

Name of Claimant SHIKAZE, Hironori

Case *Vulture* 747

Custodian File 5456

<u>REAL PROPERTY</u>										Total	
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village				
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		
<u>PERSONAL PROPERTY</u>										Total	
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	
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 Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										Total	
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	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
TOTAL RECOMMENDATION										.00	

CASE NO. 747.

JAPANESE PROPERTY CLAIMS COMMISSION.

October 4th, 1948,
Lethbridge, Alberta.

IN THE MATTER OF THE CLAIM OF
HIRONORI SHIKAZE.

PROCEEDINGS AT HEARING.

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 L. H. STACK, SUB-COMMISSIONER).

10

Lethbridge, Alberta,

October 4th, 1948.

IN THE MATTER OF THE CLAIM OF
HIRONORI SHIKAZE.

PROCEEDINGS AT HEARING.

20

APPEARANCES:

G.E.A. RICE, Esq., K.C.,

appearing for the
Dominion Government.

A.G. VIRTUE, Esq., K.C.,

appearing for the
Claimant.

MISS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

H. Shikaze,
In Chief.

THE SECRETARY: Case No. 747, Hironori Shikaze.

HIRONORI SHIKAZE, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q You speak English, Mr. Shikaze?

A Yes, Mr. Virtue.

Q Now, I show you a form called a summary of evidence showing your land leased from Mr. Crist, and the improvements, and so on, the buildings, and then a list of the rhubarb roots and so on. Is that your signature (indicating)? A: Yes.

Q Was this claim prepared by you in my office with the help of an interpreter and a clerk?

A Yes.

Q Are the statements in this claim true statements?

A Yes, sir.

Q Now, your land was leased by you and a man named Mariatsumari? A: Yes.

Q From a man named Crist? A: Yes.

Q It was 21 acres? A: Yes.

Q And you and Mr. Kariatsumari worked land and each had a half interest? A: Yes, sir.

Q And I believe you each worked ten acres?

A Yes, a ten acre piece separately.

Q A ten acre piece separately?

A Yes.

Q But you held the lease together?

A Yes.

Q And you paid a rental to Mr. Crist for \$400.00

H. Shikaze,
In Chief.

per year? A: Yes, that is right.

Q Now, on your part of the land I believe you
planted five acres of strawberries and five
acres rhubarb? A: Yes, sir.

Q And you value that planting at \$2000.00 and
\$1000.00 respectively, a total of \$3000.00?

A Yes, sir.

10 Q Would you tell His Honour about the planting of
strawberries and when the crops from strawberries
can be expected? For instance, this land that
you leased from Mr. Crist, you leased in April,
the 1st of April, 1940?

A Right.

Q That was two years before you were evacuated.
Now, when did you put in the five acres of
strawberries? A: We got in April and
then we started to plow and disc it and harrow
it and put it in that year, in 1940.

Q What time of the year?

20 A Around May.

Q May of 1940? A: Yes.

Q Now, do you get any return from strawberries the
first year they are planted?

A No, we didn't get no return until the next year,
1941.

Q Now, the next year, 1941, do you get a full return?

A No.

Q About what crop do you get the second year?

A The second year and the third year start to mature
pretty good.

H. Shikaze,
In chief.

Q Let us talk about the second year first. About what crop do you get the second year of strawberries? A: About 5 tons to the acre.

Q Is that a quarter crop or half crop or what?

A About two-thirds, and the third year you get more than five tons.

Q The third year you get your big crop?

A Yes, the biggest yield.

Q How about the fourth year?

10 A It is about the same.

Q You get a big crop then? A: Yes.

Q And what about the fifth year?

A The fifth year is about the end.

Q The fifth year is about the end, and then you have to start over? A: Yes.

Q So that from the strawberries which you planted in 1940 you had only had one partial crop?

A Yes.

20 Q And you were looking forward in 1942, '43 and '44 to your big returns on the strawberries, is that right?

A Yes, that is right.

MR. VIRTUE: I will put in the summary as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: And you put in 5 acres of rhubarb.

You might tell His Honour about that, as to when you plant rhubarb and when did you do it?

A The rhubarb you do the same as the strawberries. My dad had a plant from the States, and it is pure red inside, and he bought it for twenty-five cents apiece, and he started to expand them, and

H. Shikaze,
In Chief.

we put in our place at Matsqui.

Q What year did you put in your rhubarb?

A The same year, 1940.

Q Did you get any return that year?

A No, you don't get any return at all, you have to put in fertilizer and everything, and 1941 you just get a bit, just like strawberries, and '42 and '43 is the yield.

10 Q You look for your big crops of rhubarb, or looked for them, in '42 and '43? A: Yes. And then in '44 we started to put them in the forcing house, forcing hot house, and that is where we make our last profit.

Q So that your profit from the rhubarb, you had a small return in '41?

A Yes.

Q And you expected your big return in '42, '43, and again some return in '44? A: Yes.

20 Q And that is why you value the planting at the sums you have put in, \$2000.00 and \$1000.00?

A Yes.

Q Now, I see you put some buildings on here. When did you put those on? A: 1940.

Q You put them on new? A: Yes. The year '41 I mean.

Q The year '41? A: Yes.

Q And then when you were evacuated you just had to leave those buildings? A: Yes.

30 Q And you valued your half, the total cost of the buildings was \$720.00, and you valued your half at \$360.00? A: Yes.

H. Shikaze,
Cross Exam.

Q Making a total claim of \$3360.00?

A Yes.

Q Now, out of your '42 crop -- I believe you were evacuated in the Spring of '42?

A Yes, 1942.

Q Did you get any returns for the '42 crop? What did you do when you were evacuated?

A Just out of that year that we evacuated, you mean?

Q Yes? A: Well, we went in there

10 and cultivated before we come here, put the fertilizer on, and just after I left it in the hands of the lessee.

Q Who was that? A: Mr. Janzen.

Q Mr. Janzen. In other words, you and your partner, Kariatsumari, when you found you were going to be evacuated, got in touch with a man named Janzen?

A Yes.

Q What deal did you make with Janzen, do you know? Have you got a copy of it?

