1412.50
										1412.50
<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			
14.00	6.75	2.02	48.21%	137.00	66.04				68.06	
TOTAL RECOMMENDATION									1480.56	

CASE NO. 746.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,

October 4th, 1948.

IN THE MATTER OF THE CLAIM OF

(MRS) KINO SHIGEHIRO.

PROCEEDINGS AT HEARING.

Original

K. Shigehiro,
In Chief.

THE SECRETARY: Case No. 746, Mrs. Kino Shigehiro.

(MRS) KINO SHIGEHIRO, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q You understand some English, Mrs. Shigehiro?

A Yes.

Q Well, if you need the interpreter, if you don't
10 understand something that is asked you, then you
ask the interpreter to help you, do you understand
that? A: No.

Q Well, we will go ahead then. I am showing you a
form of summary of evidence containing a description
of your land and the improvements on it and the
buildings, and also containing a description of
your personal property; do you see that?

A Yes.

Q Is that your signature (indicating)?

20 A Yes.

Q Now, was this form prepared by you with the help
of an interpreter in my office?

A Yes.

Q I believe you had a property in Mission City
containing a little over 12 acres of land?

A Yes, twelve acres.

Q How close to the business section of Mission City
was that property? A: It was located at 711
Seventh Street.

30 Q How close was 711 or 715 to the business section

K. Shigehiro,
In Chief.

of Mission? How many blocks?

A A little over half a mile.

Q A little over half a mile? A: Yes.

Q Now , about 10 acres of that land you bought
in 1918? A: Yes.

Q. And a little over two acres you bought in 1919?

A Yes.

Q Do you remember how much you paid altogether for
that land? A: The 10 acres cost me
10 \$3500.00.

Q And what did the two acres, the two and a quarter
acres cost you? A: \$200.00

Q Well, then, you cleared 10 acres of that land
and you fenced 10 acres and you planted a lot
of berries and rhubarb and so on, and a garden?

A Yes.

Q And I believe that cost you about \$3450.00?

A Yes.

Q Well, then you put on a house and some other
20 buildings and I believe that cost you \$1600.00,
is that right? A: Yes.

Q The land and buildings and improvements cost you
altogether \$8550.00, or about that?

A Yes.

Q But you value it a little more than that, you value
it at \$9000.00? A: There was a few things
like apple trees and such things that I haven't
included, I haven't mentioned in this description.

Q Besides that did Mission grow to be quite a large
30 town from 1918 to 1942 when you were evacuated?

K. Shigehiro,
In Chief.

A Yes.

Q Did that send up the value of your land some?

A Yes, I suppose so.

Q Now, was \$9000.00 a fair and reasonable value to put on your property when you were evacuated?

A Yes, I think it is of that much value.

Q Do you know what the Custodian sold it for? Do you know that the Custodian sold that property for \$1130.00? Do you know that?

10

A Yes, I have heard that.

Q What do you think about that price?

A Well, I think it is very cheap.

Q Now, when you left Mission and were evacuated, did you leave a little personal property behind?

A Yes, I did.

Q And you have put a value on that of \$151.00?

A Yes, I think so.

Q And is that a fair value?

A Yes, I suppose it is a fair value.

20

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: May I have the J.P. form, Mr. Rice.

(Document to Mr. Virtue)

MR. VIRTUE: Q: Now, just before you were evacuated, apparently, on the 7th of April, 1942, I believe you signed a form for the Custodian, and you might look at this paper and tell me if that is the form that you signed? A: Yes, that is my signature.

Q Now, in this form you were asked to give a statement of the personal property which you owned and, according to the form, you answered "None".

30

K. Shigehiro,
In Chief.

A I was evacuated in a great hurry and I only had one day in which to make my preparations. I thought my husband, who was being sent to camp, would look after the matter for me, but he was also sent away soon after me and, therefore, it was left in that state.

(J.P. FORM MARKED EXHIBIT NO. 2).

MR. VIRTUE: Q: Now, were you actually living on this 12 acres of land in Mission City at the time you were evacuated? A: Yes.

10

Q Was your husband living there with you?

A Yes.

Q And did you have your home there and your little bit of farm tools and your household furniture?

A Yes. The farming utensils were left in the garage and we locked the door.

Q You locked the house door, you mean, or the garage door?

20

A: We left everything in the garage, including furniture and whatever we had, and we locked the door and we also locked the door to the house.

Q Yes. I would like the assessment notice if my learned friend has it.

(Assessment notice to Mr. Virtue)

MR. VIRTUE: I will put in the assessment notice for the year 1943, sir, 12.25 acres, assessed value of the land \$1225.00, and the improvements, \$750.00, making a total of \$1975.00.

(ASSESSMENT MARKED EXHIBIT NO. 3).

30

MR. VIRTUE: I wonder if my learned friend would let

K. Shigehiro,
In Chief.

me have a list from his file of personal property, dated the 9th of November, 1942.

(List to Mr. Virtue)

MR. VIRTUE: Q: Now, here is a list that was made up by the Custodian on the 9th of November, 1942, and you might look at that list and see if you signed that? A: Yes, I remember that.

Q And you said on the list, "This list is complete except for one more dresser that should be in an upstairs room"? A: Yes.

10

Q You didn't mention anything about your hoes and little farming tools. Did you forget those?

A Well, those had been left locked up so that I didn't report them.

Q All right, thank you.

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

I am submitting the chattels sold by the Custodian were sold for their fair market value. I am submitting that other chattels the claimant is claiming for were not disclosed in her J.P. form, nor did it come to the Custodian's knowledge that she had lost chattels or had any such chattels until the Custodian received a letter dated January 23rd, 1945.

20

MR. VIRTUE: Well, isn't that list dated '42?

MR. RICE: The list is accounted for; these aren't in the list at all.

MR. VIRTUE: Your own list is dated in November, 1942.

30

MR. RICE: I submit as an exhibit a farm appraisal report.

K. Shigehiro,
In Chief,
Cross Exam.

(Appraisal Report Marked Exhibit No. 5).

