

3918

SURREY B.C.
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO.

3918 K

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 INFORMATIONNAME: SHIGEHIDE SaburoHOME ADDRESS: Yale Rd. South Westminister, B. C.REGISTRATION NUMBER 12661SEX: MaleAGE: 47OCCUPATION: Farmer

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

EMPLOYER: Self.MARRIED? YesNAME OF WIFE OR HUSBAND: ShisukoADDRESS OF WIFE OR HUSBAND: Yale Rd. South Westminister, B. C.NAMES OF ANY LIVING CHILDREN: Minoru (M) Kazumasa (M) Joe (M)

Yagi Kuma, Oka Gun, Hiroshima Ken, Japan.
 ADDRESS OF CHILDREN: Minoru-Japan. Others live in father's house, South Westminister, B.C.

AGE OF CHILDREN: 13, 9, 1 yrs.**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION Lot Nos. 21, 22, 23, 24. Block Nos. 21, 22, 23, & 24.
Sec. 21 in the Municipality of Surrey, District of New Westminister, B. C.

2. BUILDINGS AND OTHER IMPROVEMENTS: 5 roomed wooden frame bungalow with basement. 3 Packing Houses, 1 Woodshed, 1 Garage, 1 Bath House. 1 Spring Well.

3. INSURANCE (Give particulars; state where policies are) Fire Ins. New England Fire Ins. \$1000.00 in Royal Bank of Canada, Main & Hastings Vancouver, B. C.

4. TAXES (Amount and where payable) \$44.37 Sept. 1941 paid up.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) None

Licensed to Pac. Coast Packers

No again

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. In Royal Bank of Canada, Montreal & Main, Vancouver, B.C.
None
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST.
9. IF FARM LAND STATE CROPS SOWN Strawberry, Black Current, Raspberries, Rhubarb, Everbearing Strawberry, and 12 Fruit trees.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1.

2. LANDLORD'S NAME AND ADDRESS:

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:

4. STATE WHEREABOUTS OF LEASE:

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS.

House: 2 bed, 16 wood beds, 12 single mattress, 2 double mattress, 1 bureau, 4 chairs, 4 benches, 6 tables, 1 cupboard, 2 kitchen stoves, 2 camp stoves, 1 water tank, 2 galvanized tin sheets, 6 lamps, 1 boiler.
Basement: 3 blocks, 3 chains, 6 saws, 8 wedges, 2 hammers, 2 heavy 2 crowbars, 3 axes, 3 mattocks, 1 pick, 4 shovels, 6 hoes, 8 scythes, saw set, 5 gal. jar, 3 wheelbarrows.
Packing House: 165 trays, 600 jam crates, 55 Strawberry crates.
Woodshed: 5 cor. 18 Kitchen wood, 1 cor. 18 Bathing wood.
Outside: 70 cor. 4' wood, 78 yd. Chicken manure on crops (on. yrd.)
2 tons of commercial fertilizer on crops.

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 CARRIED ON ABOVE PROPERTY: See page 1

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

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

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

8. BANK ACCOUNTS: None

9. LIFE INSURANCE Sun Life Assurance Co. \$1500.00 POL.#2255235

Beneficiary-son, Minoru. (Royal Bank of Canada, Hastings & Main Vancouver,
(In safety deposit box.)

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: Royal Bank of Canada, Hastings & Main, Vancouver, B.C.
Number of box, unknown.

LIABILITIES:

1. PERSONAL DEBTS: None

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 any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 15th day of April 1942.

(Signature)

S. Shigehiro

J. T. Williams
Witness

FOR DEPARTMENTAL USE

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY:

Date: May 29/42

REGISTRATION NO. _____

NAME: SHIOHINO, Saburo

ADDRESS: Old Yale Rd., R.R. #4, New Westminster.

PROPERTY: Farm

ACREAGE: 5

KIND OF CROPS: straws Bl. currants Asp. Rhub. 12 fruit trees

APPROXIMATE ACREAGE OF EACH: 4 $\frac{1}{4}$ 1/8 1/8

HOUSE: Frame

VACANT: X

OCCUPIED

DESCRIPTION 1 storey

ROOF: shingle

SIZE: 25 x 36

NO. OF ROOMS 5

CONDITION: Fair

OTHER BUILDINGS: 2 packing sheds 10 x 12 P; 1 packing shed 10 x 15 P. Gar. 12 x 18 G; woodshed 12 x 16 P.

NAME OF LESSEE OR RENTOR: PAC. COAST PACK. CO.

TERMS:

WATER: none

ON:

OFF:

LIGHT: none

ON:

OFF:

REMARKS: doors & windows locked & boarded

INVENTORY OF CHATTELS LEFT ON PROPERTY

- ✓ 2 beds complete
- 8 single mattresses
- ✓ 2 double "
- 1 heater
- ✓ 5 tables
- ✓ 9 kit. chairs & 1 high chair
- 1 large kit. table
- 1 sew. mach.
- 1 range
- 1 straw suit case
- cooking utensils & dishes
- bdle. gar. tools
- 6 crosscut saws
- 3 blocks & cable
- 3 axes double bit
- 8 wedges
- 2 sledge hammers
- 1 crow bar
- 1 pick
- 1 peevie

Signed: _____

✓ INFORMATION FROM R.C.M.P.

Date Dec. 1/43.

File No. 3918

11 Name SHIGEHIRO Saburo
(Surname in Block Letters)

Registration No. 12661

Male - Female
(check)

Age Apr. 28, 1894

Former Address Yale Rd. S. West, B.C.

Date Evacuated Apr. 20/42 Naturalized - Canadian-Born - National
(check)

Apr. 11/46 % L. M. Holman, Stirling, Alta.

Present Address

40 Angelo Road,
Raymond, Alta.

#12660

Married - Single
(check)

Name of Wife

(MATSUDA) Shizuko

Name of Husband

Name of Mother

(ISHIZU) Uta

Name of Father

Yokichi (Dead)

Names of Children under 16

(Japan)

Su Oves

Requested by

CCF

Registered with Custodian

(Yes or No)

Additional Information

Farmer.

Owner of 21

acres & 1 house.

REAL PROPERTY SUMMARY

File 3918

V.L.A. B.C. 567-P

JAPANESE NAME: Saburo SHIGEHIO -- Reg. No. 12661

CATALOGUE NO: Part of The Director The Veterans' Land Act first offer.

PROPERTY ADDRESS: Old Yale Road, New Westminster.

LEGAL DESCRIPTION: Lots 21 to 41 inclusive of part of Section 21 Block 5 North Range 2 West Map 1622 Municipality of Surrey, D.N.W.

TITLE: In the name of Saburo SHIGEHIO.

ENCUMBRANCE: Vesting in Custodian 25108, 10th December 1942.

ASSESSED VALUE: 1943 -
Land \$1050.00
Improvements 600.00 Total \$1650.00 Taxes \$44.37.

CLASSIFICATION: Inspector's report May 29th, 1942, farm of 5 acres with buildings 4 acres strawberries, 1/4 acre black currants, 1/8 acre asparagus, 1/8 acre rhubarb, 12 fruit trees, with a 1 storey frame dwelling, 25 x 36, 5 rooms, fair condition, two packing sheds 10 x 12, poor 1 packing shed 10 x 15, fair, garage 12 x 18, good, woodshed 12 x 16, fair. Occupied at date of inspection by Pacific Coast Packing Co.

HISTORY OF
ADMINISTRATION:

The 1942 crop on this property was sold by the Custodian on the 13th May 1942, to the Pacific Coast Packing Co., for \$600.00, which amount was paid to the Custodian on the 14th May 1942.

The property was leased by the Custodian on the 22nd December 1942, to John PRATT and Douglas BELL as from the 15th November 1942 to the 14th November 1943 for \$75.00 of which \$25.00 was paid to the Custodian on the 29th January 1943. The lessees relinquished this lease in favour of Albert E. BETTS, Bell on the 29th March 1943 and Pratt on the 19th March 1943. The property was then leased on the 20th April 1943 by the Custodian to Albert E. BETTS as from the 15th April 1943 to the 31st December 1943, for \$75.00 of which rental \$50.00 was paid on the 7th July 1943. No further payment of rental was made and upon investigation it was found that Bett had vacated the property without giving notice and his address could not be ascertained.

SOLD:

To The Director The Veterans' Land Act for \$1094.00 as at 1st January 1943.

Approval of Advisory Committee 1st June 1943.

FUNDS:

Released to the credit of Saburo SHIGEHIO sale price \$1094.00, plus refund of insurance \$7.77, total \$1101.77; less taxes \$44.37 Certificate of Encumbrance \$1.00, registration fee \$3.00, legal fee \$15.00, total \$63.37. Net amount released \$1038.40.

TITLE:

Included in C. of T. 169013-E and payment of consideration included in cheque to the Custodian dated March 7th, 1944.

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

DATED March 5th, 1946.

Jan Macpherson

IM:ML

12661

THE RESULTS

SMIGHIRO, Saburo

FILE NO.

3910

[illegible]

FIRE INSURANCE SUMMARY

File No. 3918

Re: Saburo SHIGEMOTO

Reg. No. 12561.

The buildings on this land had been insured by the owner, Saburo SHIGEMOTO, in the New England Fire Insurance Co., for \$1000.00 on buildings and contents for 3 years from the 14th December 1940, expiring 14th December 1943. No renewal of this insurance was arranged by the Custodian.

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

Deputy Registrar
DATED March 5th, 1945.

12561

Settled Dec. 28/42

LIABILITY SUMMARY

File No. 3918

Re: Saburo SHIGEMOTO

Reg. No. 12661.

No liabilities were declared and no claims are on file.
There is however, a claim on file of a claim by the Surrey Berry
Growers Co-operative dated 15th May 1942, in the amount of \$7.07.
Nothing further respecting this claim is on file.