20 A Oh, yes, we got a lease form.

Q Do you know where that is? You haven't got it now?

A I think I left it with your office, sir.

Q I am afraid not. I have the lease from Crist to you, that was left, and it was put in evidence in the Kariatsumari case; it is an exhibit there.

A I think I had Janzen's there too.

Q Well, we have no record of Janzen's lease being available; that is why I asked you about that.

If my learned friend has it, we will be very glad to have it.

H. Shikaze,
In Chief.

MR. RICE: Is that the lease to Janzen?

MR. VIRTUE: Yes.

MR. RICE: No. I have the lease from Crist.

MR. VIRTUE: If my learned friend will let me have the Crist lease, just for the record, I will put it in.

(Document to Mr. Virtue)

MR. VIRTUE: Q: Will you look at that. That is a lease dated the 18th of April, 1940, from Crist to Shikaze and Kariatsumari. Are those the signatures of yourself and Kariatsumari?

A Yes.

Q For five years from 1940, reserving certain buildings to the lessor. I will put it in.

(LEASE MARKED EXHIBIT NO. 2).

MR. VIRTUE: Q: Well, then, let me ask you this: Were there any growing crops or planted crops at all on this land when you leased it from Crist?

A No.

Q So that all that was growing or planted there was done by you and Kariatsumari?

A Yes.

Q Now, will you tell us what your arrangement was with Janzen? What was your deal with him?

A Well, through the Pacific Co-op in Mission, they find Mr. Janzen out, and he said to pay rent to Mr. Crist and he was supposed to pay.

Q Janzen was supposed to pay the rent to Crist?

A Yes.

Q From '42 onward? A: Yes.

H. Shikaze,
In Chief.

Q What were you to get? A: The crop rent.

Q Well, what was that? A: \$2000.00, and I
get the half of it, \$1000.00.

Q Between you and Kariatsumari you got \$2000.00,
and you got the one half of it, \$1000.00?

A Yes.

Q And that was for \$1942? A: Yes.

Q And that is why you figured you had a loss of
the amount of your claim or some \$3200.00 or
10 \$3300.00, because you lost the value of your
lease from then on? A: Yes.

Q Is that for the first year, '42?

A Yes.

Q And you lost what you put into the buildings?

A Yes.

Q Now, I show you here a bill of sale or a receipt,
would you look at that and tell me what that is?
It is from B. Love.

A I bought this one at February 6th, 1942, from Mr.
20 B. Love, and Mr. Kariatsumari had a half interest
in, but that isn't with this.

Q Let me understand this: This first one is a bill
of sale covering rhubarb amounting to \$385.00?

A Yes.

Q Was that the rhubarb that you planted on this
land? A: No, this has nothing
to do with this other lease at all; this is
different altogether.

Q It was a different property altogether?

30 A Yes, this is at Dewdney. This is different altogether.

H. Shikaze,
In Chief.

Q That had nothing to do with the land that you
and Kariatsumari had? A: No.

Q But according to this, you paid for the rhubarb,
thirty-four rows, you paid \$385.00?

A Yes.

Q How many acres would that plant?

A Well, we were trying to put them in the hothouse.

Q Well, at any rate, you have to plant rhubarb by
roots? A: Yes.

10 Q And they are quite expensive?

A Yes. We had a special kind at my dad's place.

Q Well, at the time how much would the rhubarb roots
cost to plant five acres, about?

A Well, it depends on the kind of roots you have.

Q The ones you had? A: I had a couple of acres
of these rhubarb roots from the States, which my
dad paid 25¢.

Q You don't know how many roots it takes to an acre?

A It takes about 2000 plants.

20 Q For an acre? A: Yes, and it costs 25¢
a root, but you divide them into six or seven or
eight parts.

Q Well, I won't go into further detail on that, sir.
Perhaps it will work out mathematically. Now,
you have another claim here in addition to the
loss of your land,

"Rhubarb roots purchased by claimant
from Mr. B. Love. These were left in ground
at Love's place to be picked up later by
Claimant. \$157.50. Claimant intended to

H. Shikaze,
In Chief.

harvest crop off roots before taking them up and moving them to his own place and expended on labour and fertilizer, \$75.00."

Just explain that? A: Well, just before we went away and we thought we would stay, we never heard about the evacuation then, so we bought this rhubarb from Mr. Love to put it into the hothouse.

Q In '41? A: In '42.

Q It says '41 here? A: Yes, but we could leave it until '42 to put it in our hothouse because our land at Matsqui and the other place was not new.

10

Q At any rate, you paid Love \$157.50 for these rhubarb roots? A: Yes, and left it and we fertilized it and hoed it.

Q And that is why you have the additional claim?

A Yes.

Q That was lost to you entirely?

A Yes.

Q Now, before you left there in the Spring of '42, did you harvest and sell any strawberries?

20

A No, sir.

Q Did you harvest and sell any rhubarb?

A No, sir.

Q It was too early in the season to harvest strawberries and rhubarb? A: Yes.

MR. VIRTUE: My learned friend has a letter of May 10th, 1942, written by this man. I wonder if we might see that, please.

(Letter in question to Mr. Virtue)

30

MR. VIRTUE: Q: Is that a letter you wrote to the

H. Shikaze,
In Chief.

Custodian?

A: Yes, sir.

MR.VIRTUE: I would like to read this, sir. It is dated at Picture Butte, May 10th, 1943, to the Custodian.

"Dear Sir:

Referring to my file No. 5456 & 2247 and the letter I received on March 11th. I like to write few things with agreement dated April 18th 1940 with Mr. Charle R. Crist.

10

"Mr. M. Kariatsumari and I made the agreement dated on April 18th 1942. The agreement was under the two names but the farms were operated entirely differently. Mr. M. Kariatsumari has rented a house from Mr. Crist on fall of 1941 on \$50.00 per year basis and I being living at Mission has nothing to do with the house rent and the rent which you took out of my account.

20

"I put quite a large sum of investment on planting those 5 acres of strawberries and 4 acres of rhubarb. Not only invested on berries and rhubarb but those packing sheds and bunk houses has used about 20,000 feet of lumber and shakes which being built on sleigh system, so after the agreement is due I could remove those buildings. I also left 6 stoves, scale and wheelbarrow etc. which I could of sold of it.

