

313

FORM "J"

POWELL ST., VANCOUVER, B.C.
**OFFICE OF THE CUSTODIAN
JAPANESE SECTION**

FILE NO. 313 C

To be completed by persons of the Japanese race having no property in any protected area.

NAME: SOKUGAWA, Yosokichi.HOME ADDRESS: 444, Carrall St., Vancouver, B.C.REGISTRATION No. 00254.SEX: Male AGE: 44MARRIED? No.OCCUPATION AND EMPLOYER: Prospector, Self.NAME OF WIFE OR HUSBAND: NoneADDRESS: None.NAMES OF LIVING CHILDREN: -- None.ADDRESS: None.ADDRESS: --ADDRESS: --

I certify that the above information is true and complete and state that I have no property of any kind whatsoever in any protected area in British Columbia.

Dated this 30th day of March 1942.

WITNESS:

(Signature)

Y. Sokugawa

INFORMATION FROM R.C.M.P.

Date Feb. 27/43

Our File No. 313

Full Name SOKUGAWA, Yosokichi
(Surname in Block Letters)

Registration No. 00254

☒ Male - Female
(check)

Age May 23/1896

Former Address 444 Carrall St. City

Date Evacuated July 25/42

☒ Naturalized - Canadian-Born - National
(check)

Present Address Sloan, B.C.

Pharmacia Centre B.C. 24/3/47

Married - Single
(check)

Name of Wife _____

Name of Husband _____

Name of Mother Miwa (Dec'd)

Name of Father Kichigura (In Japan)

Names of Children under 16 _____

Requested by C. Girard

Registered with Custodian

Yes
(Yes or No)

Additional Information Prospector

GENERAL SUMMARY

File 313

Yosokichi (Charlie) SOKUGAWA
Reg. No. 00254

April 1, 1949

Signed "J" Card March 30, 1942. Evacuated July 25, 1942.

He declared no property and no property identified as belonging to him was brought under the control of the Custodian.

Two claims were filed against this man:

1. Hotel West - \$811.30 Sokugawa in his declaration reported being indebted to this hotel.
2. John Graham - \$41.94 (grubstake funds advanced) Sokugawa did not answer letters re this and the other claim.

Since no funds belonging to Sokugawa were under Custodian control and Sokugawa did not answer letters re payment of his liabilities, there is no record of any payment.

/TM

G. M. Harrison

STATEMENT OF ASSETS

Custodian's Office

File No.: 313

British Columbia Security Commission.

Name: HOKUGAWA, YosokichiRef. No. 00254Address: SLOCAN, B.C.

Special Enquiry: _____

Credit with Custodian: Nil.Credit in Bank: Nil.Life Insurance: Nil.Real Property: Nil.

Net Revenue

Negotiable Assets: Nil.

Remarks: The file of this 44-year old Prospector from Vancouver shows no evidence of any assets, and has two claims of \$811.30 and \$41.94 registered against him.

Date: May 2, 1944.

Compiled by:

R. G. Bell.

File No. 313.

CLAIMS DEPARTMENT

May 26th, 1943.

Yosokichi SOKUGAWA - Reg. No. 00254

CREDITORS:

West Hotel	\$811.30
John Graham	41.94

[Handwritten signature]

BRD:DE

COPY

MEMORANDUM OF AGREEMENT made this 16th day of September
A. D., 1941.

BETWEEN:

YOSOKICHI SOKUGAWA, (otherwise known as
CHARLIE SOKUGAWA) of 444 Carrall Street,
in the City of Vancouver, in the Province
of British Columbia, Prospector, (herein-
after called the "Vendor")

OF THE ONE PART

AND:

CARL OSCAR ECK of 416 Rogers Building,
in the City of Vancouver, in the Province
of British Columbia, Logger, (hereinafter
called the "Purchaser")

OF THE OTHER PART

WHEREAS the Vendor is entitled to and controls Crown Granted
timber rights upon that certain land situate at Port Hardy, in the
Province of British Columbia, consisting of 803 acres, more or less,
and more particularly known and described as:-

FIRSTLY: the south east quarter (SE $\frac{1}{4}$) of Section One (1),
Township Eight (8), Rupert District (exclusive of the Indian Reserve),
and the North East quarter (NE $\frac{1}{4}$) of Section Thirty-six (36), Township
Nine (9), and containing One Hundred and sixty-seven (167) acres more or
less, except that part of said north east quarter of Section Thirty-six
subdivided by Plans 2178 and 3128, and the fractional south west quarter
(SW $\frac{1}{4}$) of Section One (1) and the south east quarter (SE $\frac{1}{4}$) of Section two
(2), Township Eight (8) and the north east quarter (NE $\frac{1}{4}$) of Section
thirty-five (35) and the north west quarter (NW $\frac{1}{4}$) of Section thirty-six,
(36), Township Nine (9), Rupert District, containing six hundred and
thirty-one (631) acres more or less:

SECONDLY: Lots one (1), two (2), and three (3), Block "A",
Parcel "C" of Block "D", Lots one (1) to seventeen (17), both inclusive,
in Block one (1), Lots one (1) to twenty (20), both inclusive, in Block
two (2), Lots one (1) to twenty (20) both inclusive, in Block three (3),
Lots four (4) to sixteen (16), both inclusive, in Block four (4), Lots
four (4) to seventeen (17), both inclusive, in Block five (5), Lots one (1)

to twenty (20), both inclusive, in Block six (6), Lots one (1) to twenty (20), both inclusive, in Block seven (7), Lots one (1) to twenty (20), both inclusive, in Block eight (8), part of the north east quarter (NE $\frac{1}{4}$) of Section thirty-six (36), Township Nine (9), Rupert District, as shown on Map 2178, deposited in the Land Registry Office at the City of Victoria:

THIRDLY: Lots three (3) to five (5), both inclusive, and eight (8) to eighteen (18), both inclusive, and twenty (20) to twenty-seven (27), both inclusive, and thirty (30) to thirty-two (32), both inclusive, according to the map or plan deposited in the said Land Registry Office numbered 3128;

AND WHEREAS it has been agreed by and between the parties hereto that the Purchaser shall, upon making the full deposit hereinafter referred to, have the right, upon the terms hereinafter appearing, to cut and carry away logs and timber upon the said lands.

