Name of Claimant TSUIJI, Juichi Shigeichi Case 798

Custodian File 5581

REAL PROPERTY											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% there-of	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	
					343.		209.13				209.13

PERSONAL PROPERTY								
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 & Not Found & Recorded Now Missing	45% of amount in next preceding column	

NETS						
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	

MISCELLANEOUS CHATTELS								
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	
			46%	40.00	18.40			18.40

TOTAL RECOMMENDATION	227.53

CASE NO. 798.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,

October 15th, 1948.

IN THE MATTER OF THE CLAIM OF

SHIGEICHI TSUJI.

PROCEEDINGS AT HEARING.

Original

CASE NO. 798.

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

JAPANESE PROPERTY CLAIMS COMMISSION.

B E F O R E

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

10 Lethbridge, Alberta,
October 15th, 1948.

IN THE MATTER OF THE CLAIM OF
SHIGEICHI TSUJI.

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

THE SECRETARY: Case No. 798, Shigeichi Tsuji.

SHIGEICHI TSUJI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Can you speak enough English to go on with? Not much? All right. Before you were evacuated you lived at Mission City, British Columbia?

A Yes.

10 Q How large a place was Mission City then, how many people? A: I can't remember, but quite a big place.

Q Quite a big place? A: In the Fraser Valley.

Q In the Fraser Valley. How far from New Westminster?

A I think about -- it is forty-two miles from Vancouver; it must be about forty from New Westminster.

Q You had five acres of land there, had you?

A Yes.

Q And you bought it in September, 1937?

20 A Yes.

Q Do you remember what you paid for it when you bought it? A: $225.00.

Q It was all uncleared land, just bushland when you bought it, no buildings? A: Yes.

Q Now, you cleared two and a half acres and you put two acres in strawberries? A: Yes.

Q That cost you $625.00? A: Yes.

Q And then you put on a small house and a packing shed, which cost you $750.00. Did you put on a

30 house that cost you $600.00 and a packing shed

that cost you $150.00, about?

MR. RICE: Let him tell what he put on, and let us have some real evidence.

A Yes, that is right.

MR. VIRTUE: Q: So the whole place cost you about $1600.00? A: Yes, that is my estimate.

Q That is your estimate? A: Yes.

Q But you valued it at the time that you were evacuated at $1300.00? A: Yes.

10

Q What do you think about that price, $1300.00, at the time you were evacuated? Do you think it was high or low or a fair price? A: No, in my estimation it is a fair value.

Q Now, do you know that the Custodian sold that farm for $343.00? A: Yes, I heard that.

Q What do you think about that price?

A Well, having bought the place and cleared it and built buildings on it and improved it generally, I think it is a very unfair amount.

20

Q Now, you are also claiming for a high oven stove?

A Yes.

Q Did you leave that stove behind when you were evacuated? A: Yes, I left it in the house.

Q And you claim that you paid $40.00 for it in 1941? A: I think it was $50.00.

Q You think $50.00. Well, we will have to correct that. And you bought it in what year?

30

A In 1941.

Q And youvalued it when you left it at $40.00?

A Well, I put it down as $10.00 depreciation, making it $40.00.

Q Now, is this form that I have gone over with you a true statement of your property and of your loss?

A Yes, it is all true.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: I show you an agreement dated the 24th of September, 1937, from Emma Adeline Stallard in your favour covering this land for the price of $225.00. Is that the person from whom you bought the land, and is that the agreement that was signed by her and you? A: Yes, that is correct.

(AGREEMENT MARKEDEXHIBIT NO. 2).

MR. VIRTUE: Q: Now, on the 20th of April, 1942, before you were evacuated, did you lease this land to a man named Paul Adank? A: Yes.

Q For $250.00? A: Yes.

Q And is that your signature and his signature?

A Yes.

Q And in the lease you state that you were leaving the range in his care, the high oven range?

A Yes.

(LEASE MARKED EXHIBIT NO. 3).

MR. VIRTUE: 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 that the stove claimed for was turned over to a person other than the Custodian

and the Custodian is not responsible for the same. And I am further submitting that if the Custodian is responsible in any manner for the stove, the claim made to the same is exorbitant.

I submit the following documents as exhibits in the claim: Farm appraisal report.

(APPRAISAL REPORT MARKED EXHIBIT NO. 4).

MR. RICE: Two summaries respecting the real property.

(Summaries marked Exhibit No. 5).

10 MR. RICE: And a summary respecting the stove.

(SUMMARY MA RKED EXHIBIT NO. 6).

MR. VIRTUE: That was a personal property summary, was it?

MR. RICE: Yes, that was for the stove.

CROSS EXAMINATION BY MR. RICE:

Q Do you know how much you paid for that stove?

A $50.00.

Q Why was it you had to bungle up your claim here

20 with just one item and say that you paid $40.00 for it? A: Well, that must have been a mistake. It still was practically new. The manager bought a new electric stove and he sold that to me at a very low price.

Q Oh, it was a secondhand stove when you bought it, was it? A: Yes.

Q What manager was it? A: It was Mr. Harry Beach, the manager of the United Farmers Jam Factory.

30 Q Have you given evidence here before in any of these

claims? A: I have been here twice before.

Q Twice before? A: Yes.

Q Did you have another claim? A: On behalf of my father.

Q What is your father's name? A: Kamejiro Tsuji.

Q Who is Tsuneichi Tsuji? A: He was my older brother.