30

"Please write to me what has become of these things in the near future. So you could see from these point of view how much I have invested on the farm without harvesting full

H. Shikaze,
In Chief.

crop of 1942 and till the lease is due.

Yours very truly,

Gilbert H. Shikaze."

Q By the way, is Gilbert your English name for Hironori? A: Yes.

Q All right, thank you. I will put the letter in.

(LETTER MARKED EXHIBIT NO. 3).

10

MR. RICE; For the purpose of keeping the record straight, your Honour, I would like to suggest to my learned friend that the claim filed for the loss of land amounted to \$3159.00. Is it your intention to amend that to \$3360.00? I might say the total claim filed amounted to \$3391~~k~~.50, which included the claim for rhubarb, fertilizer and labour. That is, rhubarb \$157.50, fertilizer and labour, \$75.00, was included, which in the summary of evidence is made a separate claim.

20

MR. VIRTUE: Well, I am glad my learned friend called it to my attention, because there are some clerical errors, but as I read my claim it seems to be in order. The share of the buildings is \$360.00, the loss of lease and crop \$3000.00, and that makes \$3360.00.

MR. RICE: I am referring to the claim filed in November.

MR. VIRTUE: I mean, the claim we are now putting forward is according to our summary of evidence.

MR. RICE: Then it is being increased?

MR. VIRTUE: The rhubarb and the fertilizer comes to \$232.50, and is added to the \$3600.00, which is according to the summary of evidence now filed.

30

H. Shikaze,
Cross Exam.

THE SUB-COMMISSIONER: You say the rhubarb is to be added to the \$3360.00?

MR. VIRTUE: Yes, sir. That is \$3000.00 for the loss and \$360.00 for the buildings. It is right there on Exhibit 1, sir. It is true that it is a little higher than the proof of claim filed originally on the 20th of November, 1947, and if it is necessary to ask for an amendment of the original proof of claim I now do so.

10 MR. RICE: It is submitted, your Honour, that the claimant did not own the buildings. It is submitted that the claim for the rhubarb and fertilizer was not declared and the Custodian had no knowledge of the same until the claim was filed in November, 1947. It is further submitted that this claimant turned over his property to persons other than the Custodian and if there is any loss the Custodian is not responsible for the same.

20 CROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form dated the 21st of April, 1942 (indicating); does that bear your signature?

A Yes, sir.

Q That is your J.P. form? A: Yes, sir. This is my land.

Q That is your J.P. form? A: Yes.

MR. RICE: I tender that as an exhibit.

(J.P. FORM MARKED EXHIBIT NO. 4.)

MR. RICE: I point out that the only chattels declared here are a 3-ton Maple Leaf 1941 truck in custody

H. Shikaze,
Cross Exam.

at Hastings Park, Vancouver, B. C.

Q I show you a proof of claim form, apparently completed by you last November, November 20th, 1947? A: Yes, sir.

Q That bears your signature sworn to on the same date before W. S. Russell? Is that right?

A Yes, sir.

MR. RICE: I tender that as an exhibit.

(CLAIM FORM MARKED EXHIBIT NO. 5).

10 MR. RICE: I also submit a personal property summary and claim respecting the buildings and a real property summary. They can go in as one exhibit (SUMMARIES MARKED EXHIBIT NO. 6).

MR. RICE: Q: Do you consider that your claim is worth more today than it was last November?

A Oh, yes.

Q You do? A: In 1945, I mean, when the lease was due.

20 Q Well, perhaps you misunderstood my question. I am asking you if you consider your claim against the Crown, if you have one, is worth more today than it was when you swore that claim, Exhibit 5, last November? A: Oh, yes.

Q It is worth more? A: Yes.

Q What pushed it up in price?

A Pardon?

Q You have the price, increased it on your claim by about \$150.00, and I am wondering why?

A \$150.00?

30 Q Yes? A: Well, I figure strawberries

H. Shikaze,
Cross Exam.

about \$500.00 an acre.

Q Yes, but you figured that last November, did you not? Perhaps I had better show you. Last November you valued the market value of your crop, that would be these two figures here (indicating), and this here is the rhubarb and the labour, and you valued it at \$3159.00?

A Oh, yes.

10

Q Today you are valuing the same thing at \$3360.00, those crops and everything total up to \$3360.00?

A Well, I figured \$400.00 an acre for strawberries and \$200.00 an acre for rhubarb.

Q What did you figure last November then that made it \$150.00 cheaper? A: Well, I must have figured some another way I think.

Q These rhubarb roots that you bought from Mr. Love, you bought them in the field? A: Yes, sir.

Q You were to remove them at your own expense?

20

A Yes, at the following year; I could have until the following year.

Q You were to take them away before Spring of 1942?

A Right.

Q Before Spring operations of 1942?

A Yes. We were evacuated in '41.

Q You were evacuated in '42.

A Well, in '43, I could take them out; in the Spring of '43, before that.

Q Mr. Love says that you were to remove them by the Spring operations of 1942; would he be right in that?

30

A I had a copy over there. Mr. Virtue, I think, has it.

H. Shikaze,
Cross Exam.

Q Can you refer to it, or can you answer the question? All right. I don't know whether this is what you have in mind or not.

A It says, "All rhubarb root to be cleared off the property by February 15th, 1943," and this is Mr. Love's handwriting.

Q Mr. Robinson? A: Mr. B. Love & Son.

Q You removed part of those roots?

A No, sir.

10

Q You removed none at all? A: No. It says in here I can remove until February 15th, 1943, so that I went out and put fertilizer and cultivation so that I could put it in the following Fall in 1942, I thought I would put them in the hothouse, so any case I can't. I thought I was going to plant them the following year.

Q Mr. Love in his statement says that you did remove some of the roots but you failed to remove the balance that you had agreed to?

20

A No.

Q You didn't remove any roots whatever?

A No.

Q You are positive of that? A: Yes. And here is the proof. Here it says I have it until February 15th, 1943.