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

J. L. Thompson

DATED March 5th, 1946.

IN:ML

*Disputed in letter
dated Apr. 15/46.
Creditor advised Apr 26/46. /off*

To clear over one acer it takes over 20 to 25 boxes
of dynamite.

To clear one acer it took over \$300.
It is hard to clear the land.

The land is so good that one acer strawberry would make
over 7 ton of strawberry.

In 1941 crop there was \$700. for the things we raised.

1942 crop the custodian sold it for only \$600.

In the strawberry season we used to hire 25 to 30
people to pick our strawberry.

SUPPLEMENT

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

1. 185 strawberry cushion trays	Estimated value: \$ 18.50
600 jam crates	120.00
55 strawberry crates	12.50
2 beds	50.00
4 double mattresses	36.00
10 single mattresses	57.00
1 bureau	17.30
9 chairs	13.50
6 tables	18.00
15 wooden beds	22.50
1 cupboard	17.30
1 range	75.50
1 camp stove	23.50
1 small camp stove	7.30
stove pipes	15.30
water tank	10.50
2 galvanized tin sheets	3.10
2 kitchen pots	7.80
2 tea pots	1.20
3 roast pans	1.30
pans	1.10
4 rice pots	1.10
large plates	1.90
21 shallow plates	5.25
2 trays	1.85
5 round trays	1.60
1 tea tray	1.50
1 mixing bowl	1.20
12 tea cups	2.70
24 Japanese tea cups	2.30
24 cups	2.40 1.10
12 small min tea cups	1.20
6 cups	.70
18 rice bowls	4.80
10 large bowls	2.90
24 soup bowls	2.90
sake cups	1.10
vases	.90
20 small dishes	3.10
60 medium dishes	6.60
stop sticks	.70
12 forks	1.20
12 knives	1.50
6 rice scoops	1.00
3 large soup spoons	1.10
butter plate	.30
fruit dish	1.25
can opener	.25
24 jam bottles	11.50
lantern	1.30
rope	3.50
min sacks	2.30
8 lamps	11.50
cable	17.30
3 blocks	16.50
3 chains	9.30
6 saws	63.00
6 wedges	6.30
2 hammers	2.80
2 peaveys	3.20
2 crossbars	3.10
3 axes	6.60
3 mattocks	4.50
1 pick	1.50
1 shovel	5.30
6 hoes	7.30
1 lunch kit	1.10
Japanese Gubako	2.30
candles	3.25
carpenter tools	13.60

(over)

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

	Estimated value	
1 stump puller		\$50.00
1 rakes		10.00
6 scythes		8.00
saw set		1.10
2 wheel barrows		18.00
1 bicycle		12.00
1 wire window curtain		7.50
3 table clothes		4.70
boiler		5.10
wash tub		3.90
1 buckets		4.15
5 wash b. sins		2.35
1 wash board		1.80
3 brooms		1.80
1 clock		1.50

Total

\$227.35 5070 435.00

~~Shore:~~
~~Strawberries 2 acres - \$30.00~~
~~Buckwheat 1 acre~~
~~corn 1 acre~~
~~oats 1 acre~~
~~asparagus 1 acre (young plants)~~
~~fruit trees 15 trees - \$5.00~~
~~total~~

~~Buildings:~~
~~house 26' x 38'~~
~~garage 12' x 20'~~
~~1 packing shed~~
~~bath house~~
~~total~~

1942 crop
sold by the Custodian

1537.33
~~2000.00~~
 600.00

Claim

1700.00
 2937.33

Buildings:

house 26'x 38'	2000.00
garage 12'x 20'	100.00
packinghouses(4)	50.00
bath-house	30.00

1941 INTERNATIONAL Truck 3/4 ton

(left in the care of Mr. Leard, a Brackman-Kerr
salesman) 900.

Phone DEster 1456

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

PACIFIC COAST PACKERS LTD.

RECEIVED
MAY 7 1942

GARDEN GATE BRAND

CANNED FRUITS, VEGETABLES AND JAMS

BETTER BUY BRAND

2100 McPHERSON AVENUE

NEW WESTMINSTER, B. C.

May 6th, 1942.

ALL AGREEMENTS ARE CONTINGENT UPON FIRES, STRIKES, GOVERNMENT REQUISITIONS, TRANSPORTATION, BUSINESS CONDITIONS OR OTHER CAUSES UNAVOIDABLE OR BEYOND OUR CONTROL. ANY CHANGE IN CUSTOMS DUTY OR INLAND REVENUE HEREAFTER LEVIED IS FOR BUYERS ACCOUNT. ALL QUOTATIONS ARE SUBJECT TO PRICE, PRICE CHANGE OR WITHDRAWAL WITHOUT NOTICE. ALL PRICES QUOTED HEREIN ARE SUBJECT TO THESE CLAUSES.

Estimated 20/4/42

The Custodian of Enemy Property,
Royal Bank Building,
Vancouver, B. C.

Gentlemen:

We wish to purchase on a lease arrangement the total produce from the farm of Mr. Saburo Shigehiro, Yale Road, South Westminister, B. C. for the sum of \$600.00. cash?

It would be our intention to place a competent man on this farm until the berry crop is harvested and if conditions in the fall warrant, we would be prepared to continue this lease for the following year and do all necessary work in order to take off a crop.

We would assume responsibility for crates and sundry equipment.

We will appreciate receiving your advice as to whether a lease can be arranged on this property as outlined.

Yours very truly,
PACIFIC COAST PACKERS LTD.

Per

[Signature]

FB:JT

Looks alright

Price of house and furniture

not included

TELEPHONE 1245-Y1

SURREY BERRY GROWERS' CO-OPERATIVE ASSOCIATION

PRODUCERS OF
ROVERSON BRAND
STRAWBERRIES
AND
JAM BERRIES

R. R. No. 4,
New Westminster, B. C.

STRAWBERRIES
RASPBERRIES
LOGANBERRIES
BLACKBERRIES
CUMBUZZERIES
BLACK CURRANTS
RED CURRANTS

May 6, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
MAY 7 1942

The Custodian of Enemy Property,
Royal Bank of Canada,
Vancouver, B. C.

Gentlemen:

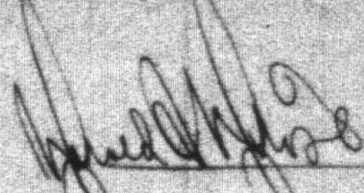
Re: Saburo Shigehiro Property

We have been approached by the Pacific Coast Packers Ltd., of 2100 McPherson Avenue, New Westminster, B. C., who we have supplied berries regularly in the past years, to make lease arrangements to purchase the total produce from the farm belonging to Saburo Shigehiro who is a member of our Association.

We feel that their offer of Six Hundred Dollars (\$600.00) cash for the 1942 berry crop is very reasonable and we would like to recommend them to you for acceptance.

Yours truly,

SURREY BERRY GROWERS' CO-OP. ASS'N.


Harold A. Hirose, Mgr.

HAH:TA

(SURREY)

3918

OFFER TO LEASE JAPANESE PROPERTY.

File No. JL-418

Place Vancouver, B.C.

Gastodian of Enemy Property,
Vancouver, B.C.

Date Nov. 14th, 1942.

Re: Saburo SHIGEMIRO Property.

Lots 21 to 41 (both incl.) of Plan of S/D of N.E.
43 sec. or Sec. 21, Blk. 5, N., Rge. 2, W., Map 1628.

I hereby offer to lease the above described property
on the following basis:

Term: From November 15th 1942 to November 14th 1943

Cash Rental: \$ 75.00 per year to be paid as follows:

\$25.00 on January 1st, 1943, & balance on July 15th, 1943.

Lease to include all land and buildings, - except:

Other special conditions (if any):

The following taxes will be payable by me: NIL

Land & School Taxes: Irrigation Taxes:
Dyking or Drainage Taxes: " Tolls:
Domestic Water Rates:

(strike out those that do not apply)

Provided Further that if at any time during the term the hostilities
in which His Majesty is presently engaged shall have ceased the
Lessor may terminate this lease by giving the Lessee one (1) month's
notice in writing to vacate the premises, and such notice having
been given this lease shall terminate at the end of the said month
notwithstanding that it may not be at the end of the current year
of the tenancy.

Full Name: John Pratt

Address: 3275 E. 6th

I recommend that Lease on the
above terms be approved.

[Signature]
Field Supervisor,
Soldier Settlement of Canada.

Old Yale Road, South West Vancouver
122
1144 Ken West Vancouver

Mar 29 / 43

This is to certify that I hereby
surrender all rights as Lessee of
Shigehiro's Berry farm to Mr. C. Smith

Signed
J. Bell.

File 3918
Addendum

Vancouver B6

Apr. 19 1943

Custodian of Enemy Property
Secretary of State Office
Vancouver

Dear Sir I herewith relinquish all my
rights in the lease between The Secretary of
State and John Pratt & Douglas Bell
dated Dec 22 1942.

John Pratt.

Witness my hand.

new lease no 502

3918

11th June, 1943.

Mr. Marsell Overand,
c/o Oliver Overand Motors Ltd.,
New Westminster, B.C.

Dear Sir:

re: Saburo SHIGEMIRO.

Enclosed herewith please find receipt for \$65.00 in full payment of fire wood off the cleared portion of subject Japanese property. This price includes felled trees as yet not bucked up. Please be advised that it is not permissible to fell any more trees.

This property at the present time is under lease to Mr. Albert E. Betts, and we ask your co-operation in not interfering with the tenant and the crop that is to be harvested soon.

Yours truly,

R. D. Richardson,
Farm Department.

WEA:GF

Encl:

EVACUATION SECTION	
Rec'd	JUL 6 1943
File No.	3918
Ans.	
Referred	

File # 3918/
 Lessee: A. Betts.
 Amount: \$50.00

CANADA
 Department of the Secretary of State
 Office of the Custodian
 Japanese Evacuation Section

File 2 3918/12661
 SHIGEMITSU, Saburo

PAYMENT ORDER.