Q Did you have any property with your older
10 brother that you claimed for?

A Yes, we had twenty acres between us.

Q That is another parcel of land entirely, is it?

A Yes, they are quite different.

MR. RICE: For the purpose of the record, your Honour, I point out that on August 31st, 1948, Mr. Turcotte's list No. T-42, there was a claim for $550.00 for real estate.

Q Is that the claim that you and your brother had for real estate on the twenty acres, $550.00?

20 A Yes, I think it must be. I am not quite certain, but my brother went East and left the matter to me.

THE SUB-COMMISSIONER: It was heard on the 31st of August?

MR. RICE: That is my record, on the 31st of August.

Q Can you explain why this land would only be assessed at $260.00 when you value it five times that amount?

A The land was all bush when I bought it and, of course, I had to clear it, which incurred quite a big expense, and any land that has had bush on it
30 has usually a very good soil and, therefore, I

consider that it is not an over-estimate at all.

Q And you are considering that the assessor was away wrong in the assessment that he made on the property?

MR. VIRTUE: That is not a correct question. There is no evidence that the land was assessed at its full value or any other value, and there will be a great deal of expert evidence later on that the assessments were not at the full value.

10 MR. RICE: Q: My information is that the assessment was put at $260.00 on this property; do you think because it was cleared that it is worth today five times that amount?

MR. VIRTUE: If my learned friend wants to make an expert on assessment of this witness, it is quite all right.

MR. RICE: If it bothers my learned friend to have him answer the question, all right.

THE SUB-COMMISSIONER: His answer could very well be,

20 "I do not agree with it."

MR. RICE: He won't answer it?

MR.VIRTUE: I would certainly hope he wouldn't. And although I have been connected with them, I wouldn't attempt to explain the assessment policies of the City of Lethbridge, although I disagree with them very severely, as a matter of fact.

THE SUB-COMMISSIONER: Did you say Lethbridge or Edmonton?

MR. VIRTUE: Lethbridge.

MR. RICE: That is all.

30 MR. VIRTUE: I want to call attention to the farm

appraisal report. The nearest railpoint, "C.P.R. Mission 2½ miles." The market town at Mission, two and a half miles. Churches and schools, two and a half miles. "Roads: Fair gravel road open year round. Steep hill where it enters Silverdale road." "Soil on this five acres is excellent;" then he goes over to the land which he values at $50.00 an acre, the level land; and the fairly level land he only valued at $20.00 an acre.

10 And over on the back page -- perhaps, before that. Valuing this land at $50.00 and $20.00 an acre, yet he gives the reclamation cost of $125.00 an acre. On the back page he gives the cost of buildings, or at least, no cost of, but with regard to the present value of the buildings he gives it as $360.00, and this is the property bought just a few months before evacuation for $225.00, cleared, planted, and with buildings which the appraiser says were worth $360.00, and it sells for $343.00.

20 MR. RICE: And assessed at $260.00.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certifythe foreging transcript to be a true and accurate record of the proceedings herein.

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

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

R.M.Lamanson
SUB-COMMISSIONER.

30

ACKNOWLEDGED File 5581 Case No. 798.

NOV 24 1947

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:

   SHIGEICHI TSUJI

   Registration No.

   13345

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

   Nelson Road, Mission City, British Columbia

3. Claimant's present address:

   c/o Bill Holtman, Taber, Alberta

4. Claim relating to real property:

   (a) Street address of real property:

   Nelson Road, Mission City, British Columbia

   (b) Legal description of property:

   Municipality of Mission, Block "B" of the East Half of the North West Quarter of Section Nineteen (19) Township Seventeen (17), Map 1966 District of New Westminster C. of T. 12235 I. E.

VIRTUE & RUSSELL, Barristers, Lethbridge.

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

5 acre Berry farm, 2 acres cleared and cultivated, ½ acre in pasture, containing house 14' x 30', packing house 14' X 24'

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

Purchaser under Agreement for Sale. Balance owing at time of evacuation $55.00. Vendor E. A. Statlard, Vancouver, B. C.

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

(I) Land— $ 800.00

(II) Buildings— $ House 400.00

Packing Hse. 100.00

$1300.00

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

$ 957.00

5. Claims relating to personal property, etc.

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

in above premises

(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 house

(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:

One #9 Jubilee High Oven Stove $40.00

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

$40.00

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

7. An Interpreter will.....be required.

DATED this 21st day of ~~October~~ November, A.D. 1947.

Edwin Lingelbach
Witness to Signature of Claimant.

Shigeichi Tsuji
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

I, Shigeichi Tsuji
(Full Name of Claimant)

of c/o Bill Holtman, Taber, Alberta
(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:

Nil

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 21st day of November
A.D. 1947.

Shigeichi Tsuji

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

VIRTUE & RUSSELL, Barristers, Lethbridge.

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 Chapted 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.

Proof of Claim

SHIGEICHI TSUJI

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 140

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Shigeichi TSUJI

2. Registration Number: 13345

EXHIBIT No. 798-1
DATE October 15/48
FILED BY A.G. Pirie

3. Present Address: c/o Bill Holtman, Taber, Alberta

4. Address Prior To Evacuation: Nelson Road, 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)

Block "B", East Half of North Quarter, Section 19, Township 17, Map 1966, Municipality of Mission in the District of New Westminster.