Q Whose handwriting is that? A: This is Mr. Bert Love, in his handwriting.

Q Mr. Bert Love? A: Yes, of Dewdney, B.C.

30

Q I suppose you know that Mr. Love has a claim

H. Shikaze,
Cross Exam.

against you for digging the roots, that you didn't dig, and piling them up under a tree?

A Because I didn't dig them?

Q Yes? A: Well, I can't dig because I wasn't there; if I was there I could dig them out.

Q Well, he says-- no, no, he had nothing to do with the fertilizer. You could fertilize or not just as you saw fit? A: Well, it be for my own benefit because I was going to put them in the hothouse so that it grows that much for the following year.

Q There is nothing in the contract regarding that?

A No.

Q You leased your land from Mr. Crist and then before you were evacuated you leased to Janzen, did you? A: Yes, Janzen.

Q You leased to Janzen? A: Yes.

Q You and your partner? A: Yes.

20 Q And you made arrangements for the Co-op. to look after your interest in the same?

A~~2~~ Yes, sir.

Q What was the name of the Co-op again?

A Pacific Co-op.

Q Pacific Co-op? A: Yes.

Q Well, did the Pacific Co-op get in touch with Mr. Janzen, or did you get in touch with him and make your own arrangements?

A Well, we were supposed to go out and look for people because we had to evacuate so suddenly,

H. Shikaze,
Cross Exam.

and they didn't have much people to look after, you know, the land, and he said if we could find anybody, anybody that is suited for the place, to go and look for it, and then Mr. Janzen worked for us for a couple of years before, two summers, I think, so that we know him, so that we thought we would put him through the Pacific Co-op.

Q So that you leased to Janzen and had the Pacific Co-op look after your interest?

10

A Yes.

Q What do you mean by saying that you didn't harvest the full crop in 1942? A: In 1940 and in 1941 I just had a few crop. You only get part of the crop in '41, and in '42 we were evacuated in May, so that we had no crop at all.

Q Your rhubarb would be off then?

A No, just started in May or June. We were evacuated on May 6th.

20

Q In your letter of May 10th, 1943, to the Custodian filed as Exhibit 3 you use the expression, "So you could see from these point of view how much I have invested on the farm without harvesting full crop of 1942"? A: That is mean I never harvest no crop in 1942; I just invest my money in '41, '40 and '41.

Q Why did you use the words you hadn't harvested the full crop in 1942; do you mean to say you didn't harvest any that year? A: Yes.

Q That is all.

MR. VIRTUE: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the transcript accurate.

"S.R.HOWARD" Official Reporter

I hereby certify the transcript true and accurate.

D. F. Stach SUB-COMMISSIONER

ACKNOWLEDGED

5456

NOV 2 1946

Case No 747

Lethbridge

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: **Hironori Shikaze**

Registration No. **13353**

2. Claimant's address at the time of his evacuation from the protected area:

Box 312, Mission City, B.C.

3. Claimant's present address:

c/o Broder Farm, Lethbridge, Alta.

4. Claim relating to real property:

(a) Street address of real property: **Matsqui, B.C.**

(b) Legal description of property:

**Lot 5 and Part Lot 1, Sec. 9, Township 17, District 410
Map 2662.**

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

Farm land rented from Mr. C. R. Crist, Matsqui, B.C.

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

Agreement papers.

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

(I) Land—	\$		
(II) Buildings—	\$	-----	\$ 509.00
Market value of crop			2650.00
Rhubarb roots at B. Love, Dewedney, B.C.			157.50
Fertilizer and Labour			75.00
			<u>\$ 3391.50</u>

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

\$ 3391.50

5. Claims relating to personal property, etc.

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

No personal belongings.

(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:

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

(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:

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

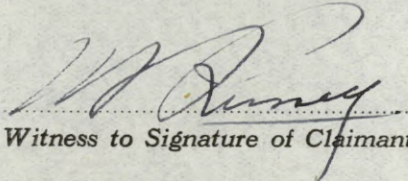
6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

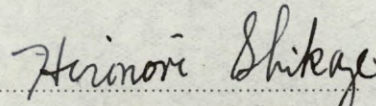
7. An Interpreter will not be required.

DATED this

20th
~~12th~~

Nov.
day of ~~October~~, A.D. 1947.


Witness to Signature of Claimant.


Signature of Claimant.

STATUTORY DECLARATION

I, Hironori Shikaze
(Full Name of Claimant)

of Lethbridge, Alta. Farm Labour
(Present Address) (Occupation)

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:

Nothing in hand No.

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 Lethbridge
in the Province of Alberta,
this 20th day of November
A.D. 1947.

Hironori Shikaze

[Signature]
A Commissioner for Oaths in and for
the Province of Alberta.

VIRTUE & RUSSELL
Barristers & Solicitors
Lethbridge, Alberta.

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 Chapted 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 _____

A.D. 1947.

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

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 110

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Hironori SHIKAZE

2. Registration Number: 13353

EXHIBIT No 747-1
DATE October 4/48
FILED BY Art Kuttus

3. Present Address: c/o Broder Farm, Lethbridge, Alta.

4. Address Prior To Evacuation: Box 312, 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)

Land Leased from C. R. Crist

Lot five (5) and part Lot one (1) Section nine (9)

Township Seventeen (17) District 410 Map 2662

Leased jointly with Mr. Kariatsumari

- (a) Nearest Post Office adjacent to land. Matsqui B. C.
- (b) Number of acres: 21 acres
- (c) When ~~purchased~~ ^{Leased}: April 1, 1940 for term of 5 years
- (d) Condition when purchased: Give improvements and values in detail as of date of purchase)

(e) Purchase Price Rental per year.....	\$ 400.00
$\frac{1}{2}$ share	200.00

6. IMPROVEMENTS: (By Shikaze Personally)

(a) Clearing.....acres at \$.....per acre	\$
(b) Fencing	\$
(d) Drainage)	\$
(c) Tillage	\$
(e) Weed Eradication	\$
(f) Planting 5 acres strawberries	\$ 2000.00
5 acres rhubarb	1000.00
(g)	\$
(h)	\$
Total	\$ 3000.00
Carried Forward	\$ 3000.00