To ... C. G. Law Co.
 Address: Keefe St., Vancouver, B.C.

Richardson

I HEREBY ASSIGN AND TRANSFER TO THE CUSTODIAN the sum of Fifty
/100 Dollars out of monies now due and
 accruing due or that at any time hereafter may be due in respect to the
 proceeds of:- B. M. Corp.
 Pd 7/7/43

to be paid to the Custodian at Vancouver, British Columbia, AND for so doing
 this will be your full authority.

IN WITNESS WHEREOF I have hereunto set my hand
 and seal this 25th day of June, 1943.

SIGNED, SEALED, and DELIVERED
 IN THE PRESENCE OF

Signature: *[Signature]*
 Address: *[Signature]*
 Office of Custodian

A Betts

ACKNOWLEDGMENT

RECEIPT of the above order acknowledged this 5th day of July, 1943.

Signature [Signature]

Extract from Lease.

Lease No. 502.

File No. 3918.

Lessor: The Secretary of State. (Saburo SHIGEMIRO)

Lessee: Albert E. BETTS.

Date: 20th April, 1943.

Term: 8½ months from 15th April, 1943 to 31st December, 1943.

Consideration: \$75.00 - payable \$25.00 cash, and \$50.00 payable 15th July, 1943.
No Taxes.

Property:

Land: Lots 21 & 22 of part Section 21 Block 5 N. Range 2 W. Map 1622.
Lots 23 to 41 inclusive of N.E. 45 acres of Section 21 Block 5 N.
Range 2 W, Map 1622. C. of T. 133643 E & 135051 E. (Old Yale Rd.)
Municipality of Surrey.

Buildings: Included. Space reserved for storing chattels.

Chattels: Not included.

28
Lease handed S.S.B. 3/8/43.

MEMORANDUM.

File No. 3928.

4th August, 1943.

re: Saburo SHIGEMOTO.

Lots 21 & 22, Part of Section 21,
Block 5 N., Range 2 W, Municipality of Surrey.

The original lease was between the Secretary of State and John Pratt & Douglas Bell, but both these parties signed releases on the tenancy in favour of A. E. Betts. A new lease was drawn in the name of the latter from the date of April 15th, 1943. There was no regular assignment prepared.

WJ:GF

Extract from Lease.

Lease No. 124.

File No. 3918.

Lessor: The Secretary of State. (Saburo SHIGEMIRO)

Lessee: John PRATT & Douglas BELL.

Date: 22nd December, 1942.

Term: 1 year from 15th November, 1942 to 14th November, 1943.

Consideration: \$75.00 - payable \$25.00 on 1st January, 1943 and \$50.00 on 15th July, 1943. No Taxes.

Property:

Land: Lots 21 & 22 of part of Section 21 Block 5 N. Range 2 W., Map 1622.
Lots 23 to 41 inclusive of the N.E. 45 acres of Section 21 Block 5 N.
Range 2 W. Map 1622. C. of T. 113643 & 135051 E. (Old Yale Road)
Municipality of Surrey.

Buildings: Included. Space reserved for storing chattels.

Chattels: Not included.

*Repaid by Lessee
to A. E. Bell
Same terms.
4/8/43
15 Dec 31/43*

Lease handed S.S.E. 4/8/43.

3915
12611

SOLDIER SETTLEMENT and VETERANS' LAND ACT

File No. BC/5672
(IL-412)

Vancouver, B.C.

APR - 1 1944

A.C. Duncan Crux, Esq.,
Randall Building,
535 West Georgia St.,
Vancouver, B.C.

SHIGEMIRO, Saburo

Dear Sir:-

Re: Lots 21 to 41 incl. of pt. of Sec. 21,
Blk. 5N, Rge. 2W, Map 1622.
MUNICIPALITY OF SURREY

I beg to acknowledge receipt of Duplicate
Certificate of Title No. 149013-E of the New Westminster
Land Registry Office for the above parcel of land in the
name of The Director, The Veterans' Land Act.

Included in the Veterans' Land Act cheque
for \$ 20,416.45, in favour of The Secretary of State,
forwarded to you and dated March 7th, 1944 is the
amount of the purchase price in full of the above land
arrived at as follows:-

Purchase Price	- \$ 1,094.00
Less arrears of taxes to January 1st, 1943,	- \$ -
Amount paid to Secretary of State	- <u>1,094.00</u>

Will you kindly acknowledge receipt of the
purchase price by signing the receipt on the duplicate hereof
and return it to me.

Yours truly,

W.K. Chandler
W.K. Chandler,
LEGAL ADVISER.

WKC/W

RECEIVED Cheque covering the purchase
price in full of the land above described.

APR - 1 1944

Yr to

Solicitor for
The Secretary of State

Carlatto

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

DECLARED before me at }
Columbia, this } British }
of } day }
193 } Signature of Declarant

Signature of Official and
full title.

DECLARATION OF CREDIBLE WITNESS

I, _____ of _____ DO
in the Province of British Columbia, _____
SOLEMNLY DECLARE :- Occupation

That I am personally familiar with the stream, the works, the extent of the utilization of the waters, and all the other matters set out in the above and foregoing declaration which has been carefully read over by me and I say that all the statements and allegations contained and set out in said declaration are true and correct in substance and in fact.

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

DECLARED before me at }
Columbia, this } British }
of } day }
193 } Signature of Declarant.

Signature of Official and
full title.

8C-567-P
8C-234-B

BC/567-P
BC/234-B

Page 1

S.S. Form No. 6
(Sheet 1) ✓

Farm Appraisal Report

File No. JL-418

Land Description Lots 21 to 41 (both inclusive) of Plan of S/D of N.E. 40 sec.
of Sec. 21, T14.5.2., Rge. 2.2., Map 1622.

Containing 17.246 Acres

Owner's Name SHIGEMIRO, Saburo Post Office Address N.E. 4, New Westminster.

Nearest Rail Point South Westminster Distance 1/2 mile

Market Town New Westminster Distance 2 1/2 "

Church (give denomination) Anglican - 1/2 mile; All denominations Distance 2 1/2 "

Nearest School South Westminster Distance 1/2 "

State how property was identified: Map, L.R.O. sketch, & surveyed road.

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

Less 200 yards east off Old Yale Road, on gravelled trail up 1/2 road allow-

ance.
Is this district a good one? Yes, from industrial point of view. Agriculture-no.

Employment opportunity Full employment opportunities in area.

Predominating Nationality and religion: British, none predominating.

Describe Fencing and its condition: None of value. Part of west bdy. only Value \$

Water supply: Good well beside house - appears constant. Value \$ Inc. in
land.

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundations	REPAIR	VALUATION
HOUSE	24 x 20	Imghar	8'	Shgl.	Old	7' posts	fin.	450.00
AAA's	7 x 10	"	7'	"	"	"	"	
Garage	12 x 20	"	7'	Shks.	New	Slks. No	Floor	20.00
Barn Shelter	Boards & split cedar	in good condition						20.00
	(2 roof shelters not considered to be of value)							
BARN	X							
	X							
GRANARY	X							
	X							
	X							
	X							

No electricity installed. None nearby.

Total present day value \$ 500.00

Total Value Buildings add to farm \$ 500.00

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

habitable? Had to judge house from the exterior as windows closely boarded; doors
locked & keyholes jammed from inside. Part of outside walls are bare shiplap,
and part sided.

Describe the basement and chimney: Space beneath house partly boarded up on posts,
partly open. No chimney; 1 roof jack, & 1 wall visible.

No. rooms downstairs? Upstairs? How finished

Could not tell from outside. Space for 4 good rooms.

Are buildings painted? No. Condition of paint

Distance from nearest bush 50 yards.

Note: Particular care must be taken when examining and reporting on foundations, sills and roofs.

Cultivated Land

BC/567-P
BC/234-P

Page 2

ACRES	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
8.022	Undulating	From 8" to 20" sdy. lm.	sdv. clay		80.00	641.76
Small spots of clay loam on clay, also small spots of very light sandy loam on sand. No gravel located. Harpan at an average of 24" depth.						
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stumps, drainage, etc.						
1.5	LEVEL	AS ABOVE	SAME	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
8.422	"	"	"	Partly cleared. Many stumps left Very heavy clearing. Mostly fuel value	150.00 20.00	30.00 20.00
						45.00 162.50
Area Unsuitable for Cultivation.						
CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	

Total value of Land \$ 614.60

Total added by buildings to value of farm \$ 500.00

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

Total value of farm \$ 1114.60

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Tillage is good. Place is in the hands of Pacific Packers Ltd. No tenant with individual lease. No one in residence.

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

Noxious weeds:
Few Canada thistles.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:

Municipal & School - \$44.37.

Surrey Municipality - Cloverdale, B.C.

Date: 2nd July 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 20 day of June 1942.

Inspector's Signature

"B.C. WORMWORTH"

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

Farm Appraisal Report

Remarks: This place lies off the main roads, and is reached at this time only by a trail from the Old Yale road. There is nothing to indicate if there will be any improvement in this respect, as there is nothing east which would be reached by this route, if opened. Immediately on the north, acreages are being developed as residences, but only in the way of fractional acreages as residences. These also are as yet isolated from opened streets.

Soil is generally sandy loam on a sandy clay, with some spots of good loam on clay. There is also one spot of sand, but it is not extensive enough to affect the clay, and the average is the clay maintained. There is an underlying horizon at a depth of 36", and where it has appeared necessary, ditches have been dug to this horizon to take the run-off. General fall is to the north-west. There will be no drainage problem.

House is unfinished, though getting old, but it could still be finished into a reasonably comfortable home. I was unable to see inside but it is doubtful that it is more than roughly partitioned off.