MR. RICE: I also submit as an exhibit, two summaries respecting real estate showing the sale, appraisal and the history.

(SUMMARIES MARKED EXHIBIT NO. 6).

MR. RICE: I am submitting as an exhibit an analysis of personal Property claim.

(ANALYSIS MARKED EXHIBIT NO. 7).

MR. RICE: And a summary respecting the personal property.

(SUMMARY MARKED EXHIBIT NO. 8).

10

CROSS EXAMINATION BY MR. RICE:

Q I show you a letter addressed apparently by the claimant, addressed by you, I mean, to the Custodian's office under date of January 23rd, 1945 (indicating); is that your letter and your signature? A: Yes.

Q That is your signature? A: Yes.

MR. RICE: This letter, your Honour, reads,

20

"Because we left Mission City, B.C., in such a hurry that we didn't have time to file a list of our kitchen utensils and farm implements, at your office. We left the above tools and utensils, etc., in our garage on the farm (715 - 7th Street, Mission, B.C.).

"Please inform me whether the above goods are still in the garage or otherwise.

"Please reply at your earliest convenience."

(LETTER MARKED EXHIBIT NO. 9).

MR. RICE: Q: Before you were evacuated you leased

K. Shigehiro,
Cross Exam.

your property to Frederick Johnson?

10 MR. VIRTUE: Your Honour, in order to save time from time to time, I wonder if my learned friend would follow the practice, if he intends to put in a document, of showing the document to the witness and then asking questions about it afterwards instead of simply saying, "Did you write such and such a letter" and then afterwards producing the letter or a document. That is not only in accordance with good practice, but it is, I think, in accordance with good commonsense.

MR. RICE: May I proceed, your Honour?

THE SUB-COMMISSIONER: Yes.

MR. RICE: Q: Did you lease your property before you left to...

MR. VIRTUE: ...If my learned friend continues to follow this method I will have to keep objecting.

MR. RICE: I don't want my learned friend interrupting me all the time, your Honour.

20 MR. VIRTUE: I am addressing His Honour. If he does that the only thing I can do then is to object to whatever it is that he wants to put in.

THE SUB-COMMISSIONER: Are you going to file the lease?

MR. RICE: I don't know whether I will or not; it depends whether the witness admits it or not. I have asked her if she leased the place, and it is a very simple question, and I don't see why there should be an objection to it.

THE SUB-COMMISSIONER: Yes; all right, proceed.

30 MR. VIRTUE: How can a witness say whether a document or a letter is such and such a thing unless the

K. Shigehiro,
Cross Exam.

witness has it. Now, I don't know what is in
the letter...

MR. RICE: ...I am not talking about a document at all.
If my learned friend will keep his ears open he
will know what I am asking about. I have asked
whether this place was leased or not.

MR. VIRTUE: The rules of evidence are clear, that if
it is the intention to contradict the witness the
document should first of all be produced.

10

MR. RICE: I hope my learned will abide by the rules
of evidence in his own case, instead of leading
his witness for fifteen or twenty minutes as he
was doing in this case, cross-examining the witness.

MR. VIRTUE: My learned friend need not get cross. All
I want is ordinary commonsense used and we do not
have to get technical about this, as it was agreed
early in the proceedings that the strict rules of
evidence would not apply.

20

MR. RICE: Well, then, why do you complain about it?

MR. VIRTUE: With regard to my learned friend's remark
about my cross-examining the witness for about
fifteen or twenty minutes, His Lordship Mr. Justice
Bird laid down the procedure before these inquiries
were started, and he also laid it down as a rule
that in order to save time and to save the hours
and hours and days and days which would be entailed
in taking a witness in the ordinary manner by
ordinary examination through the details of his
claim, we were instructed to draw up these summaries

30

of evidence, to have them ready, and to present the summaries of evidence to the Court and simply ask the witness, "Is that your summary of the claim?" Now, because it was found, and rightly so, that it was a little bit skimpy, and did not give the Court a reasonable chance, we were asked to go further into them, and I am adopting the method laid down by Mr. Justice Bird and as instructed by him.

10 MR. RICE: I cannot understand why Mr. Justice Bird would suggest to any counsel that they should be asking leading questions or putting answers into the mouth of the witness when conducting a direct examination.

20 THE SUB-COMMISSIONER: We have been following this method right from the start. I think there has been a great deal of latitude given in regard to these claims, and I hope we will just continue on in that way to the end. Now, I think if you are going to produce that lease and file it as an exhibit you should refer it to the witness.

MR. RICE: Why should I clutter up the record, your Honour, with a lease, if she admits that she leased the place?

THE SUB-COMMISSIONER: If you are not going to file it, you may proceed with your examination.

MR. VIRTUE: Yes, I quite agree.

30 MR. RICE: I have the lease here if she says that the place was not leased. I just asked her if it was leased.

A I am afraid I don't know; that is the answer.

Q You don't know? A: No.

K. Shigehiro,
Cross Exam.

MR. VIRTUE: Now, this is the very thing I don't like. After getting that answer my learned friend comes up now and hands the witness a document, which he should have handed to the witness in the first place.

MR. RICE: Oh, such nonsense.

Q I show you a document called a "Farm Lease"; does that document bear your signature?

10 A No, that isn't my signature.

Q Is it the signature of your husband?

A I think it is; I don't know.

Q You think it is but you don't know, is that your answer? A: I wasn't there so that I don't know, but it may be his signature.

Q Did your husband ever tell you that he leased the place to Frederick Johnson?

A No, I never heard anything like that.

Q You never heard anything like that?

20 A No.

MR. VIRTUE: If my learned friend would show me the document, I could find out in two minutes whether it was signed on behalf of these people.

MR. RICE: I will just have it marked for identification.

(LEASE MARKED EXHIBIT "A" FOR IDENTIFICATION)

MR. RICE: Q: What did you do with your keys when you were evacuated? You said you locked your house and you locked your garage; what did you do with the keys? A: Well, my husband must have them.