Brought forward

\$ 3000.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
dwelling shed	8 x 10	1941	\$ 100.00	\$ 20.00	\$ 120.00
packing shed	16 x 26	1941	75.00	20.00	95.00
packing shed	16 x 26	1941	75.00	20.00	95.00
dwelling house	12 x 24	1941	200.00	40.00	240.00
woodshed	10 x 14	1941	25.00	10.00	35.00
garage	12 x 20	1941	75.00	20.00	95.00
Repair to existing buildings		1941	30.00	10.00	50.00

$\frac{1}{2}$ Share of Total Cost of Buildings 720.00 360.00

Total Cost of Land and All Improvements\$ 3360.00

Fair Market Value\$ 3360.00

Sold by Custodian for\$ NIL

Loss Claimed on Parcel 1\$ 3360.00

8. Assessment for 1942:

Land \$

Improvements \$

Total \$

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	\$ 3360.00
Parcel 2	\$
Parcel 3	\$
Parcel 4	\$

TOTAL:

\$3360.00

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
Rhubarb roots purchased by Claimant from Mr. B. Love. These were left in ground at Love's place to be picked up later by Claimant.	1941	157.50	157.50	
Claimant intended to harvest crop off roots before taking them up and moving them to his own place and expended on labour and fertilizer.			<u>75.00</u>	
		TOTAL	\$ 232.50	

(ADD ADDITIONAL PAGE IF NECESSARY)

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

PAYMENTS RECEIVED FROM CUSTODIAN ON
PERSONAL PROPERTY

<u>Item:</u>	<u>Year:</u>	<u>Month:</u>	<u>Amount.</u>
			Total: \$ <u>NIL</u>
Total Claim for Personal Property			\$ 232.50
Deduct Payments from Custodian			\$ <u>NIL</u>
Net Loss on Personal Property			\$ <u>232.50</u>

I Certify the above to be True and Correct.

.....
Witness

A. Shikoye
.....
Signature of Claimant.

This Indenture

made the Eighteenth day of April in the year of our

Lord one thousand nine hundred and forty.

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN

Charles R. Crist,
(Retired)
Mission City, B.C.

State Full Name
Address and
Occupation

hereinafter called the Lessor of the FIRST PART;

AND

Gilbert H. Shikaze and Miyoshi Kariatsumari,
(Farmers) of Mission City, B.C.

State Full Name
Address and
Occupation

hereinafter called the Lessee of the SECOND PART;

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee, ALL AND SINGULAR Part of Lot 5 and Part of Lot 1, Sect. 9, Twp. 17, Dist. Lot 410, Map 2662, Municipality of Matsqui, except that portion where house and bank building ^{STAND} containing approximately 150 x 200 ft. and the new orchard and barn by the house. This is to be reserved for Lessor. Lessee to have the use of woodshed and the the red barn. Containing approximately 21 acres of land.

EXHIBIT No. 747-2
DATE October 4/48
FILED BY A. G. Virtue

From the first day of April
one thousand nine hundred and forty.

for the term of 5 years next ensuing

YIELDING AND PAYING therefor to the said Lessor, the clear yearly rent or sum of Four Hundred (\$400.00) Dollars of lawful money of Canada, payable on the following days and times, that is to say: The sum of

Two Hundred Dollars (\$200.00) to be paid on the execution of this agreement, and \$200.00 to be paid on Aug. 1st. 1940.

- \$400.00 to be paid on Aug. 1st. 1941 - *pd*
- \$400.00 to be paid on Aug. 1st 1942
- \$400.00 to be paid on Aug. 1st. 1943
- \$400.00 to be paid on Aug. 1st. 1944.

This contract expires on the 1st. day of April 1945.

AND the said Lessee COVENANT with the said Lessor to pay rent, and to pay taxes, and to repair (reasonable wear and tear, and damage by fire and tempest excepted). AND that the said Lessor may enter and view state of repair;

N.R.C

AND that the said Lessee will repair according to notice (reasonable wear and tear, and damage by fire and tempest excepted).

N.R.C

AND will not assign or sub-let without leave;

AND will not carry on any business that shall be deemed a nuisance on the said premises;

AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire and tempest excepted).

AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, THE then current quarter's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

State Full Name
Address and
Occupation of
Witness

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee, then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee

N.R.C

State Full Name
Address and
Occupation of
Witness

For Maker

PROVISO for re-entry by the said Lessor on non-payment of rent, whether lawfully demanded or not; or on non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

THE said LESSOR COVENANT with the said LESSEE for quiet enjoyment.

THIS INDENTURE shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED
BY THE LESSOR IN THE PRESENCE OF

W. P. Crist
Notary Public
Mataguen
130

Charles R. Crist

SIGNED, SEALED AND DELIVERED
BY THE LESSEE IN THE PRESENCE OF

W. P. Crist
Notary Public
Mataguen
130

Gilbert A. Shikye
Mijoshi Kurokumaru

State Full Name
Address and
Occupation of
Witness

State Full Name
Address and
Occupation of
Witness

For Maker

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____ in the _____ of _____
(whose identity has been proved by the evidence on oath of _____
who is) personally known to me, appeared before me and acknowledged
to me that _____ the person mentioned in the annexed instrument as the maker thereof, and whose
name _____ subscribed thereto as part and that he know the contents thereof, and that he executed
the same voluntarily, and _____ of the full age of twenty-one years.
IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of Office at
British Columbia, this _____ day
of _____ in the year of our Lord one thousand
nine hundred and _____

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

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

N.R.C.
and tear, and
view state of

N.R.C.
and tear, and

mises;
damage by fire

execution or in
ake any assign-
nefit of any Act
er's rent shall
feited and void.

N.R.C.
ny part thereof
y fire, so as to
the same shall
the nature and
suspended and
e said Lessee

Declaration
of Witness

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

1. I was personally present and did see the within instrument duly signed and executed by _____ the part _____ thereto, for the purposes named therein.