The land remaining uncultivated is of particularly heavy clay but the covering has a value as fuel, not only for home use, but probably some for sale, by reason of the nearness to the city. It is on the fuel covering that I have valued this acreage, as it will cost more to clear than the acreage would be worth when cleared.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

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

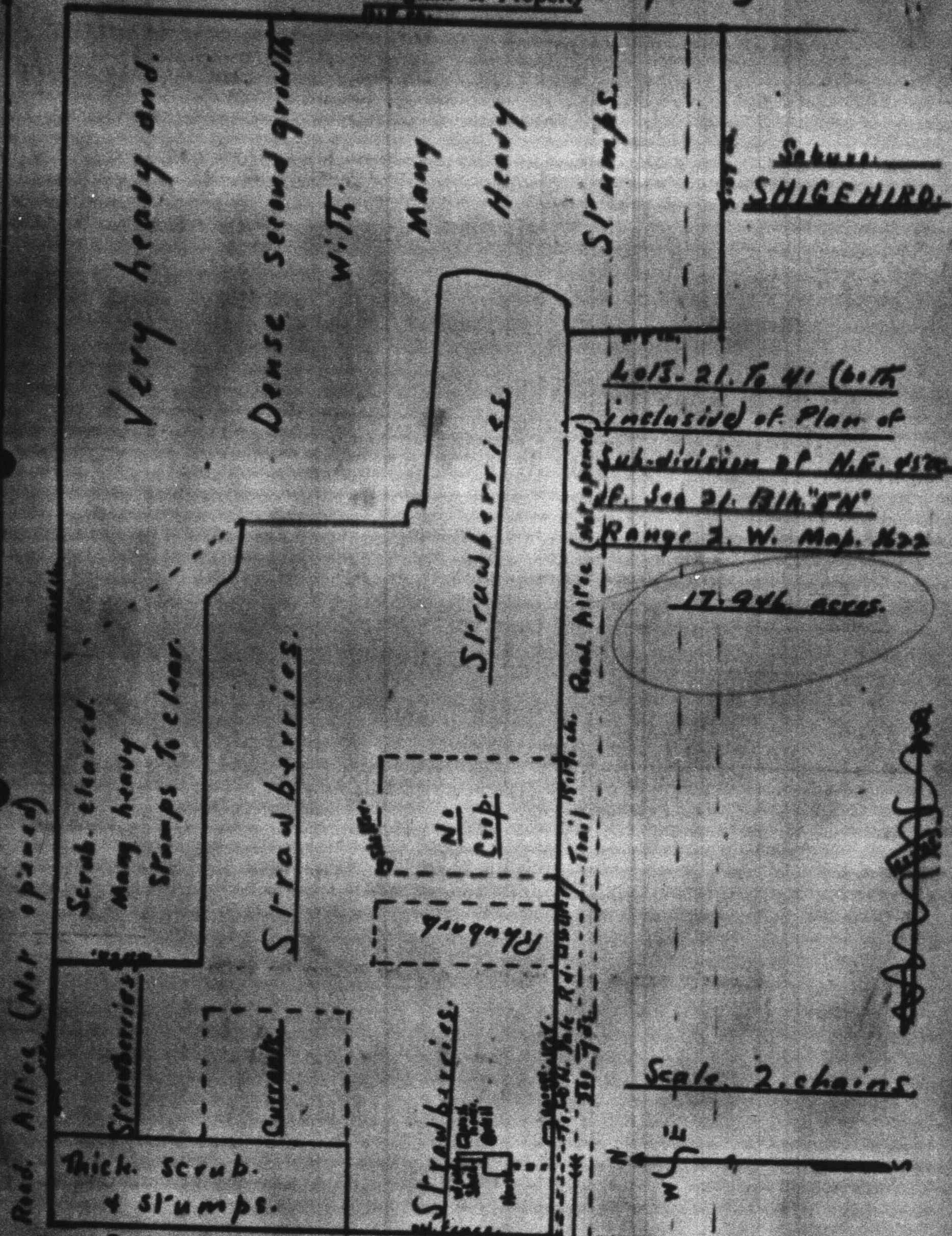
Existing crops are:-

Strawberries 0.6 acres
Currants 0.5 "
Raspberries 0.4 "

Total \$

Amount fruit trees add to value of farm \$

Red Diagram of Property (Not opened)



Lot 13-21 to 41 (both
included of Plan of
Sub-division of N.E. 41st
of Sec 21. 13th 5th
Range 2. W. Map. No. 22

17.946 acres.

Red. All'ies (Not opened).

Following careful review of this appraisal report, it is my opinion that the present value is \$ 2100.00

Date 2nd July 1942.

"I.T. BARNET"

District Superintendent.

August 6, 1942.

INVENTORY OF CHATTELS LEFT ON PROPERTY
OF

SHIGEMIRO, Saburo.
Old Yale Rd., New Westminster, B.C.
(300 yds. north of Hjorth Rd., turn right first road)

In house.

~~5 Kitchen range.~~
" table. (homemade)
~~5 Clothes dryer. (ceiling)~~
~~5 High chair.~~
2 Beds. (2 mattresses)
5 Sml. Tables. (homemade) 3 sold
~~5 Raymond Sewing machine. stand~~
~~5 Lamps.~~
~~5 Lantern.~~
Bicycle tubes & patch outfit.
2 Well buckets & rope.
Straw suitcase. (cont. clothes)
Box. (cont. clothes)
Hat box. (cont. hat)
Kitchen cupboard.
Few dishes & kitch. utensils.
9 Kitchen chairs. 5 sold
~~5 Heater.~~
2 Framed pictures.
5 gal. stone crock.
Wooden pail.
Tin. (cont. dishes)
5 Wooden beds.
8 Single mattresses.
2 Double "
Sml. wire wheel & tire.
Suitcase. (cont. books)
Ctn. (cont. kitch. utensils.)
Cushion.
Box. (cont. car tools)
Box. (misc. wooden trays, sealer etc.)
3 Sml. wooden benches. (homemade)
Copper wash boiler.
Sml. Jap. doll.
20# nails. (in kegs)
Japanese tub.
2 Tin galv. sheets. (on wall)

In packing houses.

1 Wheel berry carrier. (rubber tired)
2 " " " " (wooden spokes)
125 Berry trays.
Chain.

In basement.

6 Cross cut saws. 2 sold
~~5 4 bags Hydrated Lime.~~
2 " Go West.
2 " Flour Sulphur
4 Wheelbarrows.
Hot water tank.
47 Strawberry crates.
Baby's crib.
100' 1" Cable.
50' 1/2" "
Kiddies bicycle.
1 Case Strawberry baskets.
2 Screen doors. (old)
3 Bbles. sacks. (tied up)
4 Ladders.
5 Potato forks.
3 Axes.
3 Shovels.
5 Hoes.
3 Iron blocks.
1 Pick.
~~5 1 Peavey.~~
2 Sledge hammers.
2 Crow bars.
2 Mattocks.
9 Wedges.
5 Sml. Strawberry knives.
1 Froe.
Quantity lumber in rafters.
Heater.
Branding iron.
Bdle. shingles.
Ctn. (cont. 5 qt. sealers.)
2 Cords cut wood.

Woodshed.

1 Cord bath fire wood.
4 " cut wood.

Note:

Large quantity of jam crates that
are on the property are mixed up.
Other farms own some. Being
straightened out by Can. Packers.

8 Also: No sign of bureau mentioned
on JP.

S. sold by Auction - 9/2/44
Survey 2.

Signed

J. Morrison
H. J. Logan

File #3918

NAME: SHIGEMINO, Saburo

REG. NO: 12661

August 14, 1942

LIST OF CHATELS LEFT ON PROPERTY AT OLD YALE RD., NEW WESTMINSTER, B. C.

IN HOUSE

1 kitchen range
1 kitchen table(homemade)
1 clothes dryer(ceiling)
1 high chair
2 beds (2 mattresses)
5 sal. tables (homemade)
1 Raymond sewing machine
7 lamps
1 lantern
bicycle tubes and patch outfit
2 well buckets and rope
1 straw suitcase (cont. clothes)
1 box (cont. clothes)
1 hat box (cont. hat)
1 kitchen cupboard
few dishes and kitch. utensils
9 kitchen chairs
1 heater
2 framed pictures
5-gal. stone crock
1 wooden pail
1 tin (cont. dishes)
5 wooden beds
8 single mattresses
2 double mattresses
sal. wire wheel and tire
1 suitcase (cont. books)
1 etn. (cont. kitch. utensils)
1 cushion
1 box (cont. car tools)
1 box (misc. wooden trays, sealer etc.)
3 sal. wooden benches (homemade)
copper wash boiler
sal. Jap. doll
20# nails (in kegs)
Japanese tub
2 tins galv. sheets (on wall)

IN PACKING HOUSES

1 wheel berry carrier(rubber tired)
2 wheel berry carrier(wooden spokes)
125 berry trays
chain *most of*

This represents all my chattels remaining in restricted area of British Columbia.
Please sign and return one copy to the Custodian.
Confirmed:

DATE:

Oct 12th 1942

SIGNED:

Saburo Shigemino

IN BACKYARD

6 cross cut saws
4 bags hydrated lime
2 bags Go West
2 bags flour Sulphur
4 wheelbarrows
hot water tank
47 strawberry crates
1 baby's crib
100' " cable
50' " cable
kiddies bicycle
1 case strawberry baskets
2 screen doors (old)
3 bdles. sacks (tied up)
4 ladders
5 potato forks
3 axes
3 shovels
5 hoes
3 iron blocks
1 pick
1 peavey
2 sledge hammers
2 crow bars
2 mattocks
9 wedges
5 sal. strawberry knives
1 froe
quantity lumber in rafters
1 heater
branding iron
bdle. shingles
ctn. (cont. 5 qt. sealers)
2 cords cut wood

WOODSHED

1 cord bath fir wood
4 cords cut wood

Note: Large quantity of jam crates that are on property are mixed up. Other farms own some. Being straightened out by Can. Packers.