(a) Nearest Post Office adjacent to land. Mission City

(b) Number of acres: 5

(c) When purchased: September 24th, 1937

(d) Condition when purchased: Give improvements and values in detail as of date of purchase)

Uncleared

No Buildings

(e) Purchase Price ..... $ 225.00

6. IMPROVEMENTS:

(a)	Clearing 2½ acres at $ 200.00 per acre	$ 500.00	
(b)	Fencing	$	
(d)	Drainage)	$	
(c)	Tillage	$	
(e)	Weed Eradication	$	
(f)	Planting 2 acres strawberries	$ 125.00	
(g)		$	
(h)		$	
	Total	$ 625.00	$ 625.00
	Carried Forward	$	$ ~~250.00~~ 850.00

Brought forward $ ~~950.00~~ 850.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
			$	$	$
House	14 x 30	1938	400.00	200.00	600.00
Packing shed	14 x 24	1938	100.00	50.00	150.00

Total Cost of Buildings 750.00 750.00

Total Cost of Land and All Improvements ..... $ 1600.00

Fair Market Value ...Buildings $500.00 Land $800.00..... $ 1300.00

Sold by Custodian for ..... $ 343.00

Loss Claimed on Parcel 1 ..... $ 957.00

8. Assessment for 1942:

Land ..... $ 160.00

Improvements .... $ 100.00

Total ..... $ 260.00

9. Appraisal or Valuation (by Custodian):

Lands	$	125.70
Improvements	$	360.00
Total	$	485.70

10. Rental Value per Year: $

11. Fire Insurance on Buildings:
(List amount on each building):

NIL $

$

$

$

12. Documents in Support:

(a) Photographs:

(b) Deeds

(c) Agreements to Purchase Emma Adelene Statlard to Shigeichi Tsuji

(d) Leases

(e) Insurance Policies

(f) Correspondence

(g)

(h)

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 .....$ 957.00

Parcel 2 .....$

Parcel 3 .....$

Parcel 4 .....$

TOTAL: $ 957.00

PERSONAL PROPERTY:

Item	Year Purchased	Price Paid $	Value $	Remarks
One #9 Jubilee High Oven Stove	1941	40.00	40.00	

(Add additional page if necessary)
(If claim for vessel describe on separate sheet numbered 6A)

PAYMENTS RECEIVED FROM CUSTODIAN ON PERSONAL PROPERTY

Item:	Year:	Month:	Amount.

Total: $ NIL

Total Claim for Personal Property ..... $ 40.00

Deduct Payments from Custodian ..... $ NIL

Net Loss on Personal Property ..... $ 40.00

I Certify the above to be True and Correct.

....

Witness Signature of Claimant.

Articles of Agreement

EXHIBIT No. 798-2
DATE October 15/48
FILED BY A. G. Virtue

made in duplicate the 24th day of September in the year of our Lord one thousand nine hundred and thirty-seven

Between

EMMA ADELINE STALLARD, Spinster, of Suite 14, 423 Hamilton Street in the City of Vancouver and Province of British Columbia

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

AND

SHIGEICHI TSUJI of Mission City in the District of New Westminster and Province aforesaid, fruit grower,

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

The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and from the Vendor the land, hereinafter mentioned, that is to say: ALL AND SINGULAR the certain parcel or tract of land and premises situate in the Municipality of Mission and District of New Westminster and Province of British Columbia, and more particularly known and described as ~~lot~~

~~xx~~ Block numbered "B" of the East half (E.½) of the Northwest quarter(NW¼) of Section nineteen (19) in Township seventeen (17)

~~xxxxxxxxxx~~ ~~xxxxxxxxxxxx~~

Group One (1), New Westminster District according to the registered map of the said sub-division deposited in the Land Registry Office, at the City of New Westminster in the said Province and numbered 1966

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum of Two hundred and twenty-five Dollars ($ 225.00) of lawful money of Canada payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of

------Fifty--------- Dollars ($ 50.00)

on the execution of this agreement (the receipt whereof is hereby acknowledged by the Vendor), and the balance as follows: On the 31st day of August, 1938

TOGETHER with interest on the monies from time to time owing under this Agreement at the rate of Five per cent. (5 %) per annum, payable on the 31st August, 1938.

ALWAYS PROVIDED, HOWEVER, that the Purchaser may at any time within the above mentioned period pay the balance of the purchase price and the interest thereon to the date of such payment.

IT IS HEREBY FURTHER AGREED by the parties hereto, in the manner following, that is to say: The Purchaser COVENANTS to and with the Vendor that he shall well and truly pay to the Vendor, the sums of money above mentioned, together with the interest thereon at the rate as aforesaid, both before and after maturity, on the day and times in manner above mentioned.

AND also shall pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, and all instalments of principal and interest of local improvement taxes and assessments now rated and charged, or hereafter rated and charged, against the said lands, including proportion of this year's taxes and charges from date of this agreement.

AND will insure and keep insured in the name of the Vendor any buildings which may be on said lands at this date, in a Company to be approved by the Vendor, to their full insurable value.

AND will pay the Vendor all sums of money that may be paid by him for insurance premiums in respect of fire insurance on buildings on said premises during the currency of this agreement and the Vendor shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this agreement at the rate of Seven per cent. per annum from the date of each payment.
AND it is further agreed that in the event of such insurance being paid as satisfaction for loss, the Vendor, upon receiving such insurance shall treat the same as a payment on the property which shall be credited to the Purchaser on this agreement, and will pay or cause to be paid to the Purchaser that part of such insurance remaining after retaining only sufficient to satisfy the Vendor's claims under this agreement.