2. The said instrument was executed at _____

3. I know the said part _____, and that _____ of the full age of twenty-one years.

4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

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

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

ROSE, COWAN & LATTI LTD. * LEGAL FORM PRINTERS
VANCOUVER, B. C.

R.C.L. FORM No. 41-A
Lease Form

TO
GILBERT H. SHIKAZE
MIYOSHI KARIATSUMARI.

CHARLES R. CRIST

Dated APR. 18th 1940.

For
Attorney

I HEREBY CERTIFY that on the _____ day of _____ 19 _____
at _____ in the _____ of _____
(whose identity has been proven by the evidence on oath
who is) personally known to me, appeared before me
of _____ and acknowledged to me that he is the person who subscribed the name of _____
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said Instrument as
the maker thereof, and is still alive to the best of his belief, and that he, the said
knows the contents of the said Instrument and subscribed the name of the said
thereto voluntarily as the free act and deed of the said
under authority of a power of attorney which has not been revoked.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at
British Columbia, this _____ day
of _____ in the year of our Lord one thousand
nine hundred and _____

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

For the
Secretary
or other
Officer of a
Corporation

I HEREBY CERTIFY that on the _____ day of _____ 19 _____, at _____
in the _____ of _____
(whose identity has been proved by the
who is) personally known to me, appeared before
of _____ and that he is the person who subscribed his name to the
annexed Instrument, as _____ of the said _____ and affixed the seal
of the _____ to the said Instrument, that he was first duly authorized
to subscribe his name as aforesaid, and to affix the said seal to the said Instrument, and that such Corporation is
legally entitled to hold and dispose of land in the Province of British Columbia.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office,
at _____, British Columbia,
this _____ day of _____, in the year of our Lord
one thousand nine hundred and _____

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

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

EVACUATION SECTION	
Rec'd	MAY 1 1943
File No.	
Ans.	
Referred	Alexander

Box 372,
Picture Butte, Alta.,
May 10th, 1943.

Dept. of Sec. of State.
Office of the Custodian,
506 Royal bank Bldg.,
Vancouver, B. C.

Dear Sir:

Referring to my file No. 5456 & 2247 and the letter I received on March 11th. I like to write few things with agreement dated April 18th 1940 with Mr. Charle R. Crist.

Mr. M. Kariatsumari and I made the agreement dated on April 18th 1942. The agreement was under the two names but the farms were operated entirely differently. Mr. M. Kariatsumari has rented a house from Mr. Crist on fall of 1941 on \$50.00 per year bases and I being living at Mission has nothing to do with the house rent and the rent which you took out of my account.

I put quite a large sum of investment on planting those 5 acres of strawberries and 4 acres of rhubarb. Not only invested on berries and rhubarb but those packing sheds and bunk houses has used about 20,000 feet of lumber and shakes which being built on sleigh system, so after the agreement is due I could remove those buildings. I also left 6 stoves, scale and wheel-barrow etc. which I could of sold of it.

Please write to me what has become of these things in the near future. So you could see from these point of view how much I have invested on the farm without harvesting full crop of 1942 and till the lease is due.

Yours very truly,

Gilbert H. Sakoff

he memo sec.

EXHIBIT No. 747-3
DATE October 4/48
FILED BY A. M. Virtue

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: SHIKAZE, Hironori

HOME ADDRESS: P.O. Box 312, Mission, BC

REGISTRATION NUMBER 13353

SEX: Male

AGE:

OCCUPATION: Farmer

*Sept. 5/42
Same address
as Kagawa Shikaze
F. 54/20 and
Miyoshi Kariatsumari
F. 224 D.D.*

(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: My father

MARRIED? No

NAME OF WIFE OR HUSBAND:

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN:

EXHIBIT No. 747-4
DATE October 4/48
FILED BY G. S. Rice

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION:

2. BUILDINGS AND OTHER IMPROVEMENTS:

3. INSURANCE (Give particulars; state where policies are)

4. TAXES (Amount and where payable)

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

6. OCCUPANCY AND LEASES (If vacant so state)

*Sept. 5/42
Gilbert H. Shikaze
is a joint lessee
see particulars of
lease herein
D.D.*

- 7. STATE WHEREABOUTS OF TITLE DOCUMENTS: ----
- 8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: ----
- 9. IF FARM LAND STATE CROPS SOWN: ----

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Nine-room dwelling house Silverdale Rd.
 Leasing ^{from} Mr. C.R. Crist, Mission. Lot 5, part of Lot 1, Section 9
Township 17, District Lot 410, Map 2662.

2. LANDLORD'S NAME AND ADDRESS: Mr. C.R. Crist, Mission, BC

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: \$150 per year
paid up for 1941

4. STATE WHEREABOUTS OF LEASE: In my possession

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) Mr. Jansen,
Abbotsford, BC ~~on \$1000 per year~~

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: 5 acres strawberries, 2 1/2 acres
rhubarb. Sold to Mr Jansen 1942 crop for \$1,000. Received
\$500 on a/c.

STATEMENT OF PERSONAL PROPERTY OWNED:

*Sept 5/42
Prohibited
article
D.P.*

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES,
 EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: one 1 3 ton Maple Leaf 1941 Truck in Custody
at Hastings Park, Van. B.C.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR
 CLAIM ON ANY SUCH PROPERTY None

- 4. INSURANCE
- 5. MORTGAGES
- 6. MONIES
- 7. BONDS
- 8. BANKS
- 9. LIFE INSURANCE
- 10. INTEREST
- 11. SAFETY
- LIABILITIES
- 1. PERSONAL
- 2. TRADE

I, the
 area as se
 or other s
 I cert
 every des
 and indire
 Dated

FOR DEP

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) \$500

from Mr G F Jansen, Abbotsford for and

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

8. BANK ACCOUNTS: \$20 Bank of Commerce

9. LIFE INSURANCE: \$1000 Sun Life beneficiary my father. Policy No. 2202353
\$1000 in Sun Life. Beneficiary my father. Policy no. 2202352
\$1000 in Manufacturers Life. Beneficiary my father. Policy No. 768808
Premiums paid for 1942 Policies in my possession

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: none About \$350 owing on

truck to General Motors Finance Co. Vancouver.