ADDITIONAL CHATTELS FOUND AT PROPERTY OF

SHIGEH IRO, Saburo

12661

YALE Rd. South Westminster, B.C.

In House in Kitchen

- | | |
|----------------|-------------|
| 1 Bicycle tube | 2 Sad irons |
| 1 Patching kit | |
| 1 Hand saw ✓ | |
| 1 Square ✓ | |

In Basement

- 4 Boxes of dishes ✓

Notice _____

Generator and light referd to NOT TO BE FOUND:

70 Bales of straw DEFINITELY NOT ON PROPERTY (No bldg. large enough to
(hold that amount of straw

Signed

[Signature]

R. M. Anderson

File No.

3918

Date

Feb. 4/44.

SUMMARY

Name: SHIGEMIRO,

Address: Old Yale Rd. Surrey B.C.

(1) - We have today moved to auction room at Townline and Sandell Rds. effects as per enclosed list at a total cost of \$12.00 as per attached bill.

(2) - We have also moved the personal effects as per attached list to storage at ----- where they will remain until called for. Cost of moving is included in bill above.

(3) - We have sold to the tenant articles as per attached list at \$ ----- for which herewith cheque or cash.

(4) - After the above transactions, the following important shortages were noticed between the original inventory as taken by this office, and the effects accounted for as above:

House was wide open and had been repeatedly ransacked.

The tenant gave us the following explanation: _____

Tenant vacated without giving any notice.

Signed,

Wm. Anderson

SHIGAHIRO

Old Yale Rd. Surrey B.C.

Moved to auction-----

- 1 Range.
- 1 Sink.
- 1 Heater.
- 4 Sacks of Lime.
- 1 Sewing machine cabinet.
- 1 Clothes rack.
- 1 Umbrella.
- 4 Chairs.
- 1 Hi-chair.
- 1 Peewee.
- 4 Oil Lampbases.
- 1 Lantern.

Signed,

R.M. Anderson

Feb 4/44.

MEMORANDUM

FILE NO. 3918

February 17, 1944.

TO: The File.

FROM: W. E. Anderson

Re: Saburo SHIGEMIRO.

The tenant on this property, Mr. A. E. Betts, vacated the premises without notification. The chattels were in very poor shape and many missing.

We have attempted to locate Mr. Betts without success and see no alternative but to close the issue.

WEA/EG

W E Anderson

499

NAME SHIGEMIRO, Saburo

REGISTRATION NO. 12661

FILE NO. 7928

The following chattels were sold by public
auction at Surrey, B.C. on February 9, 1944.

Blue Stone	2.30
Single Barren	5.00
Drier	0.50 <i>misc</i>
Box stove & Pipe	5.00 <i>F</i>
Range	9.00 <i>F</i>
3 Chairs & High Chair	5.50 <i>F</i>
4 sacks of lime	2.00 <i>misc</i>
Lamp & Lantern	0.75 <i>misc</i>
2 Cross Cut saws and Peaver	3.00 <i>M</i>
2 Tables	0.25 <i>misc</i>
Sink	5.00 <i>F</i>
Sundries	1.50 <i>misc</i>
Sewing Machine stand	0.50 <i>misc</i>
Table	0.75 <i>misc</i>

Total:		\$ 42.25
Less Expenses:	(Auctioneer's Fee: \$4.22	
	Advertising: 0.30	\$ 18.85
	Movings: 13.65	
Net Proceeds Credited:		\$ 23.40

Members of Custodian Staff Present. Mr. Carlson.

Extracted from Auctioneering list No. Surrey 2.

Remarks. *x Transferred to Suspense Account.*

June 18, 1946

P.C.

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Saburo SHIGEHIO

Tashme B.C.

File No. 3918

Reg. No. *00662*

Company Sun Life

Agency Calgary

Policy No. 2255237

Premium - \$ 65.03

Payable: ^X Annually, Semi-annually or monthly

Month July

Day 20

REMARKS:

Letta sent 26/11/53

OFFICE OF THE CLERK
JAPANESE SECTION

RECEIVED
OCT 17 1942

Green

Box 45 Raymond Alta.
Oct 12 ch. 1942

The Custodian's Office
Department of the Secretary of State
of Canada,
Vancouver B.C.

Dear Sirs,

In reference to your last letter
inquiring about the list of our property
I am sorry that I did not send it
at a earlier date. But owing to
some of the things left out it took us
this long. Listed below is the things
that was not listed in your list.
In packing shed 500 crates — Jam crates

Basement of house 70. bales straw
Kitchen 3 boxes of dishes etc.
hand saw and a square
boy's light and generator
2 sets of clothes iron.

I don't know what will can do about
this missing articles but with this the
list will be complete.

? no check.

Yours truly
Saburo Shigehiro

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

OLD YALE RD

Coffey

3918

RECEIVED

NOV 11 1942

300 yds north of the old
the right foot road.

Box 45 Raymond Alta,
Nov. 7th 1942.

Mr. R.D. Richardson,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver B.C.

Dear Sirs,

In reference to your last letter
of the 2nd instant about the missing
chattels. I have stated the number of
articles and where they were left in
my last letter enclosed with your
list. But evidently you did not receive
it according to your letter so I will
relist it again below.

In basement of house - 3 boxes of large
dishes etc

In packing shed 65 bales of straw

In kitchen of house - hand saw and
square ✓

(The house and packing shed
referred to is situated on
the old Yale road on my
property where the rest of
my chattels were.)

2 clothes irons ✓
bicycle light & generator
Yours truly,

Saburo Shigehiro

3918

November 25th, 1942.

Mr. Saburo SHIGEMIRO,
Reg. No. 12661,
Box 45,
Raymond, Alta.

Dear Sir:

In reply to your letter of November 7th our men have made a re-check of your property and in addition to the list you signed have found:

In house (Kitchen)
1 Bicycle tube
1 Patching kit
1 Hand saw

1 Square
In Basement
4 Boxes of dishes
2 Bad irons

They were unable to locate the generator and light which you referred to. We note that instead of 3 boxes of dishes there were 4 and these items may be included in one of the boxes.

In your letter of October 12th you state that there are 70 bales of straw on the property. In your letter of November 7th you state the amount as 65 bales and at the present time according to our field men there was no straw to be found. According to your next-door neighbors, Mr. Inouye of the Surrey Berry Growers Association took all the straw away some time ago.

We trust you will find this satisfactory.

Yours truly,

R. D. Richardson.
Farm Department.

WEA/EM

3913,5788

November 25th, 1942.

Mr. Zennosuke INOUE,
Reg. No. 03243,
Kaslo, B. C.

Dear Sir:

Re: Saburo SHIGEHIRO

Mr. Shigehiro has written us to the effect that he had a large quantity of straw on his property upon evacuation. We have been informed by the neighbors that Mr. Inoue of the Surrey Berry Growers Association took the straw from the property.

We would appreciate your notifying Mr. Shigehiro and also this office if this is correct, and advise who received credit for the value of said straw.

Yours truly,

R. D. Richardson.
Farm Department.

WEA/EM

Richardson
Anderson

Department of the Secretary of State
Office of the Consul
Japanese Consulate Section

London, E.C.

December 3rd, 1941

8788-1000 to London

File 7-118, 8788

OFFICE OF THE SECRETARY
JAPANESE SECTION
RECEIVED
DEC 7 1941

Dear Sir,

I have received your letter dated December 25th in which you state that Mr. Salmer's sheep has left a large quantity of straw on his property for vaccination. You have also stated that the neighbors were informed you, that I took the straw from his property. Not I, myself, but the Sherry Berry Growers' Association took the straw from his property. Mr. Shipins was supplied with straw for his farm, as had the other members here. But since he did not use the straw due to vaccination, the association took the straw and sold them, as it had bought the straw with its own money. The Association has nothing to do with the straw. Since Mr. Shipins is a friend of mine, he has just asked me to get the pay for the straw which is owed to him, from the Association. He would appreciate

very much of the same nature as the
Lough.

Right 05243
Yours truly,
James Smith

File N^o 3918.

EVACUATION SECTION	
Rec'd	JAN 21 1943
File No.	3918
Ans.	
Referred	Richardson

Box 45 Raymond Alta,
January 22nd 1943.

Department of the Secretary of State,
Office of the Custodian,
Vancouver B.C.

Dear Sirs,

In reference to your letter of the 12th instant about the wood on my property. Please leave the wood at, and around the house.

But I want to sell the wood that is cut in the woods. There is approximately 70 cords there. Four foot lengths and stove lengths. I like to sell it for about one hundred and seventy five dollars \$175.00 for the 70 cords. There are also trees there that are trimmed but I want this left alone.

Thanking You,

Yours truly,
Saburo Shigehiro

File No. 3918

EVACUATION SECTION	
Rec'd	FEB 10 1943
File No.	3918
Ans.	17/28
Referred	<i>[Signature]</i>

out to me at
% Angelo Doras
Box 42 Raymond Alta,
Feb. 8th 1943

Office of the Custodian,
Vancouver B.C.

Dear Sirs,

In reference to wood in the
wood shed I herewith authorize you
to sell it for me. But please leave
the wood in the house, that is down
in the basement.

If possible I wonder if you
could send us a hat, pictures and
Japanese books in the bed room of
our house.

There is some lime and sulphur
in the basement of the house. I wish
you would sell these for me because if
they are left there, it will only spoil.

Thanking you,

Yours truly,

Saburo Shigehiro.

3918

4th May, 1943.

Mr. Saburo SHIGEMIRO,
Registration No. 12661,
c/o Angelo Boras,
Box 45,
Raymond, Alberta.