30

K. Shigehiro,
Cross Exam.

Q~~2~~ Your husband must have them?

A Yes, must have had them, I should say.

Q You don't know what he did with them?

A We were evacuated to different places at that time, so I don't know what happened.

Q Are you living with your husband now?

A No.

Q. How long since you have lived with your husband?

10

A From the time we were evacuated.

Q And you haven't seen him since the time you were evacuated?

A: Two years after we were evacuated we were working in the beet fields together.

Q But not living together?

A After that we separated again.

Q How long were you together at that time?

A About a year.

Q About a year? A: Yes.

20

Q Did you talk over with your husband, when you were living together for a year after you were evacuated, anything about your property that you had left in the Province of British Columbia?

A No, we didn't speak about it.

Q You didn't speak about it?

A No, not about matters.

Q You didn't say anything to him about the keys during that time? A: No.

Q And you didn't ask him if he had leased the place or what he had done about the place?

30

A No.

K. Shigehiro,
Cross Exam.

Q Did your husband say he had been paid anything
for the rent? A: No.

Q Well, in your sworn testimony this morning, or
your sworn statement this morning, you say that
your place was rented for \$400.00 a year, or for
\$400.00 for ten months. How do you know that?

A That applied to the crops. I did have a little
information about that.

10 Q Oh. Will you tell us then, who did you sell the
crops to? A: Could I have the last
sentence?

BY THE REPORTER: "Will you tell us then, who did you
sell the crops to?"

A I don't know who it was sold to; I just heard that
the crop had been sold for that amount.

Q You heard that the crop had been sold for \$400.00.
Did you get the money?

A I got \$200.00 of it.

Q Who got the rest? A: My husband.

20 Q Who gave you the \$200.00?

A My child was sick and I needed the money and I
was told that there was \$200.00 to my credit, so
I went to collect it at some government place.
The Custodian gave me the money.

Q Well, at that time did you know that Johnson had
bought the crop? A: No, I didn't. They
gave me a statement showing how much the crop
had been sold for and what was owing to me after
the sale of the property.

30 Q After the sale of the property? A: Yes.

K. Shigehiro,
Cross Exam.

Q And you didn't know that the property had been sold until the property had been sold, is that it?

A My husband did mention to me at the time we were together awhile that the place had been sold. I remember now his mentioning it.

Q That the place had been sold?

A The crop had been sold.

Q The crop had been sold. Did he tell you that it had been sold to Johnson?

10 A No, I don't remember the name; I just remember that the crop had been sold for \$400.00.

Q And your husband told you that?

A Yes.

Q Did he tell you that he had completed the lease or signed a document for the sale of it?

A No, I don't remember anything like that.

Q Did you know Johnson before you were evacuated?

A No, I don't know him.

20 Q You don't know him. You say that on your place was a cedar covered drain. When was that built?

A I don't clearly remember, but it must have been about ten years before we were evacuated.

Q When was it that you planted your small fruits, raspberries, strawberries, loganberries, grapes, asparagus and rhubarb? A: Ten of the fruit trees were planted the year we evacuated; ten or twelve were planted shortly before we were evacuated.

30 Q Yes. But the small fruits I am referring to, particularly raspberries, strawberries and some loganberries? A: The strawberries were

K. Shigehiro,
Cross Exam.

planted the year before ^{we}/were evacuated.

Q And the raspberries, the asparagus, the logan-berries and the grapes?

THE SUB-COMMISSIONER: If she cannot remember, perhaps she had better say so.

A Well, they were planted over a period of about ten years.

MR. RICE: Q: But the whole four acres of strawberries were planted the year before you were evacuated?

10 A The year before and the year previous to that, about three years altogether.

Q Can you explain why this land was only assessed for about one-quarter or about one-fifth of its value?

MR. VIRTUE: I might say that this condition applies in a great many cases, and evidence is to be led at the general hearings in Vancouver with regard to the whole question of assessments.

20 MR. RICE: In other words, you don't want your client to answer such questions.

MR. VIRTUE: My learned friend can take all day and all week for this case as far as I am concerned, but I am just telling the Court for the Court's information and my learned friend's, that if he has any idea of saving time that the whole question will be gone into at the Court at the future hearings of these cases.

30 THE SUB-COMMISSIONER: I think the witness can give the answer in that way, saying she doesn't know if she doesn't know. She understands her language

K. Shigehiro,
Cross Exam.

and it is being interpreted to her, and she
can say "I don't know" if she doesn't know.

MR. VIRTUE: How can this witness go into the theory
and the practice of assessment?

THE SUB-COMMISSIONER: All she can answer, if she
doesn't know, "I don't know," and she should do
something of the kind if she doesn't know.

MR. VIRTUE: Yes.

10 MR. RICE: I thought perhaps she had a stand-in with
the assessor to get a reduction like that.

MR. VIRTUE: What is that?

MR. RICE: I thought perhaps she had a stand-in with
the assessor to get a reduction like that.

THE SUB-COMMISSIONER: Will you just please keep quiet
while the interpreter is trying to get an answer
from the witness.

MR. RICE: I am sorry, your Honour.

A Well, I think the land has that much value, the
value I declared.

20 Q What is that again, I think?

A I think the land has that much value, the value
I declared.

Q You valued your kitchen utensils \$120.00, and
you don't list them; is that just a guess on your
part?

A: Well, I estimated the
value from the values that the Custodian gave me.
The Custodian gave me the values for the various
articles.

30 Q Who owned the crosscut saws, did you own them or
did your husband? A: They belonged to both

K. Shigehiro,
Cross Exam.
Re Direct.

of us.

Q They belonged to both of you. All right.

RE DIRECT EXAMINATION BY MR. VIRTUE;

Q Would you ask her what she means by the expression "kitchen utensils," what she included in that?

A The various things like the plates.

Q What is that again? A: The various things, like the plates and the trays.