Paid by PCV

2. TRADE DEBTS: None

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

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

Dated this 21st day of April 1942.

(Signature) A. Shikase

J. T. Williams

Witness

FOR DEPARTMENTAL USE

erdale Rd.
Section 9

BC

per year

Jansen,

es, 2 1/2 acres

Received

FIXTURES,
EFFECTS:

Custody

ne

EST IN, OR

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: **Hironori Shikaze**

Registration No. **13353**

2. Claimant's address at the time of his evacuation from the protected area:
Box 312, Mission City, B.C.

3. Claimant's present address: **c/o Broder Farm, Lethbridge, Alta.**

4. Claim relating to real property:

(a) Street address of real property: **Matsqui, B.C.**

(b) Legal description of property:

**Lot 5 and Part Lot 1, Sec. 9, Township 17, District 410
Map 2662.**

EXHIBIT No. 747-5
DATE October 4/48
FILED BY G. E. G. Rice

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

Farm land rented from Mr. C. R. Crist, Matsqui, B.C.

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

Agreement papers.

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

(I) Land—	\$		
(II) Buildings—	\$	-----	\$ 509.00
Market value of crop			2650.00
Rhubarb roots at B. Love, Dewedney, B.C.			157.50
Fertilizer and Labour			75.00
			<u>\$ 3391.50</u>

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

\$ 3391.50

5. Claims relating to personal property, etc.

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

No personal belongings.

- (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:

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

(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:

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

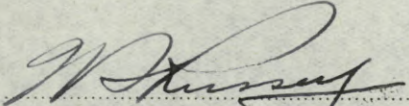
6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

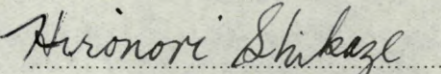
7. An Interpreter will not be required.

DATED this

20th
12th

day of Nov.
1947 A.D. 1947.


.....
Witness to Signature of Claimant.


.....
Signature of Claimant.

STATUTORY DECLARATION

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

I, Hironori Shikaze
(Full Name of Claimant)

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

of Lethbridge, Alta. Farm Labour
(Present Address) (Occupation)

appointed to inquire into and report upon
the claims of persons of the Japanese Race
under said Order-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 the following:

No.

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 Lethbridge
in the Province of Alberta,
this 20th day of November
A.D. 1947.

Hironori Shikaze

[Signature]
A Commissioner for Oaths in and for
the Province of Alberta.

VIRTUE & RUSSELL
Barristers & Solicitors
Lethbridge, Alberta.

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 _____

A.D. 1947.

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

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

PERSONAL PROPERTY SUMMARY

File No. 5456

10th December, 1947.

Re: Gilbert Hironori SHIKAZE - Regn. No. 13353

CHATELS: The above Japanese registered with this office on the 21st April, 1942, and at that time did not declare having any chattels, but on the 10th May, 1943, on being told of the termination of his lease, SHIKAZE advised us that he had left 6 stoves, scale and wheelbarrow, as well as packing sheds and bunk houses on skids so that they could be removed from the property. Our fieldmen looked into this matter (See Carlsen's report of 27th May, 1943) and interviewed Mr. Crist Shikaze's Lessor, who stated that there were only 2 stoves, one of which he had sold for \$5.00, and the other a small cheap stove which was stored in his garage. Mr. Crist purchased this latter stove for \$3.00, and remitted the sum of \$8.00 to this office for the two stoves. It was also found that Mr. Crist had sold the property including all buildings. These buildings, Mr. Carlsen reported, were two, one 8' x 10' and the other 10' x 22' of negligible value. Mr. SHIKAZE was advised of this 5th June, 1943. We were unable to contact Mr. Janzen who had sub-leased from SHIKAZE, in order to find out what had become of the other chattels.

On the 12th September, 1944, we received a letter from Miss Ann Shimek, Hatzic, B.C. asking permission to ship to SHIKAZE, a clothes cupboard, washing machine and sewing machine. We had no previous knowledge of these goods, but permission was given to the Shimeks to ship these chattels.

SPECIFIED ARTICLES: SHIKAZE declared a 1941 3 ton Maple Leaf truck. This was turned over to the Pacific Co-operative Union, as according to a letter dated 4th February, 1942, SHIKAZE had agreed to sell this truck to the P.C.U. at a price set by Geo. Mussallem, Car dealer.

The truck was sold for the net sum of \$1791.08, against which \$391.08 was paid to the Finance Company, and \$50.00 deducted by the P.C.U. to cover SHIKAZE's debit with them, and the balance of \$1350.00 was remitted to SHIKAZE direct.

ACCOUNTS RECEIVABLE: SHIKAZE had sub leased the property leased by him from Crist to J.G. Janzen, part payment for which to SHIKAZE had been in the form of a post dated cheque for \$500.00 from the Pacific Co-operative Union. Collection of this cheque was made on the 22nd February, 1943.

In order that the Lease with Crist could be terminated, and as sub lessee, Janzen, could not be found, (See R.P. Summary) SHIKAZE and Miyoshi KARIATSUMARI were liable for the 1942 rental of \$450.00 (\$200.00 Shikaze's share and \$250.00 Kariatsumari's share), but KARIATSUMARI had no funds in his account at this office, and the entire amount was paid from SHIKAZE's account. As we have been unable to make collection from JANZEN, KARIATSUMARI owes \$250.00 to SHIKAZE, and this claim is registered on his file against him. There are still insufficient funds in KARIATSUMARI's account to make settlement of his debts, but when any distribution is made SHIKAZE will receive his share.

BONDS & INVESTMENTS: SHIKAZE did not declare having any investments at the time of registering, but on the 9th August, 1947, he forwarded a Riversyde Lumber Co. certificate for 254 shares to this office, for collection. This Company is being liquidated by Messrs. Hamilton Reade and Paterson, but no funds have as yet been received. The Certificate is being held in safe keeping on SHIKAZE's behalf.

BANK ACCOUNT: SHIKAZE declared a bank account at the Bank of Commerce, but this was not brought under control by the Custodian.