Dear Sir:

In accordance with your instructions we have been negotiating on your behalf to sell the cut wood on your property in Surrey. You stated in your letter that there were approximately 70 cords of wood for which you required \$175.00, and we contacted several firms and people in an attempt to sell the wood at this price, but have been informed through reliable sources that there are approximately only 30 to 40 cords of useable wood, excluding that in the wood shed and basement.

Because of the difficulty in having this wood removed from the property, the highest bid we have received for same is \$65.00. We would appreciate your consideration in selling the wood at this price, as we understand that the alder is getting very punky and will be valueless if not sold before fall.

Yours truly,

R. D. Richardson,
Farm Department.

WEA:GF

EVACUATION SECTION	
Rec'd	MAY 21 1943
File No.	3918
Ans.	
Referred	Anderson

Mr. Saburo Shigehiro
 Reg. No. 1266,
 % Mrs. J. A. Herget
 Stirling Alta.
 May 20 1943.

Mr. R. D. Richardson
 506 Royal Bk. Bldg.
 Hastings & Granville Sts.
 Vancouver, B.C.

Dear Sir: -

I received your letter to me of May 4th in your file No 3918, and noted content of same, and thanking you for your effort in negotiating on my behalf. You stated in your letter that there are only 30 to 40 cords of usable wood on my property outside of that in the basement and wood shed, and the highest offer you had for the same was only \$65.00, but I feel quite sure that there are much over 40 cords of wood of good quality on my property, and such a price is rather too low. I think it should sell for \$80 dollars at the very least, and I would appreciate it very much if you would arrange it sell for at this price.

Please let me know immediately
if this is not possible.

Please send all future communication
to the above new address.

Yours truly,

S. Shykhiss.

NOTE
a letter attached)
H.M.E. Jan 27/44.

Custodian's Office ,
Vancouver B.C.

Dear sir:-

S. Shigehiro
c/o G.A. Herget ,
Stirling Alta.

Oct. 26th /43.

EVACUATION SECTION	
Rec'd	OCT 29 1943
File No.	3718
Ans.	
Referred	<i>Shigehiro</i>

This is the list of the personal goods that
I wish to have shipped to me at my present address.

(a) One SUIT CASE containing a Japanese string instrument.
(This was stored at my neighbors place. I will write to them and ask
them to have it ready for shipping.)

(b) One JAPANESE WORSHIPPING CABINET left in the kitchen.

(c) One HAND SAW and One TWO FOOT SQUARE left in kitchen.

(d) One MAN'S HAT ----- in the bedroom.

✓(e) One bundle of PICTURES ; (personal treasures in) " .

(f) One BOILER for washing purposes in the " .

(g) One roll of OIL CLOTH " " " .

✓(h) One bunch of JAPANESE MAGAZINES " " " .

(i) JAPANESE DISHES and ENGLISH TEA SET in boxes in basement.

(j) GARDEN HOES unused TWO pieces in the basement .

I agree to pay for for the charges that is required for the
shipping of these goods. Will you please take the cost of the shipping
out of my account at your office. My property discription,

Thanking you in anticipation of your kindly services

I remain ,

Yours truly ,

Saburo Shigehiro

Custodian's Office
506 Royal Bank Bldg
Vancouver B.C.

EVACUATION SECTION	
Rec'd	FEB 21 1944
No.	3918
Ans.	WCA
Referred	Anderson

Feb 17

Dear Sir,

I have today received a following number of articles shipped by you and thanking you very much for the same.

- ① Suitcase containing Japanese string instrument.
- ② One bundle of pictures
- ③ One book of Japanese magazines.

Now, in my application forms which I have forwarded to you Oct 26th 1943, I have put down following number of other personal goods that I wished to have shipped to me, which I did not with this shipment.

The list as follows:-

- ① One hand Saw and One two foot Square
- ② One, man's hat
- ③ One, Boiler for washing purpose
- ④ One, Roll of Oil-Cloth
- ⑤ Japanese Kishes and English Tea set
- ⑥ Garden Hoes unused Two pieces,

Will you please let me know when I will be able to have those above list of goods yet not received, shipped out to me, and

if in the case where the above mentioned
goods were stolen or taking away from
the storage and not there to be sent out to
me, please let me know by writing. Also
if this is the case and, if quite possible
please send back my application form
which I sent to you Oct 26/43 for I wish to
keep the same for my future reference.

Thanking you again for your kind
services!

Yours truly
Saburo Shigehiro
Reg # 12661

EVACUATION SECTION

Rec'd FEB 25 1944

File No. 3948

Ans. *W*

Referred *Anderson*

Saburo Shigehiro,
c/o G.A. Herget,
Stirling Alberta,
Feb. 17th - 44.

Custodian's Office,
Vancouver B.C.

Dear sir :-

Re :- My letter of Oct. 26th - 43.

Of the list of ten items that I asked you to send me only items (a), (e), and (h) were sent to me. Please advise me as to what happened to the following articles:-

- (b) One JAPANESE WORSHIPPING CABINET left in the kitchen.
- (c) One HAND SAW and One TWO FOOT SQUARE " " "
- (d) One MAN'S HAT left " " bedroom.
- (f) One BOILER for washing purposes " " "
- (g) One roll of OIL CLOTH " " "
- (i) Japanese dishes and English tea set in boxes in basement.
- (j) Garden HOES unused, 2 pieces left " "

The items a, e, and h were received on the 15th of this month.

Please check up and send me the items from (b) to (j) exclusive of (e) and (h), at your earliest convenience.

Anticipating an early reply

I remain,
Yours truly,
Saburo Shigehiro.

3918

February 22, 1944.

Mr. Saburo SHIGEHIO,
Registration No. 12661,
P. O. Box 45,
Raymond, Alberta.

Dear Sir:

We wish to acknowledge your letter of February 17, 1944, and have noted the items omitted in shipment to you.

The tenant who was on your property left without notification, apparently sometime ago. The house was ransacked and the items requested by you for shipment which were not shipped are missing and have apparently been stolen.

We have been attempting to locate the tenant but without success and until we do contact him, nothing further can be done in the matter.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

C
O
P
Y

BRITISH COLUMBIA SECURITY COMMISSION

Lethbridge, Alta.
November 22nd 1944

Mr J.N.Lister, General Manager, Vancouver, B. C.

Re Saburo SHIGEHIRE #12661

The above person, upon being evacuated to Alberta, turned his truck over to Mr Leard, an agent of the Brackman-Ker Milling Co.Ltd., of New Westminster, B. C. instead of declaring same to the Custodian of Enemy Property. In the past year Mr Shigehiro has been endeavouring to get a statement from Mr Leard as to what disposition he has made of this truck, or if he still has it in his keeping, but can get no reply from him so he has, therefore, as usual brought his troubles to us.

I have advised him to declare this truck to the Custodian, with the possibility that the Custodian may locate it and get possession for Mr Shigehiro, and if they can get possession Mr Shigehiro wishes the truck to be sold and proceeds from sale to be deposited to his credit.

The truck is a six cylinder International half-ton truck, serial #K1-1733; motor #214-40060. In 1941 when Mr Shigehiro was evacuated this truck carried license No. C-7775 and in 1942 it had license No. CX-271, with a "K" license #20747.

Trusting you may be able to aid in securing this truck through the Custodian.

(sgd) A. Wright
Welfare Officer.

3918

December 7th, 1944.

Mr. Hollis Leard,
1155 East 17th Avenue,
Vancouver, B. C.

Dear Sir:

Re: Saburo SHIGEHIO - Reg. No. 12661

About a week ago Mr. Marsden, your solicitor, discussed with the writer details of the transaction you had with subject Japanese regarding his International half-ton truck.

We expected that you would be making full settlement relative to this deal before now and are at a loss to understand why we have not heard from you. It is necessary that this matter be settled immediately and we, therefore, ask that you supply us with a full accounting and your cheque in full for any monies due, within the next week.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:OH

ENEMY SECTION	
Rec'd	DEC 30 1944
File No.	
Ans'd	
Refer'd	/

December 29, 1944.

Mr. K. W. Wright,
Counsel of the Custodian,
509 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

File # 3918.

Re: Yours of December 9th, Saburo Shigehiro.

Said truck was disposed of in 1942 and the monies
sent to him in the manner specified by him.

I have written to the Japanese regarding this
matter, but as yet have had no reply. It seems
to me that he is trying to play me for a sucker
and I do not intend to make a donation to him.

Yours very truly,



Hollis Leard.

HL/N.

509 Royal Bank Building,
Vancouver, B. C.
December 30th, 1944

3918
Legal Department

Mr. Saburo Shigehiro,
Registration No. 12661,
c/o G. A. Harget,
Stirling, Alberta

Dear Sir:

The following communication was addressed to Mr. Hollis Leard on the 19th instant:

"You have been advised that information has been received by the Custodian to the effect that the above named instructed you to dispose of his International Half Ton Truck prior to evacuation.

According to our information, the truck was not sold prior to the owner's departure from the protected area and since then you have failed to report or remit.

We understand that your solicitor has already advised you concerning the Custodian's right to demand an accounting and collect the amount due under the existing Orders in Council and the Revised Regulations Respecting Trading With The Enemy (1943).

Immediate settlement of this matter must now be made by you. We hope you will attend to this at once and thereby avoid proceedings".

We have received a reply from Mr. Leard under date of the 29th instant, in part as follows:

"Said truck was disposed of in 1942 and the monies sent to him in the manner specified by him.

I have written to the Japanese regarding this matter, but as yet have had no reply".

Please let us know the amount you have received as well as an explanation of the suggestion that you specified the manner of remittance.

Yours truly,

KWE/JF
REGISTERED

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

Mr. K.V. Wright,
Counsel to the Custodian,
509 Royal Bank Bldg.,
Vancouver B.C.

Dear sir :-

Re: File #3918.