IN CONSIDERATION WHEREOF, and on payment of the said sums of money, with interest thereon as aforesaid, the Vendor COVENANTS with the Purchaser, to convey and assure, or cause to be conveyed and assured to the Purchaser, by a good and sufficient Deed in fee simple ALL the said piece or parcel of land above described, together with the appurtenances thereunto belonging or appertaining freed and discharged from all incumbrances, except rates, taxes and assessments from and after this date, and instalments of local improvement taxes and assessments, but subject to the conditions and reservations in the original grant thereof from the Crown, and such Deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, and the Vendor will assign to the Purchaser any Insurance Policies then not matured on said buildings.

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

AND it is expressly agreed that time is to be considered the essence of this agreement, and unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may give to the Purchaser thirty days' notice in writing demanding payment thereof, and in case any such default shall continue, these presents shall at the expiration of such notice be null and void and of no effect, and the Vendor shall be at liberty to re-possess, re-sell and convey the said lands to any purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the Vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently given if delivered to the Purchaser or mailed under registered cover, addressed to the Purchaser at the address mentioned on the reverse side of this sheet. No delay on the part of the Vendor in enforcing the said forfeiture shall be a waiver of same.

THE PURCHASER shall examine the title at his own expense.

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

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

IN THE EVENT of this agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of a satisfactory declaration that such default has occurred and is then continuing at the date of such production.

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

Signed and Sealed
BY VENDOR IN THE PRESENCE OF
Mary Turner
423 Hamilton St.
Vancouver, B.C.
Stenographer

Signed and Sealed
BY PURCHASER IN THE PRESENCE OF
Mary Turner
423 Hamilton St.
Vancouver, B.C.
Stenographer

E. A. Stallard
by his attorney
H Macgill

Shigeichi Tsuji

FOR MAKER OF

I HEREBY CERTIFY that , personally known to me, appeared before me, and having been duly sworn by me, acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party thereto, that he knows the contents thereof, and that he executed the same voluntarily, and is 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.

ASSIGNMENT OF AGREEMENT

made this day of 191

BETWEEN the within named Purchaser, hereinafter called

the Assignor, AND

hereinafter called the Assignee.

THIS INDENTURE WITNESSETH that in consideration of the sum of
Dollars ($) now paid to the Assignor, (the receipt whereof is hereby by him acknowledged) the Assignor doth hereby assign and transfer unto the Assignee, his heirs and assigns, all his rights, title, interests and claims in and to the within described premises, and in and to the within written agreement, AND the Assignee hereby COVENANTS with the Assignor that he will ASSUME, PAY and DISCHARGE all moneys due and to become due under this Agreement, viz.:
and will INDEMNIFY and SAVE HARMLESS the Assignor against and from the payment of the same or any part thereof, and will observe, keep and perform all the terms, covenants and conditions in said Agreement contained, and by the Assignor therein agreed to be observed, kept and performed.

IN WITNESS WHEREOF the said parties hereunto have set their Hands and Seals

Signed, Sealed and Delivered
in the presence of

Assignor.

Assignee.

FOR WITNESS OF

I HEREBY CERTIFY that
personally known to me, appeared before me, and acknowledged to me that
is the person whose name is subscribed to the annexed Instrument as witness, and that he is of the age of sixteen years, and having been duly sworn by me, did prove to me that
being of the full age of twenty-one years, did execute the same in his presence voluntarily.

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.

Dated 24th September 1937

EMMA ADELINE STALLARD

AND

SHIGEICHI TSUJI

AGREEMENT

FOR THE SALE OF LAND

Lot _____

Block _____

Dist. Lot _____

J. H. MacGill
Barrister & Solicitor
423 Hamilton St.
Vancouver, B. C.

RAVEY & JOHNSON, Printers

Date Paid	Principal	Interest	Paid to

FOR MARRIED WOMAN

I HEREBY CERTIFY that , personally known to me to be the wife of , appeared before me, and being first made acquainted with the contents of the annexed Instrument, and the nature and effect thereof, acknowledged on examination, and apart from and out of hearing of her said husband, that she is the person mentioned in such Instrument as the maker thereof, and whose name is subscribed thereto as party; that she knows the contents and understands the nature and effect thereof; that she executed the same voluntarily without fear or compulsion or undue influence of her said husband, and that she is of full age and competent understanding, and does not wish to retract the execution of the said Instrument.

IN TESTIMONY WHEREOF, I have hereto 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 acknowledgement is not personally known to the officer taking the same, instead of the words "personally known to me" insert the words "proved by the evidence on oath (or affirmation) of E. F."

S.S-81

FARM LEASE

THIS INDENTURE made in duplicate the 20th day of April A.D., 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:- JUICHI TSUJI of Mission City

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

Of the First Part

EXHIBIT No. 798-3
DATE October 15/48
FILED BY A. G. Virtue

- and -

PAUL ADANK 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 of Mission in the District of New Westminster and Province of British Columbia, more particularly described as:

Block "B" of the East half of the North West quarter

Section nineteen (19) Township Seventeen (17)

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 THEREFOR, for the said term hereby granted, unto the Lessor the sum of Two hundred and Fifty 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 anp 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 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:-

Two (2) acres of strawberries

One (1) acre of raspberries

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.