NOW THIS AGREEMENT WITNESSETH that in consideration of the sum of One (\$1.00) Dollar of lawful money of Canada now paid by the Purchaser to the Vendor and the covenants and agreements herein contained, it is hereby agreed by and between the parties hereto as follows:-

The Vendor hereby grants to the Purchaser the sole right to cut, log, and remove all the timber on the said property during the term of this agreement, and the Purchaser agrees to proceed at once and continuously to cut, log, and remove with all possible care, and in a diligent, good and workmanlike manner the merchantable timber on the premises. The permission hereby granted being subject to the prompt payments as hereinafter set forth and to the performance of the Purchaser to his obligations without default.

The Purchaser shall provide his own crew and all machinery, tools and appliances necessary to logging the said timber and performing the complete work necessary under his own direction.

The Purchaser covenants and agrees to pay to the Vendor in respect of all logs and timber cut from the said lands the following

stumpage, namely:-

\$1.25 per thousand feet board measure on Hemlock, Spruce, Cedar and Balsam and all other wood logged off the said premises, excepting yellow Cedar and Cedar over 20 inches in diameter.

\$1.75 per thousand feet board measure on all red Cedar logs scaling over 20 inches in diameter and on all yellow Cedar.

.50¢ per pole on all poles logged.

Such stumpage shall be due and payable immediately upon the scaling of the same, which scaling shall be done by a duly qualified Provincial Log Scaler.

It is agreed that the said stumpage is based on the understanding that no royalty is payable on the said timber.

None of the said timber shall be moved out of the said Province of British Columbia without being first scaled as aforesaid and paid for and the Purchaser shall cause the Government Agents' Office or the Scalers Office to forward to the Vendor the original scaling bills immediately upon all scaling and no timber shall be exported without the Pacific Lumber Inspection Bureau papers being first given to the Vendor.

The Purchaser covenants that he will do no unnecessary damage to the remaining trees on the premises or to roads or fences and will take all proper precautions for the prevention of fire, and will indemnify and save harmless the Vendor from all damage arising from fire or negligence of the Purchaser, his servants agents and employees or any other of them.

The Purchaser further covenants not to trespass on any lands not included or intended to be included herein and shall keep the Vendor indemnified from all damage suits, actions or claims arising therefrom and against all injuries arising to any person in the course of or by reason of the performance of the Purchasers logging operations.

The Purchaser covenants to pay all stumpage, taxes, scaling fees, charges, Workmens' Compensation, wages and accounts which are or

may become due and payable to any Government or government authorized board, employees or otherwise in respect of the said timber or arising out of or incidental to the logging operations of the Purchaser and to indemnify and save harmless the Vendor therefrom and from all these in like manner.

The Purchaser shall commence the logging operations upon the said property within the period of six months from the date hereof and shall complete all logging upon the said land and quit the same within two (2) years from the date hereof.

The Purchaser shall not assign this agreement without the consent of the Vendor in writing.

Any notice which the Vendor may desire to give to the Purchaser may be validly given if sent by mail and addressed to the Purchaser at Port Hardy, B. C. or to 416 Rogers Building, Vancouver, B. C.

Time shall be the essence of this agreement.

Any waiver by the Vendor of any breach or breaches by the Purchaser of any of the terms hereof shall be referable only to the particular breach waived and not to any other breach.

Notwithstanding anything hereinbefore contained, this agreement shall become operative only upon the deposit by the Purchaser with the Vendor of the sum of One Thousand (\$1,000.00) Dollars, which deposit the Purchaser covenants to make forthwith upon completion of his arrangements to proceed to the said premises for the purpose of commencing operations and in any event before the First day of June, A.D. 1941. The said sum shall be credited to the Purchaser upon the completion of the logging operations upon monies payable by him to the Vendor pursuant to this agreement.

Save as hereinbefore specially provided, this agreement shall extend, bind and innure to the benefit of the parties hereto, their heirs, executors, administrators, and assigns, respectively.

SIGNED SEALED AND DELIVERED
by the Parties hereto in
the presence of:

"A.M. Harper"

416 Rogers Bldg.,
Vancouver, B. C.
Solicitor

"Charlie Sokugawa"

"Carl Oscar Eck"

For and in consideration of the sum of One (\$1.00) dollar, it is agreed by the vendor that the agreement annexed hereto shall become operative upon the deposit by the purchaser with the vendor of the sum of One thousand (\$1,000.00) dollars, which said payment shall be made within sixty days from the date hereof and that the last paragraph on page four of the annexed agreement shall be amended accordingly.

DATED at Vancouver, B. C. this 10th day of
June, A. D. 1941.

"Yosokichi Sokugawa"
YOSOKICHI SOKUGAWA

"Carl Oscar Eck"
CARL OSCAR ECK

WITNESS:

"A. M. Harper"

*has this agreement been implemented?
if so what paragraph of any note to it?*

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