EXHIBIT No. 747-6
DATE October 4/48
FILED BY C. R. A. Rice

PERSONAL PROPERTY SUMMARY (Cont'd)

- 2 -

File No. 5456

10th Dec. 1947.

LIFE INSURANCE: SHIKAZE also declared having two \$1000.00 Sun Life Insurance policies, and a Manufacturers Life policy. On the 20th September, 1943, SHIKAZE wrote to this office asking that premiums be paid on these policies, but as his credit balance was only \$58.00, this office divided the money, paying \$28.00 to the Sun Life and \$30.00 to the Manufacturers Life, in partial payment of the premiums. SHIKAZE was advised, and no further payments have been made and the policies were not brought under control by the Custodian.

This file reveals no other personal property assets.

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

..... *H. Allan*

HA

REAL PROPERTY SUMMARY

File No. 5456

10th December, 1947.

Re: Gilbert Hironori SHIKAZE - Regn. No. 13353

Part of Lot 5 and part Lot 1, Section 9, Tp. 17, D.L. 410, Map 2662, Mun. of Matsqui.

SHIKAZE did not own any real property, but was leasing property together with Miyoshi KARIATSUMARI from a Mr. C.R. Crist of Mission, for the sum of \$400.00 a year. Lease to expire 1st April, 1945. (Copy of lease on file under date of August, 1942) KARIATSUMARI was also liable to Crist for \$50.00 a year for rent of house.

SHIKAZE and KARIATSUMARI had sub leased the property (without authority) to Mr. Jacob G. Janzen on the 11th April, 1942 to 31st Mar. 1943. An extract from this sub lease is on file, which states that \$2000.00 was paid, and that Janzen was responsible for the payment of \$400.00 rent to Crist, and \$50.00 for use of house; \$260.00 for purchase of 4 acres of rhubarb owned by R. Hashimoto and K. Matsui, and \$100.00 to KARIATSUMARI for 1 horse and all tools on premises.

On the 21st November, 1942, Mr. Crist wrote to this office stating that the \$400.00 rent for 1942 had not been paid and the place had been badly neglected. The two Japanese were written to 24th Nov. 1942, and again 28th Dec. but no reply from either received. A wire was sent to KARIATSUMARI 10th Feb. 1943, to which he replied 15th Feb. that the rent should have been paid by Mr. Janzen. We were unable to contact Mr. Janzen. Our Mr. Ure contacted the Pacific Co-operative Union (See lr. of 3rd Mar. 1943) in regard to Janzen's part of the contract, and found that the P.C.U. had charged Janzen with \$2000.00 (this included the post dated \$500.00 cheque in favour of SHIKAZE mentioned in Personal Ppty. Summary), for rental, \$200.00 for purchase rhubarb from R. Hashimoto & K. Matsui, and \$100.00 to KARIATSUMARI for horse and tools, but had not not deducted the \$450.00 due Mr. Crist. Janzen's account at the P.C.U. showed that he had finished up the 1942 season with a debit balance of \$466.98.

Mr. Ure interviewed Mr. Crist, who was anxious to terminate the lease so that he could put a satisfactory tenant on the property, and was pressing for payment of his rent. As no collection could be made from Mr. Janzen, the two Japanese were liable, but Miyoshi KARIATSUMARI, who was responsible for \$250.00 of the \$450.00, had no funds at this office with which to make any settlement, and the \$450.00 was charged to SHIKAZE's account at this office. The two Japanese were advised of this 10th March, 1943.

SHIKAZE has not yet received payment of the \$250.00 owing to him by Miyoshi KARIATSUMARI.

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

HA

.....
J. Allan

CLAIM

Buildings \$509.00

These buildings were not declared by SHIKAZE when he registered with this office in 1942, and the first knowledge the Custodian had of them was when he wrote on the 10th May, 1943, (after being advised of the termination of his lease) stating that he had used 20,000 ft. of lumber and shakes in building packing sheds and bunk houses on skids so that they could be removed from the property. This property he was leasing, together with another Japanese, Miyoshi KARIATSUMARI, from a Mr. C.R. Crist, and the lease had been terminated with Mr. Crist, 15th Mar. 1943, by the Custodian, as the two Japanese had sub-leased the property without authority, and the sub lessee had failed to pay the \$450.00 rental due Mr. Crist for 1942.

Mr. Carlsen, our fieldman, visited the property and reported to this office 27th May, 1943, that these buildings were "greatly exaggerated". They consisted of two, 8' x 10' and 10' x 22' and were of negligible value. He also stated in this report that Mr. Crist had sold the property including all buildings, and in view of the fact that the Custodian had given Mr. Crist a complete release of the entire property, and Title had now passed to a third party, the Custodian had no recourse against Mr. Crist.

\$2650.00 for market
value of crop.

Mr. Shikaze together with the previously mentioned KARIATSUMARI had sub-leased the property without authority to a Mr. J.G. Janzen for \$2000.00, of which SHIKAZE's share was \$1000.00, and \$500.00 of which had been received direct and \$500.00 was collected by this office 23rd Feb. 1943, through the Pacific Co-operative Union.

Unfortunately this sub-tenant proved to be a most unsatisfactory choice, as part of his contract was to pay the \$450.00 rental to Mr. Crist and which he failed to do, and he apparently finished the 1942 season with a debit balance of \$466.98 at the Pacific Co-operative Union.

We were unable to contact Mr. Janzen to collect the \$450.00 and in order to terminate the lease of the two Japanese with Mr. Crist and to relieve them of any further liability, the Custodian charged SHIKAZE's account at this office with the \$450.00 as KARIATSUMARI had no funds here with which to make any settlement at the time. Mr. KARIATSUMARI is indebted to SHIKAZE in the amount of \$250.00 and this is noted on his file.

Rhubarb Roots at
B.Love,Dewdney, \$157.50
Fertilizer & labour
\$75.00

According to information received February 2, 1942, SHIKAZE had purchased rhubarb roots from B.Love of Dewdney, at \$113.75, and as SHIKAZE's contract was apparently not carried out, it would appear that all payments would be forfeited.

(See Mr. Love's letter of Dec. 18/47.)