IT is understood and agreed that the Lessor is leaving in the care and custody of the Lessee one No.9 Jubilee High Oven kitchen range.

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

Signed, Sealed and Delivered by
JUICHI TSUJI and PAUL ADANK
in the presence of

M M Fletcher

J. Tsuji

P. Adank.

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say:-

1. That I was personally present and did see JUICHI TSUJI and PAUL ADANK the parties thereto, duly sign and execute the within instrument, for the purposes therein named.

2. That the said instrument was executed at Mission City aforesaid.

3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.

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

Sworn before me at Mission City in
the Province of British Columbia
this twentieth day of April
A. D. 194 2.

A Commissioner for taking affidavits
within British Columbia.

M M Fletcher.

DATED 20th day of April A.D. 1942.

JUICHI TSUJI

TO

PAUL ADANK

FARM LEASE

JAMES M. CAMPBELL
Barrister - Solicitor
MISSION - - B. C.

BC-693-P

VETERANS' LAND ACT

FARM APPRAISAL REPORT

R.O. New Westminster

R.O. File Gen. 28

D.O. 28-919

D.O. File R 919

~~Veteran's~~ Japanese Name Shigeichi TSUJI

Legal land description Blk. "B" of the E.½ of N.W.¼ of Sec. 19 Tp. 17, Map 1966 Municipality of Mission, N.W.D. Acreage 5.01

Vendor's Name ..... Address .....

Municipality, Township or Parish Mission County New Westminster

Nearest rail point C.P.R. Mission 2½ Miles. N.S.E.W.; Market Town Mission 2½ Miles.

Predominating nationality British Religion Protestant Nearest churches, denominations and distances All denominations, Mission Schools: Public 2½ Miles; High 2½ Miles

Employment opportunities Very small, near home. Mission offers some town jobs, a mile away berry picking is available. 6 or 7 miles away bush work is available.

How did you identify this property? N.W. corner stake of lot A immediately north of this and paced to corner.

Roads: Has property access to main road; kind of road and condition. Is road open in winter? Fair gravel road open year round. Steep hill where it enters Silverdale road.

Is farm average, above or below average and why? Belwo average on account of small cleared acreage and small total acreage. I understand this Jap operated 20 acres just north with a patch of raspberries on it, now with Pacific Co-op. Union Trespass sign on it. Soil on this 5 acres is excellent. Buildings poor.

5581

Fencing, kind and condition No fencing.

Establish ownership line fences by confirming with neighbours No fences

Water supply (give details) No. well. Creek down steep hill on lot C, just south. This is very awkward, however water obtainable at various depths on this bench but might have to go 40'.

Drainage (natural or tile). Is it adequate? Lie of land with steep bill to south offers good natural drainage.

Fertility and Tillage (describe) Fertility by growth of weeds appear very good. No tillage this year.

Weeds (names and extent) No noxious weeds. Lots of smartweed.

Average yield per acre (hay and grain) Unknown. Fruit yield has been good.

State type of farming most suitable Small fruit or/and poultry.

EXHIBIT No. 798-4
DATE October 15/48
FILED BY Isa Rice

Quote any recent sales of farms in locality Municipality know of none.

How long has present owner held or operated farm? Purchased it 1941. Evidently in connection with a brother who owned 20 immediately north.

Describe rights or easements, if any Municipality know of none. They state for certain verification check at Registry Office should be made.

Is telephone or electricity installed or available None and not easily available.

State assessment $ Land $160.00 Improvements $100.00 State annual land and school taxes; give names of taxing authorities General $3.52, School $2.20

Detail other taxes or charges such as irrigation, dyking, drainage, ditch, etc. (and in Quebec—church); give names of taxing authorities none

Describe any special features (gravel pit, lake frontage, creeks or rivers, timber, entrance to farm from public road, etc.)