10 Q All right, that is all, thank you.

MR. VIRTUE: I want to call your attention, sir, to the farm appraisal report. The nearest rail and market town is Mission, which is a quarter of a mile. The nearest school a quarter of a mile. "Roads: Hard-surfaced street at Southeast corner of property. Place located on corner of 7th Street and Horne Avenue." "Water supply: Shallow well by creek; good supply." And he goes on, "Is dwelling habitable without repairs? Yes."

20 Now, on page 2 he gives 9.25 acres cultivated, and he goes on to say, "Kind and quality of crop: Strawberries, raspberries, loganberries, beans, rhybarb, asparagus, all infair shape." And then he values this land right in the heart, apparently, of the town of Mission at \$65.00 an acre.

30 And going on, "Describe condition of farm" and so on, "Fully occupied; owner recently evacuated; place now under lease by one Fred Johnson for this season only; good state of cultivation." Under the heading, "Noxious weeds: Some Canada Thistle, not many."

K. Shigehiro,
Discussion.

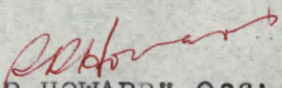
On page 3, "Place looks to have been well farmed, and has no appearance of being run down nor over-fertilized with chemicals. It is one of the better places among rather run-down acreages," and so on.

And then he goes on, under "Orchards, Small Fruits, etc," "6 fruit trees for home use add no value to farm. Small crops are: Strawberries, cane fruits, rhubarb, asparagus, beans," and he
10 does not place any value whatsoever on those.
That is all, sir.

(Witness aside)

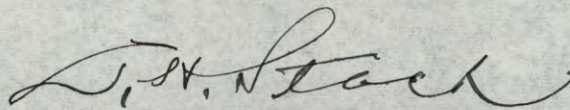
(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.


"S.R. HOWARD" Official Reporter.

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

20


SUB-COMMISSIONER.

30

NOV 27 1947

Proof of Claim

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

1. Name of Claimant in full: (Mrs.) Kino Shigehiro

Registration No. 13206

2. Claimant's address at the time of his evacuation from the protected area:
715--7th St. Mission City, B. C.

3. Claimant's present address:
c/o Mr. D. Gillies, P. O. Box 38 Picture Butte, Alta.

4. Claim relating to real property:

(a) Street address of real property: 715- 7th St. Mission City, B. C.

(b) Legal description of property:

Blocks 139, 140, 141, 142 and 199 of part of lot 4 group 3, and of part of N. E. quarter of section 21, Section 21, Township 17, Map 955 save and except part 0.03 of an acre of Block 142, plan 19251 District of New Westminster C. of E. 50787.

- (c) Type of real property, i.e., farm, residence, commercial, etc., and short description of it:

Fruit Farm

- (d) Title or interest held by Claimant in the real property:

Clear Title
Title no 143560E

- (e) Fair market value of real property at date of sale:

(I) Land— \$ 7400.00
(II) Buildings— \$ 1600.00

- (f) Amount of loss alleged to have been sustained by the Claimant under the terms of reference:

\$ 9,000.00

5. Claims relating to personal property, etc.

- (a) Location at which property was left by Claimant at date of evacuation:

715--7th St., Mission City

- (b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

In top story of Root house under lock and key.

(c) In whose care was property left by the Claimant at date of evacuation?

In care of the Custodian.

(d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

3 shovels	\$ 3.00
2 potato forks	2.00
4 hoes	3.50
3 mattocks	2.50
3 cross cut saws	10.00
1 plow	10.00
Kitchen utensils	120.00

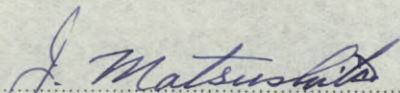
(e) Amount of loss alleged to have been sustained by Claimant under the terms of reference:

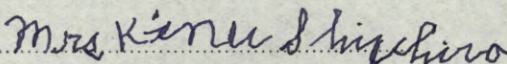
\$151.00

6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

7. An Interpreter will Yes be required.

DATED this 13th day of ~~October~~ ^{November} A.D. 1947.


Witness to Signature of Claimant.


Signature of Claimant.

STATUTORY DECLARATION

I, Mrs. Kino Shigehiro
(Full Name of Claimant)

of c/o D. Gillies Beet Labour
(Present Address) (Occupation)

Picture Butte, Alta.

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.
2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.
3. The above Claim is true and correct.
4. I have not received any payment upon the above Claim other than the following:

None. Received \$600.00 by cheque.

And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at Picture Butte

in the Province of Alberta,

this 13th day of November

A.D. 1947.

Mrs. Kino Shigehiro

Russell D. Virtue

A Commissioner for Oaths in and for the Province of Alberta.

VIRTUE & RUSSELL
Barristers & Solicitors
Lethbridge, Alberta

STATUTORY DECLARATION

IN THE MATTER OF Order-in-Council
P.C. 1810, as amended by Order-in-Council
P.C. 3737; and

(Full Name of Claimant)

IN THE MATTER OF "THE INQUIRIES
ACT" being Chapter 99 of the Revised
Statutes of Canada, 1927, and

(Occupation)

IN THE MATTER OF a Commission
appointed to inquire into and report upon
the claims of persons of the Japanese Race
under said Orders-in-Council.

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.
2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.
3. The above Claim is true and correct.
4. I have not received any payment upon the above Claim other than

Proof of Claim

And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at

in the Province of Alberta,

this

day of

Mrs. Emma Thompson

A Commissioner for Oaths in and for
the Province of Alberta.

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 109

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: (Mrs.) Kino SHIGEHIRO

2. Registration Number: 13206

EXHIBIT NO.

DATE

FILLED BY

746-1.