Saburo Shigeniro,
Reg. # 12661,
c/o C.A. Harget,
Stirling Alta.,
Jan. 4th - '45.

ENEMY SECTION	
Rec'd	JAN 8 1945
File No.	
Ans'd	
Refer'd	

I, H. Fujiki of Stirling, have been doing all of the correspondence for Saburo Shigeniro to Mr. Hollis Leard; and he has come to me again to get in touch with you and to reply to your letter of December 30th of 1944.

This is the first time that Saburo Shigeniro knew that his truck had been disposed of. And he says that he has not received any monies whatsoever for the alleged sale. S. Shigeniro has not received any letter or letters from Mr. H. Leard regarding the sale of the truck.

As a matter of fact I received a letter from Hollis Leard written on the 20th of FEBRUARY 1944 stating that the truck was in storage for the duration. Then how could the truck have been disposed of in 1942 if he was not telling an out an out lie?

I wrote Mr. Leard several times in 1943, requesting him to give us particulars as regards the condition of the truck and how he had stored the vehicle; but we could get NO reply. Then I was asked to write to BRUCE sales manager of the BRACKMAN-KIRK MILLING Co., Ltd., of New Westminster to see if he would get in touch with Mr. Leard. It was just after this that I received Hollis Leard's letter of the 20th of Feb. '44.

The reason S. Shigeniro wrote H. Leard was to find out the condition of the truck and if the market was favourable, to have Hollis Leard make arrangements to sell the truck. We have been trying to get in touch with Mr. Leard since his correspondence of Feb 20th '44 but as yet there has been no reply.

Because of Mr. Leard's negligence S. Shigeniro was forced to ask the Custodians Office to take a hand and help settle the matter.

Just how does Mr. Leard claim that he sent this money or money ? (if he really has sent any) And just how does he explain this "manner specified by him" business ?

What is Hollis Leard trying to do ? Pull your legs or is the letter that he WROTE to me on the 20th of Feb. '44 a flat lie.

Please find enclosed a TYPED receipt of Mr. Leard's hand written letter of Feb., 20th '44. I am keeping the original letter that was addressed to me, H. Fujiki.

Hoping that this answers your letter of the 30th of Dec.,

'44

I remain,
Yours truly,

H. Fujiki

Saburo Shigehiro

Type written recopy of Mr. Leard's letter of
FEBRUARY 20th '44

Vancouver B.C.

Feb., 20th - 44.

H. Fujiki

Dear sir :-

Re yours of Jan. 3rd.

In the first place after the trouble I went
to to help your people at the time of evacuation I did not appreciate
your letter to the firm I work for.

I have explained the situation to Ken Sunada and
asked for a reply as to satisfaction.

Things have been taken care of and stored for
the duration.

Yours

H.L.

509 Royal Bank Building,
Vancouver, B. C.
January 11th, 1945

3918
Evacuee Section

Mr. Hollis Leard,
1155 East 17th Avenue,
Vancouver, B. C.

Re: Saburo SHIGEHIRO

Dear Sir:

Upon receipt of your letter of the 29th ultimo, we wrote the above named and have received a reply signed by H. Fujiki and Saburo Shigehiro, in part as follows:

"I, H. Fujiki of Stirling, have been doing all of the correspondence for Saburo Shigehiro to Mr. Hollis Leard; and he has come to me again to get in touch with you and to reply to your letter of December 30th of 1944.

This is the first time that Saburo Shigehiro knew that his truck had been disposed of. And he says that he has not received any monies whatsoever for the alleged sale. S. Shigehiro has not received any letter or letters from Mr. H. Leard regarding the sale of the truck.

As a matter of fact I received a letter from Hollis Leard written on the 20th of February 1944, stating that the truck was in storage for the duration. Then how could the truck have been disposed of in 1942 if he was not telling an out and out lie?

I wrote Mr. Leard several times in 1943, requesting him to give us particulars as regards the condition of the truck and how he had stored the vehicle; but we could get no reply. Then I was asked to write to Bruce, sales manager of the Brackman-Ker Milling Co., Ltd., of New Westminster to see if he would get in touch with Mr. Leard. It was just after this that I received Hollis Leard's letter of the 20th of Feb. '44.

The reason S. Shigehiro wrote H. Leard was to find out the condition of the truck and if the market was favourable, to have Hollis Leard make arrangements to sell the truck. We have been trying to get in touch with Mr. Leard since his correspondence of Feb. 20th '44 but as yet there has been no reply.

We also have copy of your letter of February 20, 1944, as follows:

"Re yours of Jan. 3rd.

In the first place after the trouble I went to to help your people at the time of evacuation I did not appreciate your letter to the firm I work for.

I have explained the situation to Ken Sunada and asked for a reply as to satisfaction. Things have been taken care of and stored for the duration.

Yours,

H. L."

Under the circumstances the Custodian requires an early settlement and will expect to receive a cheque for the full amount of the sale price in the course of the next ten days. Failure on your part to comply with this demand will leave but one course open to us. We hope you will give this matter your prompt attention and thereby avoid the costs of litigation.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

WV/ST
REGISTERED

3918
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
January 25th, 1945

Mr. Saburo Shigehiro,
Registration No. 12661,
c/o G. A. Herget,
Stirling, Alberta

Dear Sir:

Your communication of the 4th instant was duly received and on the 11th instant we wrote Mr. Leard along the lines of your letter and indicated that under the circumstances the Custodian required an early settlement and would expect to receive a cheque for the full amount of the sale price in the course of the next ten days. Mr. Leard has not replied to our communication and it would appear he does not intend to pay any attention to our demands; also that there is but one course open if you desire to press the matter and that is to issue a Writ.

I find on looking up your account that the balance at credit at this office amounts to \$1187.23.

Mr. Leard has acknowledged that he had the truck in his possession and if an action is brought, the onus would be on him to prove payment. We cannot at this stage state what evidence he might produce in support of his contention. It seems reasonable to suggest that judgment should be in your favour, but if judgment was delivered against you, the costs of the action would necessarily come out of your funds now in our hands.

We would like you to write us as soon as possible and let us know what you wish us to do.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/JT

力大下、事、同様
軍、中、領、事、科

Saburo Shizaburo,
c/o G.A. Herget,
Stirling Alta.,
January 20th-45.

3918

Mr. A.W. Wright,
Counsel for the Custodian,
539 Royal Bank Bldg.,
Vancouver B.C.

Dear sir:-

This is to acknowledge receipt of your letter of the 20th instant.

It was in the early part of March of 1942 that we were notified by the secretary of the Surrey Berry Growers Ass'n., that the manager of the Brackman-Kerr Milling Co., told our secretary that the company would be only too glad to help out the Japanese by taking care of their trucks. I trusted the word of the company and so when Mr. Leard came out to the Berry Hall I transferred my truck in his name with full confidence and trust.

I did not dream that things would turn out like this and although you have let me know that there is just one course to take i.e. "to issue a writ", I rather hesitate to do so on the grounds that I did trust Mr. Leard and I would not like to cause him any unnecessary embarrassment.

When he states that he sent me the money for the sale of the truck that is a bald faced lie. If he did send it then there is bound to be some record left either at the Post Office or at the Bank; which could be easily checked on. I HAVE not received any money from him for the so called sale of my truck.

In the hopes of avoiding a Law-suit I am going to write to the Manager of the firm where Mr. Leard is employed and see if this matter can not be settled outside of the court. However, if I do not get a satisfactory reply then there is nothing for me to do but ask you to take action for me.

Although you are a very busy man; if you can and will, I would appreciate it very much if you would go out to New Westminster and have a talk with the manager of the Brackman-Kerr Milling Co. You may even get a chance to talk to Mr. Leard himself at his office.

Thanking you for the past favours,

I remain,
Yours truly,

ENEMY SECTION	
Rec'd	FEB 1 1945
File No.	
Ans'd	
Refer'd	

力大下、事、同様
軍、中、領、事、科
3918
Mr. A.W. Wright,
Counsel for the Custodian,
539 Royal Bank Bldg.,
Vancouver B.C.
Dear sir:-
This is to acknowledge receipt of your letter of the 20th instant.
It was in the early part of March of 1942 that we were notified by the secretary of the Surrey Berry Growers Ass'n., that the manager of the Brackman-Kerr Milling Co., told our secretary that the company would be only too glad to help out the Japanese by taking care of their trucks. I trusted the word of the company and so when Mr. Leard came out to the Berry Hall I transferred my truck in his name with full confidence and trust.
I did not dream that things would turn out like this and although you have let me know that there is just one course to take i.e. "to issue a writ", I rather hesitate to do so on the grounds that I did trust Mr. Leard and I would not like to cause him any unnecessary embarrassment.
When he states that he sent me the money for the sale of the truck that is a bald faced lie. If he did send it then there is bound to be some record left either at the Post Office or at the Bank; which could be easily checked on. I HAVE not received any money from him for the so called sale of my truck.
In the hopes of avoiding a Law-suit I am going to write to the Manager of the firm where Mr. Leard is employed and see if this matter can not be settled outside of the court. However, if I do not get a satisfactory reply then there is nothing for me to do but ask you to take action for me.
Although you are a very busy man; if you can and will, I would appreciate it very much if you would go out to New Westminster and have a talk with the manager of the Brackman-Kerr Milling Co. You may even get a chance to talk to Mr. Leard himself at his office.
Thanking you for the past favours,
I remain,
Yours truly,
SABURO SHIZABURO
c/o G.A. HERGET
STIRLING ALTA.
JANUARY 20TH-45.

3918
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
February 22nd, 1945

Mr. Saburo Shigehiro,
Registration No. 12661,
c/o C. A. Herget,
Stirling, Alberta

Dear Sir:

We have for acknowledgment your communication of the 29th
ultimo.