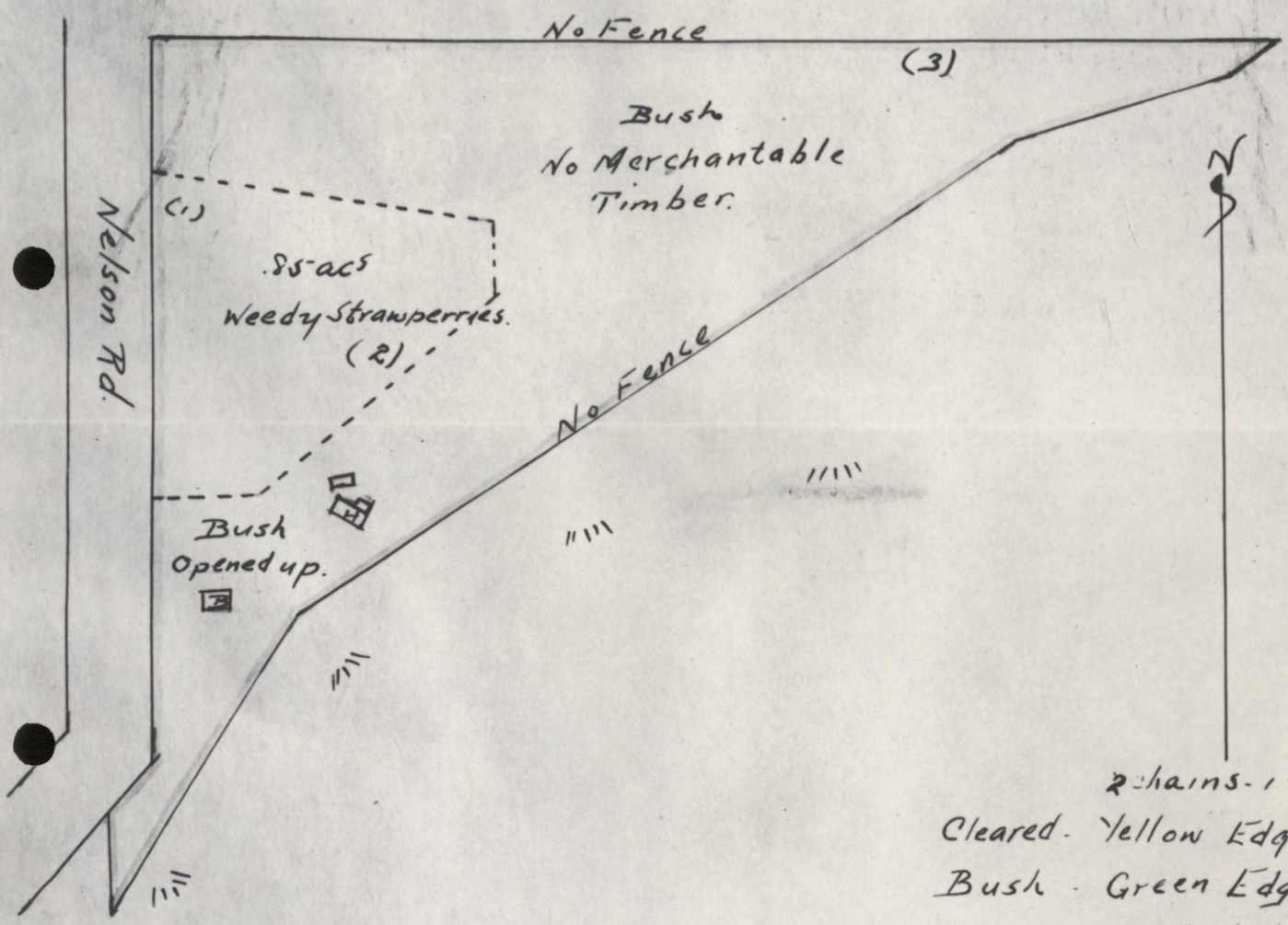
none

LAND VALUE AND CLASSIFICATION

Acres	CULTIVATED LAND					Value per acre $	Total value $
	Level, undulating rolling or hilly	Soil: kind, depth in inches	Kind of sub-soil	Kind and quality of crop			
.85	Level	6-9" Silty Loam	Light clay	Silt, Straws, good		50	42.50
	.85						
	AREA WHICH CAN BE CULTIVATED WITHOUT COST OTHER THAN FOR BREAKING						
	Level, undulating rolling or hilly	Soil: kind, depth in inches	Kind of sub-soil	State why not broken previously			
	AREA WHICH CAN BE CULTIVATED AFTER A REASONABLE AMOUNT OF CLEARING TIMBER, STONES, DRAINAGE, ETC.						
	Level, undulating rolling or hilly	Soil: kind, depth in inches	Kind of sub-soil	Nature of reclamation necessary	Reclamation cost per acre $		
4.16	Fairly level	As above	As above	Bush	125.00	20.00	83.20
	4.16 S.D. Ames						
	AREA UNSUITABLE FOR CULTIVATION						
	Character of land; e.g., hilly, swampy, rocky		Nature of timber, if any, and whether marketable				
5.01	Total acreage		Total value of land including fencing and water supply				125.70

Blk "B" of the S ½. of the N.W.¼. of Sec 19, Tp. 17, Map 1966, Mun. of Mission, N.W.D.

This sheet to be inserted on BC/693-P Page 3.



2 chains - 1 inch.

Cleared - Yellow Edge

Bush - Green Edge.

Soil Test Holes.

(1) Sandy Loam 9" on light Clay Silt.

(2) " " 8" " " " "

(3) Silty Loam 6" " " " "

Chilliwack, B.C.
Sept. 7, 1943

R K Ramsay

R.O. ..... R.O. File ..... D.O. ..... D.O. File .....

Land description Blk. B. of the E½ of the N.W.¼ of Sec. 19, Twp. 17, Ac 5.01
Map 1966

BUILDINGS: Particular care must be taken in examining and reporting on foundation, sills, roof, etc.

Buildings	Size	Height in feet	Material	Foundation	Roof: type and condition	Age of bldg.	State of repair of bldg.	Present value $
Frame House	14 x 28	11	1st Frame	C.P. on Stones	Shingle	5	Fair	280.
Barn	14 x 24	7	Frame	C.Posts	"	5	Fair	60.
Pack Shed	8 x 18	9	Frame	Posts	Board	5	Fair	20.
	x							
	x							
	x							
							Total value of buildings	360.00

State peculiar features of bldgs. if any Sgle. Board partitions, Tin chimney.

Are bldgs. painted? no Condition of paint ..... Describe needed repairs and approximate cost Serviceable as they stand but cheap construction.

Give word picture of house, inside and out, including heating and basement if any House is shiplap inside shake walls. 3 rooms, partitions single shiplap on 2x4's.