October 4/48

A. G. Virtue

3. Present Address: c/o Mr. D. Gillies, P.O. Box 38 Picture Butte, Alta.

4. Address Prior To Evacuation: 715-17th St. Mission City, B. C.

5. LEGAL DESCRIPTION OF PROPERTY: Parcel 1.

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

Blocks one Hundred and Thirty-nine (139) One Hundred and Forty (140) One Hundred and Forty-one (141) One Hundred and Forty-two (142) and One Hundred and Ninety-Nine (199) of part of Lot Four (4) Group Three (3) and of part of the North East Quarter of Section Twenty-one (21) Township Seventeen (17) Map Nine Hundred and Fifty-five (955) Save and Except Part Three One Hundredths (0.03) of an acre of Block one Hundred and Forty-two (142) as shewn on plan deposited with By-law filed No. 19251 in the District of New Westminster.

- (a) Nearest Post Office adjacent to land. 715-7th St. Mission City, B. C.
- (b) Number of acres: 12.25
- (c) When purchased: 10 $\frac{1}{4}$ acres in 1918 2 $\frac{1}{4}$ acres in 1919
- (d) Condition when purchased: (Give improvements and values in detail as of date of purchase)

1/2 acre cleared
12 acres timber
House & barn in fair condition

(e) Purchase Price\$ 3500.00

6. IMPROVEMENTS:

(a)	Clearing.....10.....acres at \$.200.....per acre	\$ 2000.00	
(b)	Fencing 10 acres	\$ 150.00	
(c)	Tillage NIL	\$	
(d)	Drainage NIL 300' cedar covered	\$	
(e)	Weed Eradication NIL	\$	
(f)	Planting 10 fruit trees. 1 acres raspberries	\$	
	4 acres strawberries 1941-40-39		
(g)	3 acres loganberries	\$ 1300.00	
	1/2 acres grapes		
(h)	1/2 acre asparagus	\$	
	1 " RhuBARS		
	Total	\$ 3450.00	\$ 3450.00
	Carried Forward	\$	\$ 6950.00

Brought forward

\$ 6950.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
			\$	\$	\$
6 room house		1935			1000.00
hot house		1930			250.00
garage		1941			150.00
packing shed		1920			
packing shed		1930			200.00
packing shed		1930			

Total Cost of Buildings \$ 1600.00 1600.00

Total Cost of Land and All Improvements\$ 8550.00

Fair Market Value\$ 9000.00

Sold by Custodian for\$ 1130.00

Loss Claimed on Parcel 1\$ 7870.00

8. Assessment for 1942: 3

Land \$ 1225.00

Improvements \$ 750.00

Total \$ 1975.00

Parcel 2:- (Add additional sheets if necessary)

(Give exactly the same information as in paragraphs 5 to 12 above)

13. SUMMARY OF LOSSES ON REAL PROPERTY:

Parcel 1	\$ 7870.00
Parcel 2	\$
Parcel 3	\$
Parcel 4	\$

TOTAL:

\$ 7870.00

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
3 shovels			\$ 3.00	
2 potato forks			2.00	
4 hoes			3.50	
3 matticks			2.50	
3 cross cut saws			10.00	
1 plow			10.00	
Kitchen utensils			<u>120.00</u>	
			\$ 151.00	

(ADD ADDITIONAL PAGE IF NECESSARY)

(IF CLAIM FOR VESSEL DESCRIBE ON SEPARATE SHEET NUMBERED 6 A)

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: SHIGEHIRO, Kinu (Mrs. Tokutaro)HOME ADDRESS: P. O. Box 38, 7 th St., House #715 Mission, B. C.REGISTRATION NUMBER 13206 SEX: Female AGE: 52OCCUPATION: ~~Farmer's-help~~ Farmer

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

EMPLOYER: NoneMARRIED? YesNAME OF WIFE OR HUSBAND: Tokutaro 11496 311ADDRESS OF WIFE OR HUSBAND: Box 38, 7th St., #715 Mission, B. C.

NAMES OF ANY LIVING CHILDREN: Kazuko (FFX) (F); Mitsuko(F); Makoto (M); Shigeko(F); Kazuso(M).

ADDRESS OF CHILDREN: Box 38, 7th St., House #715 Mission, B. C.AGE OF CHILDREN: 22; 20; 17; 15; and 12 years respectively.

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

1. LOCATION AND DESCRIPTION: Box 38, 7th St., Mission, B. C. House #715...
Blocks 139, 140, 141, 142, and 199 of part of Lot 4 Group 3 and of part of the
N.E. quarter of Sec. 21 T. 17 Map 955 Save and Except Part 0.03 of and acre
of Block 142 as shown on plan deposited with By-law filed No. 19251 in the
D. of New Westminster.
2. BUILDINGS AND OTHER IMPROVEMENTS Dwelling; 1½ storey, 5-rooms, wooden
frame; root house; garage; and barn.

3. INSURANCE (Give particulars; state where policies are) \$1,000.00 Fire Ins. New England
Fire Ins. Co. Policy #unknown in the possession of husband.

4. TAXES (Amount and where payable) \$46.40 paid 1940, payable at the Municipal
Hall at Mission, B. C.

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

None

6. OCCUPANCY AND LEASES (If vacant so state)

Owner.

EXHIBIT NO. 746-2
 DATE October 4/48
 FILED BY A. G. Virtue

- 7. STATE WHEREABOUTS OF TITLE DOCUMENTS: in owner's possession.
- 8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
- 9. IF FARM LAND STATE CROPS SOWN 2 1/2 acres in strawberries; 1 acre raspberry bushes; 1 acre logberry; 2 acres rhubarb; 3/4 acre asparagus.

STATEMENT OF REAL PROPERTY OCCUPIED

- 1. LOCATION AND DESCRIPTION: None
- 2. LANDLORD'S NAME AND ADDRESS: None
- 3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None
- 4. STATE WHEREABOUTS OF LEASE: None
- 5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None
- 6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

- 1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE; FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: None
- 2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS: EN None
- 3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY: None

4. I
5. M
6. M
7. F
8. F
9. I
10. I
11. S
LIAB
1. I
2. T
REM
I
every
and i
D
FOR

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS. None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS:

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 7th day of April 1942.

(Signature) K. Stigebina

Armedamus
Witness

FOR DEPARTMENTAL USE

File # 2871
Reg. # 13206

CORPORATION OF THE DISTRICT OF MISSION

BRITISH COLUMBIA

ASSESSMENT FOR THE YEAR 1943

Mr. Kino Snigeniro

ASSESSED OWNER	NATURE OF TITLE DEED HOLDER "D. H." AGREEMENT HOLDER "A. H." ASSIGNEE OF A. 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 IMPROVEMENTS	TOTAL ASSESSED VALUE OF LAND & IMPROVEMENTS
		NO.	LEGAL SUB-DIV.	QUARTER	SECTION	TOWNSHIP	DIST. LOT	BLOCK	LOT NUMBERS							
Shigeniro, Kino	D.H.	108 6		Part-21	17		4 139 146 141	142 part 199		12.25	100		1225	750	✓	
Village of Mission																

EXHIBIT NO. 746-3
DATE October 4/48
FILED BY A. G. Virtue

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 under 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:

WILLIAM J. MANSON, Assessor
Mission City, B. C.

(Signed)

Coppy

File #2871.

9th November, 1942.

Name: SHIGEHIRO, Mrs. Kinu

Regis.No.: 13206.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 23 1942

LIST OF CHATTELS FOUND ON PROPERTY AT
715-7th St., MISSION, B.C.

- 1-5.
- ~~3 Beds s~~
- ~~1 Dresser s~~
- ~~1 Wash stand s~~
- ~~1 Small Range s~~
- ~~1 Heater s~~
- ~~4 Chairs s~~
- ~~1 Rocker s~~
- ~~1 large Kitchen Table s~~
- ~~1 small Table s~~

S. Add by auction 3/1/45 mission 15.

This list is complete except for one more dresser that should be in an upstairs room

Acknowledged 18/1/43

This represents all my chattels remaining in any protected area of British Columbia.

Confirmed:

DATE: *November 20/42* SIGNED: *K. S. Shigehiro*

Please sign and return one copy fo the Custodian.

EXHIBIT NO. *746-14*
DATE *October 4/48*
FILED BY *A. G. Virtue*

BC-325-P

Farm Appraisal Report

File No. J.L.144
Village of Mission

Land Description NW 1/4 Sec. 21 Tp. 17 - Blocks 139-140-141-142 and 199

Containing 12.25 Acres

Owner's Name K. SHIGEHIRO Post Office Address Mission

Nearest Rail Point Mission Distance 1/4 mile

Market Town Mission Distance 1/4 mile

Church (give denomination) All denominations Distance Mission

Nearest School Mission Distance 1/4 mile

State how property was identified: L.R.O. Sketch, map and surveyed streets.

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

Hard-surfaced street at S.E. corner of property. Place located on corner of 7th Street and Horne Avenue.

Is this district a good one? Run down. Good when small fruits are high.

Employment opportunity Local in berry season; in near-by mills and remote at logging.

Predominating Nationality and religion: British; no sect predominates.

Describe Fencing and its condition: South and west fenced, old, little/ value \$ incl. in land

Water supply: Shallow well by creek; good supply. Value \$ " " "

BUILDINGS ON FARM

2871

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT studs	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	16 x 24	lumber	10	Shgl.	15?	posts	good)
Addn.	12 x 16	"	8	"	"	"	")
Veranda	6 x 24	"	7	"	"	"	"	\$450.00)
BARN Garage	12 x 18	"	7	"	new	blks.	new	30.00
BARN Stable	14 x 18	"	av. 10	Shks	old	"	poor)
BARN addn.	6 x 18	spl. cedar	6	"	"	"	"	45.00
GRANARY	x							
Dug-out	x							
rhubarb Hse	22 x 32	roof only	lumber & shingles.	Could be used				25.00
	x		as root cellar.					
	x							
	x		3 old sheds of no value.					

No electric lighting. Power passes the S.E. corner of place.

Total present day value \$ 550.00

Total Value Buildings add to farm \$ 550.00

Is dwelling habitable without repairs? Yes. If not what is your approximate estimate of cost to make it habitable? _____

EXHIBIT No. 746-5
DATE October 4/48
FILED BY G.R. A Rice

Describe the basement and chimneys: Space intended for basement is above ground and boarded in on the posts. Chimney is brick on bracket.

No. rooms downstairs? 3 Upstairs? 2 attic How finished Part "V" joint; part shiplap.

Are buildings painted? No. Condition of paint _____

Distance from nearest bush Light scrub in valley near buildings.

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
9.25	Rolling with slight slope	8" to 12" sandy loam	Sandy clay.	Strawberries, raspberries, loganberries, beans, rhubarb, asparagus. (all in fair shape)	\$65.00	\$601.25
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.		NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	
3	Ravine banks		None		NIL	

Total value of Land \$ 601.25

Total added by buildings to value of farm \$ 550.00

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

Total value of farm \$ 1151.25

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied: Fully occupied; owner recently evacuated; place now under lease by one Fred Johnson for this season only; good state of cultivation.

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

Small fruits area.

Noxious weeds: Some Canada Thistle, not many.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Mun. and school \$26.85 Mission City.

Date: 28th May, 1942.
Place: Abbotsford, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 27th day of May 1942.

Inspector's Signature "B.C. WORMWORTH"

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

Farm Appraisal Report

Remarks: Place looks to have been well farmed, and has no appearance of being run down nor over-fertilized with chemicals. It is one of the better places among rather run-down acreages. As buildings are at the back of the place, it would cost considerable to have power put in. Ravine banks are too steep for any use.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

(Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

Present Value

6 fruit trees for home use add no value to farm. \$

small crops are :- \$

Strawberries	3 ac.	\$
Cane fruits	1.50 ac	\$ (all in fair condition)
Rhubarb	1.25 ac.	
Asparagus	0.75 ac.	
Beans	1 ac.	\$

With the numerous small pieces of each, it is practically impossible to determine exact acreages of these crops, and above is only approximate, and does not altogether agree with those set out in the current lease. However the lease acreages appear to be wrongly stated.