No. of rooms: downstairs 3 upstairs ..... How finished shiplap in

Describe chimneys Tin chimney Distance from nearest bush Adjacent Is there any fire hazard near bldgs.? bush What bldgs. have lightning rods? no

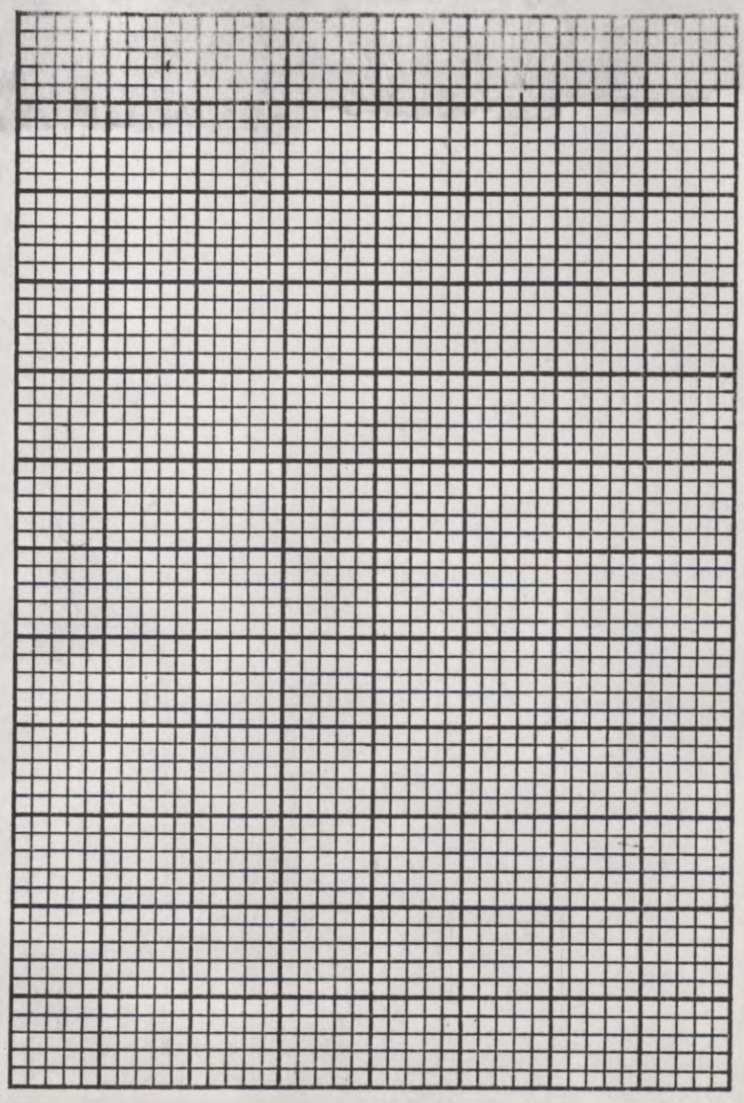
Is there hay fork, track, car and rope, in barn? no

Scale: ..... inches to a mile.
(Appraiser should fill in scale used in making diagram)

LEGEND

Cultivated area	- yellow outline
Cultivable after clearing and/or breaking	- green outline
Waste	- leave white
Steep slopes	-
High knolls	-
Fence: barbed wire	- x—x—x—x
Fence: woven wire	- o—o—o—o
Fence: rail, stump, etc.	- "—"—"—"—"—
Buildings: house	- H
barn	- B
granary, etc.	- G
Well	- ⊙
Soil test holes:	- (1)
	- (2)
	- (3) etc.
Trees:	- x x x x x x x x x x x x

Diagram in dist to be attached



Indicate north by arrow N ↑

SUMMARY OF VALUES

Value of land, including fences and water supply ..... $ 125.70

Value buildings add to land ..... $ 225.00

Value tree and bush fruits add to land ..... $

Total value of property ..... $ 350.70

Do you consider this property suitable for full time farming under the Veterans' Land Act? (If not, why)

No. Too small. Soil best suited to berries and poultry which is rather precarious and outside work is not close.

I certify that I have carefully inspected the property herein described, that it is the land covered by the legal description given and that all the buildings listed in the schedule are located on the property. Having regard to the nature and history of the farm it is my opinion that its value is $ 350.70

Date of inspection August 27th, 1943 Appraiser R. L. Ramsay.

We have considered the above appraisal and all available information regarding the property. In our opinion its sound value, under present conditions, is $.....

We consider this property (insert suitable or unsuitable)..... for the purposes of the Veterans' Land Act. We recommend that it be purchased within the following price range $..... to $.....

Remarks.....

Date..... 19..... Chairman, Regional Advisory Committee.....

(*Chairman and at least one member of Committee must sign this statement*) Member, Regional Advisory Committee.....

Member, Regional Advisory Committee.....

District Office review.....

Reviewing Officer.....

District Superintendent's decision Approved for purchase at $343.00.

Date Jan 18th 44 19..... District Superintendent J. T. Barnett

45

798 - 5

EXHIBIT No.

DATE Oct. 15/48

FILED BY G.E.A. Rice

REAL PROPERTY SUMMARY

JAPENESE NAME: Shigeichi TSUJI Reg. No. 13345 File No. 5581
Copy for File 4962

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act. 2nd Offer. BC/693 - P.

PROPERTY ADDRESS: R. R. 1, Nelson Road, Mission, B. C.

LEGAL DESCRIPTION: Block "B" of the East ½ of the North West ¼ of Section 19, Township 17, Map 1966, Mun. of Mission, N.W.D.