Total \$

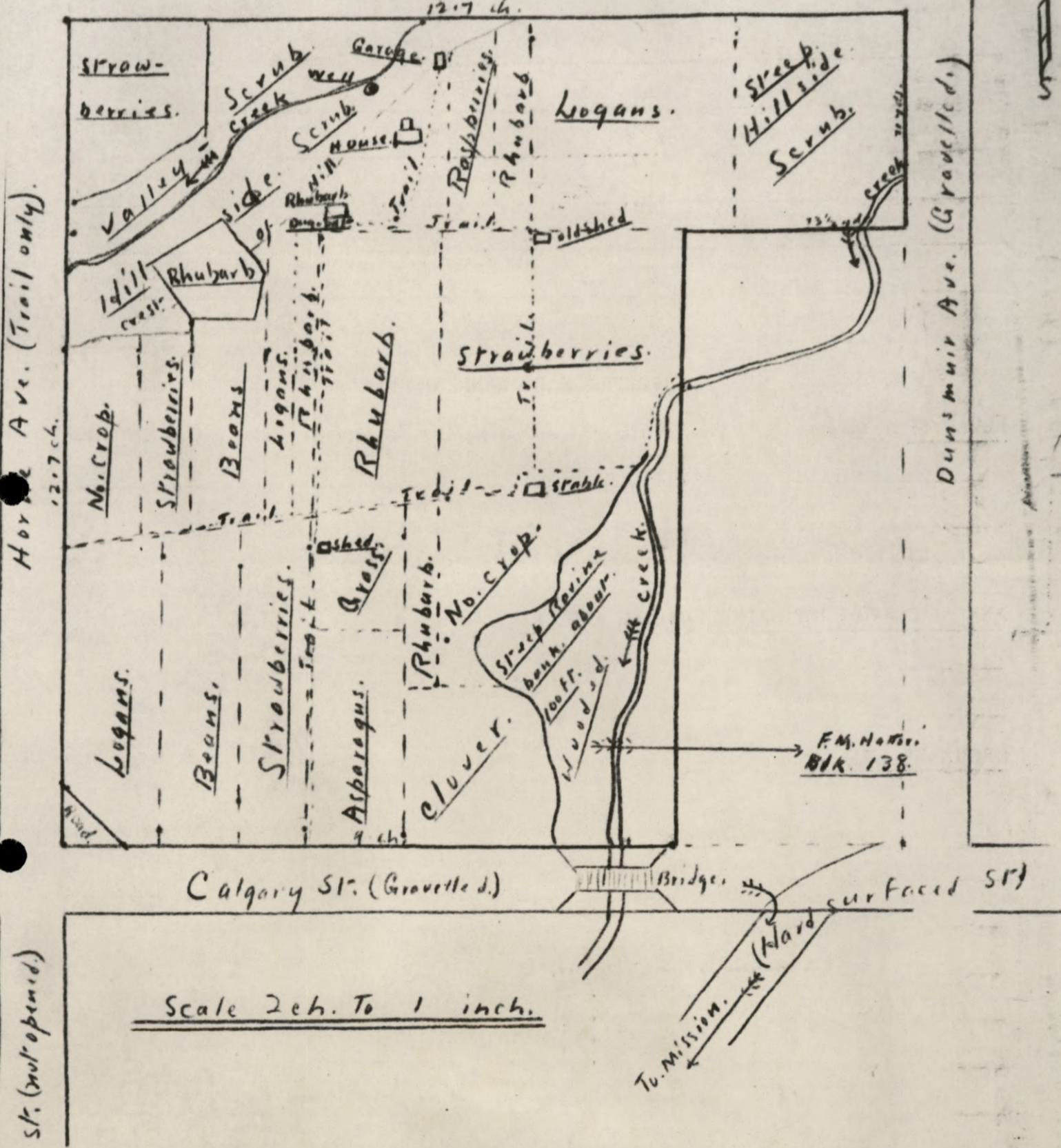
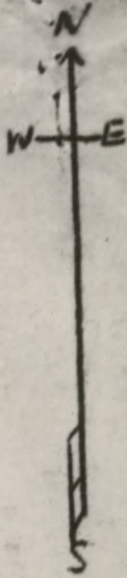
Amount fruit trees add to value of farm \$

Diagram of Property

K. Shigehiro.

NW 1/4 - 21 - 17 - Blks. 139-140-141-142 + 199.

12.25 ac.



Following careful review of this appraisal report, it is my opinion that the present

value is \$ 1200.00

Date 30th May 1942

"I. T. BARNET"
District Superintendent.

EXHIBIT No. 746 - 6
DATE October 4/48
FILED BY G. E. A. Rice

REAL PROPERTY SUMMARY

Catalogue No. : S. S. B. (B. C. 325 P)

File: 2871
Rec. No. 13206

Name: Kinu (Mrs. Tokutaro) SHIGEHIRO

Address: 715 - 7th Road, Mission, B. C.

Legal Description: Blocks 139, 140, 141, 142 & 199 of Part of Lot 4, Group 3 and of Part of N. E. quarter, Section 21, Township 17, Map 955, Save and Except Part 0.03 of an acre Block 142 as shown on Plan 19251, Village of Mission, District of New Westminster.

CLASSIFICATION: Farm, 12.25 acres, 5 Rm. House, Garage, Root House, Barn.

Registered Owner: Kinu Shigehiro

State of Title: Clear

Administration and Revenue: Leased by Tokutaro Shigehiro, April 1, 1942 to January 31, 1943, for \$400.00 (including \$200.00 post-dated Pacific Co-operative Union cheque collected by Custodian.) Leased by Custodian, March 21, 1943 to December 31, 1943, for \$125.00. Later accrued to Veterans' Land Act as Purchasers January 1, 1943.

Sold: Director, Veterans' Land Act for \$1,130 (Cash) as at January 1, 1943.

Title Delivered: April, 1944.

Payment Received: May 10, 1944 and net amount of \$1,026.59 credited to account, after paying \$102.63 tax arrears, \$3.00 registration fees and receiving \$2.22 refund of insurance.

Chattels not involved in property sale.

Insurance Expired on Household effects September 29, 1943 and not renewed.

Insurance on buildings transferred to Veterans' Land Act.

"W. E. Anderson"

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

Nov. 10, 1948

E. L. Cassel

File No. 2871

SUMMARY RELATIVE TO CLAIM OF
(Mrs.) Kino SHIGEHRO - Reg. No. 13206

May 27/48

REAL PROPERTY:

Blocks 139, 140, 141, 142 and 199 of part of Lot 4, Group 3, and of part of NE $\frac{1}{4}$ of Sec. 21, Township 17, Map 955, save and except part 0.03 of an acre of Block 142, as shown on plan deposited with bylaw filed 19251, District of New Westminster.

	<u>Assessed Value</u>	<u>S.S. Board Appraisal</u>	<u>V.L.A. Purchase</u>	<u>Claimant's Valuation</u>	
Land	\$1225.00	\$ 601.25		\$7400.00	12.25 acs.
Improvements	<u>750.00</u>	<u>550.00</u>		<u>1600.00</u>	
	\$1975.00	\$1151.25	\$1130.00	\$9000.00	
		Less sale price		<u>1130.00</u>	
		Amount of claim		<u>\$7870.00</u>	

Claimant values the land at \$604.7 per acre.

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

Nov. 10, 1948

E. Subasse
E. J.

No. 2871

EXHIBIT No. _____

CASE No. _____

No. 13206

VENUE Lethbridge

SALES ON	TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANY TIME	ABANDONED	NOT ACCOUNTED FOR THEFT &C	UNSOLD	REMARKS
25				(1) 1.00				
				2.00				
50				(2) 1.50				
				2 50				
				10 00				
6 00				120 00				
6 75				<u>137.00</u>				No knowledge until letter received from Mrs. Shigehiro, 23rd Jan. 1945. Not found.
21 95								
28 70								Goods for which Japanese claims \$14.00 sold at auction for \$6.75 " " " " " <u>\$137.00</u> no record at any time. \$151.00

EXHIBIT No. 746-7
DATE October 4/48
FILED BY E. R. Rice

EXHIBIT No. 746 - 8
DATE..... October 4/48
FILED BY G. E. A. Rice

PERSONAL PROPERTY SUMMARY

5th Nove. 1946.

File No. 2871 Re: Kinu SHIGEHIRO (Mrs. Tokutaro) Reg. No. 13206

CHATELS: The above Japanese when registering with this office on the 7th April, 1942, declared having no chattels, However, when our fieldmen checked the property on the 20th May, 1942, they found a small quantity on the property. The details of our inventory were sent to her and she acknowledged them as being hers on the 20th Nov. 1942, but stated that some articles were missing.

All saleable articles were removed and sold by public auction on the 31st January, 1945, for the net sum of \$22.34, and they were well accounted for, although some were left on the property, not being worth the expense of handling. Full details were sent to the Japanese on the 29th March, 1945, and while she stated on the 28th April, 1946, that some items were missing we were unable to locate them.

SPECIFIED ARTICLES: This file reveals no Specified articles.

ACCOUNTS RECEIVABLE: When leasing her property in 1942, she accepted a Pacific Co-operative post dated cheque as part of the consideration. The Custodian negotiated collection of the cheque and credited the proceeds to her account here on the 20th May, 1943.

This file reveals no other personal property assets.

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

WEA:HA

"W. E. Anderson"

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

Nov. 10, 1948

E. DeBessa
J.Y.

746 - 9

EXHIBIT No. _____
DATE..... October 4/48
FILED BY G. E. A. Rice

c/o David Gillies,
Box 38,
Picture Butte, Alta.

January 23, 1945.

Department of the Secretary of State
The Office of the Custodian,
(Japanese Evacuation Section)
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Reg. No. 13206

Because we left Mission City, B. C. in such a hurry that we didn't have time to file a list of our kitchen utensils and farm implements, at your office. We left the above tools and utensils etc. in our garage on the farm (715 - 7th street, Mission, B. C.)

Please inform me whether the above goods are still in the garage or otherwise.

Please reply at your earliest convenience.

Yours truly,

"K. Shigehiro"

Mrs. Kinu Shigehiro.

"Y.N.I."

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

Nov. 10, 1948

C. Lubase
J.Y.

EXHIBIT No. _____
 DATE..... Oct. 4/48
 FILED BY G. E. A. Rice

F A R M L E A S E

THIS INDENTURE made in duplicate the 16th day of April A. D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

TOKUTARO SHIGEHIRO of Mission City

in the Province of British Columbia
 Farmer
 (hereinafter called the Lessor)

Of the First Part

- and -

FREDERICK JOHNSON of the same place

Farmer
 (hereinafter called the Lessee)

Of the Second Part.

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

Lots 139, 140, 141, part of 142 and all of 199 of Section Twenty-one

(21) Township Seventeen (17) containing 12.25 acres more or less

TOGETHER with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being;

AND TOGETHER ALSO with all ways, paths, passages, water courses, privileges and advantages whatsoever to the said premises belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of Ten months to be computed from the first day of April A. D. 1942 and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFORE, for the said term hereby granted, unto the Lessor the sum of Four hundred (\$400.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged.)

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

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

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

One (1) acre of raspberries

~~One~~ ^{three} quarter $\frac{3}{4}$ acre of asparagus

One and one quarter ($1\frac{1}{4}$) acre of loganberries

One and three quarter ($1\frac{3}{4}$) acres of strawberries

One (1) acre of rhubarb

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

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

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

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

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

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

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

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

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

DATED 16th day of April A. D. 1942

TO

FARM LEASE

James M. Campbell
Barrister-Solicitor

MISSION CITY - B. C.

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

Nov. 10, 1948

E. Subase
E.S.