TITLE: In the name of Emma Adeline Stallard, Cert. of Title No.122351-E.

ENCUMBRANCES: Nil.

Vesting Order No. 25285 - 5th January 1943.

ASSESSED VALUE: 1942 - Land $160.00
Improvements $100.00 - Total $260.00.

CLASSIFICATION: The parcel has an area of 5.01 acres. The owner declared 2 acres in strawberries and ½ acre in pasture, with 3 room frame house 14x30' and a packing house 14 x 24'.

HISTORY OF ADMINISTRATION: Shigeichi TSUJI was holder of an unregistered Agreement of Sale dated 24th September 1937, from Emma Adeline Stallard, the purchase price being $225.00 with a cash payment of $50.00. Interest at 5% per annum On this contract as at 20th November 1942 there was an unpaid balance on principal of $55.00 and interest $20.84 as per letter A.R. Creagh 29th September 1942.

Juichi TSUJI leased the property on 20th April to Paul Adank for 10 months from 1st April 1942 at a rental of $250.00, paid to the Lessor. (On file is a notarial declaration by Juichi TSUJI that his correct name is Shigeichi TSUJI). The lease included livestock on the premises and the house, and the Lessee was to have the option of re-newing the lease for 1943 through the Pacific Co-Operative Union as agent for the Lessor. No Schedule of stock or implements is attached to lease.

Mr. Adank on 28th August 1942 informed W.E. Anderson that his lease included Block "A", adjoining and owned by Shigeichi TSUJI and his brother Tsuneichi, file 4962, and there are on file several ~~names~~ memos etc. which assume this to be a fact. The copy of the lease on file, however, does not include Block "A". The lease has been dealt with as covering both "A" and "B" in the distribution of the rental.

Mr. Adank also made claim of misrepresentation of area in crop by the Lessor~~s~~, the excess of area being 1.02 acres, equivalent to $85.00 of rental. He accepted an offer of 70% of this sum, $59.50 in full satisfaction of his claim. The claim being in respect to the strawberries on Block "B", it was regarded as a charge against the account of Shigeichi TSUJI, and a cheque for $59.50 was sent to the Pacific

Co-Operative Union as Adank's address was unknown. The Pacific Co-Operative Union gave a credit to that amount on a liability of Adank

In 1943 John Sterritt made application for a lease of Blocks "A" and "B" from March 31st to September 1st, 1943, at a rental of $68.00. There is no copy of this lease on file, but on the application is a notation that the lease was sent to the Soldier Settlement Board on 23rd July 1943. Of this rental $20.00 was apportioned to Block "B" and allowed as accrued rental. The balance, $48.00, was credited to the joint owners of Block "A", Tsuneichi TSUJI and Shigeichi TSUJI (files 4962 and 5581).

Shigeichi TSUJI'S interest was that of purchaser under an unregistered agreement of Sale dated 24th September 1937, of which a duplicate is on file. The amount owing as at 10th November 1944 was $83.10, which was paid 7th November 1944 to A.M. Whiteside, who obtained a conveyance dated 1st September 1938, from J.H. McGill, under power of attorney, to Shigeichi TSUJI, registered 13th September 1944, and transmitted to the Custodian on same date.

SOLD: To The Director, The Veterans' Land Act, as at 1st January 1943 for $343.00.
Approved by Advisory Committee - 1st June 1943.

FUNDS: Released to the credit of Shigeichi TSUJI - sale price $343.00; less Certificate of Encumbrance $1.00, taxes $20.35, interest on Agreement of Sale $28.10, drawing deed to S. TSUJI $5.00, legal fee $15.00, registration $3.00, principal owing on Agreement of Sale $55.00, total $127.45. Net amount released $215.55.

TITLE: Certificate of Title No. 178015 - E issued to The Director, The Veterans Land Act, and payment of consideration made to the Custodian by cheque dated 17th October 1944.

OLD TITLE: Certificate of Title No. 122351-E deposited in the Land Registry Office

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

DATED: March 17th, 1947. "Ian MacPherson"

IM:JS

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

December 6th, 1948. M. Steeves

Attached to Exhibit No. 798 - 5

File No. 5581

SUMMARY RELATIVE TO CLAIM OF
Shigeichi TSUJI - Regn. No. 13345
(Known also as Juichi TSUJI)

12th May, 1948.

REAL PROPERTY: Block "B" of E½ of NW¼, Sec. 19, Tp. 17, Map 1966, Municipality of Mission, D.N.W.

	Assessed Value	S.S. Bd. Appraisal	V.L.A. Purchase	Claimant's Valuation	
Land	$160.00	$125.70		$800.00	5.01acs.
Improvements	100.00	225.00		500.00	
	$260.00	$350.70	$343.00	$1300.00	
		Less Sale price		343.00	
		Amount claimed		$ 957.00	

Claimant values land at $160.00 per acre.

EXHIBIT No. 798 - 6

DATE October 15/48

FILED BY

G.E.A. Rice

File No. 5581 Shigeichi TSUJI - Regn. No. 13345 7th May, 1948.

Declaration Apr. 17/42 Evacuation Apr. 24/42	Inventory taken by I.C. Bardwell May 7/42	Details of Claim		No account Theft, etc.
One #9 Jubilee High oven stove for kitchen		1 #9 Jubilee High Oven stove	$40.00	$40.00

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

December 6/48. M. Steeves