In accordance with your suggestion, we contacted Mr. Leard
at New Westminster a few days ago. Mr. Leard states that he sold the truck
and remitted eight \$100.00 bills in an envelope addressed to you. He fur-
ther states that it was mailed in the presence of a friend and he will so
testify if an action is commenced. Mr. Leard advises that he has no inten-
tion of paying the amount twice and will enter a defence to any legal pro-
ceedings that may be instituted.

This matter has been brought to the attention of the Sales Manager
of the Brackman-Ker Milling Company, but they feel that there is nothing they
can do in the matter.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/JF

MEMORANDUM

File No. 3918

ENEMY SECTION	
Rec'd	FEB 20 1945
File No.	
February 17th, 1945.	
Refer'd	

TO: Mr. Shears

FROM: Mr. Anderson

Re: Saburo SHIGEHIO
Reg. No. 12661

At the request of Mr. K. W. Wright, I contacted Mr. Hollis Leard at the office of the Brackman-Ker Milling Co. on February 14th, and brought up the subject of proceeds derived from the sale of a truck.

Mr. Leard states that he sold the truck and, in accordance with instructions from the Japanese, remitted eight only \$100.00 bills in an envelope to their present address. He stated he wrote no letter with it but mailed it in the presence of a friend whom he can produce.

He states that he has absolutely no intention of paying this amount twice, and in the event of a writ being issued he will just have to face it.

I spoke to Mr. Bruce McCurrach, Sales Manager of the Brackman-Ker Milling Co., who stated he had also taken the matter up with Mr. Leard at the request of the Japanese and had received the same reply.

WMA:OH

W. H. Anderson

Saburo Shigehiro,
Reg. #12661,
c/o G.A. Herget,
Stirling Alta.,
Feb. 19th - 45.

Mr. K.W. Wright,
Counsel for the Custodian,
Royal Bank Bldg.,
Vancouver B.C.

Dear sir :-

ENEMY SECTION	
Rec'd	FEB 23 1945
File No.	
Ans'd	
Refer'd	

Re: File #3917.

I sincerely hope that you will pardon my delay, but as you may know, I have been endeavouring to get in touch with the Manager of the firm that Mr. Leard works for and have been trying to get a settlement out side of court but so far I have not received any reply.

The only course that seems to be open to me, is for me to have you issue a writ and press the matter for an early settlement. I here by give you full authority to represent myself, Saburo Shigehiro, and take the necessary actions against Mr. Leard.

Please find enclosed a letter that was sent to H. Fujiki regarding the status of my truck. Also find enclosed a report from the Motor Vehicle Branch B.C. Police of Victoria.

Hoping that these information will be of value to you,

I remain,

Saburo Shigehiro

3918
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
February 23rd, 1945

Messrs. Locke, Lane, Guild & Sheppard,
Barristers and Solicitors,
470 Granville Street,
Vancouver, B. C.

Attention: Mr. Sheppard

Re: Saburo SHIGISHIRO

Dear Sirs:

The Custodian was informed about two months ago that the above named handed over his International Half Ton Truck to Hollis Leard, 1155 East 17th Avenue, Vancouver, B. C., prior to evacuation. According to our information the truck was not sold prior to the owner's departure from the protected area.

We wrote to Mr. Leard asking him to account for the monies received and you will note on the above numbered file, which we enclose, a letter from Leard under date of December 29, 1944, indicating that the truck was disposed of in 1942 and the monies sent to the owner "In the manner specified by him".

We draw the following to your attention:

1. Letter to the writer from Shigishiro, 4th of January, 1945.
2. Custodian's letter to Leard, January 11th, 1945.
3. Letter to Custodian from Shigishiro, January 29th, 1945.
4. Letter to Shigishiro, February 22nd, 1945.
5. Letter from Shigishiro to Custodian, February 19, 1945, which crossed our letter of February 22nd, 1945.

Leard claims that the truck was sold for \$900.00 and that he sent eight \$100.00 bills by mail to Shigishiro. This is denied by Shigishiro and he wants to sue.

I would like to discuss this case with you at your early convenience.

Yours truly,

KWF/JT
Encl.

E. W. WRIGHT
COUNSEL TO THE CUSTODIAN

Mr. K.W. Wright,
Counsel to the Custodian,
Vancouver B.C.

Dear sir :-

Re:- File No. 3918.

This is to acknowledge receipt of yours of the 22nd instant.

Is Mr. Leard trying to take advantage of the fact that I am classified as an Enemy Alien? Does he think he can bluff me out of the money from the sale of my truck? If I had received any money from Mr. Leard, would I have tried time and time again to get in touch with him and request news of my truck? Would I have written to the Brackman-Kerr Milling Co., Ltd., and then finally the Custodians Office? I would be worse than a fool to ask your office to take action if I had received the money. I'd have no grounds to stand on.

Then again, if mind you, if he actually sent the money, eight one hundred dollars bills as he says, does he mean to admit that he was so irresponsible as to send such a large sum of money (cash) without REGISTERING the mail? I know I can say, without blushing, that I am honest enough to send him a letter of acknowledgement on receipt of the above mentioned cash (if such cash really was sent) and also thank him for the trouble.

However, on receipt of information from the Motor Vehicle Dept., of the B.C. Police in Victoria, I have learned that the truck was actually retransferred prior to my evacuation; a whole month before we left the coast. Why then did I not receive payment for the sale of my truck or why was not I notified of the sale? How can Mr. Leard account for the letter of Feb., 20th/44 when the truck was sold in the March of 1942.

In closing I emphatically deny receiving any money from Mr. Leard for the sale of my truck. Hoping that this answers yours of the 22nd. Please press the matter to the limit and take action as I am giving you full authority to act on my behalf.

Yours truly,

Saburo Shigehiro

Saburo Shigehiro,
Reg.#12661,
c/o G.A. Herget,
Stirling Alta.,
Feb. 22nd/45

ENEMY SECTION

MAR 1 1945

Rec'd

File No.

Ans'd

Refer'd

SS/HF

LOCKE, LANE, GUILD & SHEPPARD
Barristers & Solicitors

W. B. LANE
F. A. SHEPPARD, M.C. (BARR.)
J. H. YOUNG
C. H. GUILD, M.C. (MAN)
H. L. YULE
S. C. LANE
C. C. LOCKE

703 Rogers Building

Vancouver, B. C.

March 16th, 1945.

ENEMY SECTION

Rec'd MAR 19 1945

File No.

Ans'd

Refer'd

Office of the Custodian,
509 Royal Bank Bldg.,
675 West Hastings Street,
VANCOUVER, B.C.

Dear Sir:-

Re : Saburo SHIGEHIRO,
File No. 3918 Evacuee Section

Saburo Shigehiro transferred his truck to Hollis M. Leard; Leard sold the truck to one, May, for \$900.00 cash, and claims he sent eight one-hundred dollar bills in a letter to Shigehiro as Shigehiro instructed; Shigehiro states no money has been received and in so saying he may be correct in that Leard wrote to Fujiki under letter of February 20th, 1944 that he, Leard, had stored the truck for the duration; then you began enquiries and learned that the truck had been sold and informed Leard that you knew this. On December 29th, 1944 Leard wrote to you stating that the truck had been sold in 1942 " and money sent to him in the manner specified by him. " Shigehiro has by his latest letter, that is, of February 26th, 1945, instructed you to "take action as I am giving you full authority to act on my behalf. " The question of title raises some difficulty but the material facts are as follows :-

Early in March 1942 Shigehiro transferred the truck to Leard; on March 20th, 1942 Leard transferred to Henry R. May of No. 191-6th Road, Eburne, B.C. May paid \$900.00 to Leard. The question arises whether to bring action in the name of the Custodian or in the name of the Japanese. There would be some advantage in proceeding in the name of the Custodian and in bringing the Japanese as witnesses, but the difficulty arises in establishing sufficient title in the Custodian. The Order-in-Council P.C.1486

Office of the Custodian.

of February 24th, 1942 and notice pursuant thereto of February 26th, 1942 forbids the use or possession of a motor vehicle by a Japanese and orders such Japanese to turn over the motor vehicle to a Justice of the Peace or Peace Officer, but we agree with your view that this Order-in-Council does not vest any title in the Custodian, therefore the title of the Custodian would depend upon P.C. 2483 Sec. 12 (1). The motor vehicle was not "delivered up to any person by the owner pursuant to an order of the Minister of Justice," therefore that part of 12 (1) is not applicable. So far as vesting by the Japanese registering or his being evacuated at the time this occurred in April he had been previously divested of all interest. On March 20th, 1942 the Motor Vehicle was registered in the name of May, a bona fide purchaser. We are, therefore, unable to see any title in the Custodian which would support an action.

As to the position of Shigehiro he was dealing with this motor vehicle illegally, contrary to P.C. 1486 of February 24th, 1942 and notice pursuant thereto of Feb. 26th, 1942, and that places him at a disadvantage in bringing an action and asking the assistance of the Court. You will remember that not merely possession was delivered to Leard but the right to the property itself was transferred, in that Leard was placed upon the register as the owner of the motor vehicle. It is, therefore, open to the Court to find this was not a bailment for sale in which the remedy would be on the common law side, but it was a trust of a motor vehicle for sale, and being a trust it permits the Court the discretion to refuse relief to a plaintiff "not having clean hands". That principle should not be applied to defeat Shigehiro's cause of action as numerous cases have stated it will not permit a trustee to appropriate trust funds to himself, and on that principle the Court has given relief to an individual plaintiff who has been a party to an illegal Association by directing the funds of the illegal Association to be returned to the individual members, that is to prevent the trustee converting these monies to his own use. As against this the Court has a discretion in refusing relief and is not necessarily bound by the exercise of discretion in the previous cases. Where a trust has been set up to defraud creditors the Courts uniformly deny any relief to the settlor, and have permitted the trustee to keep the property as his own. As to which line of

Office of the Custodian.

cases the Trial Judge would follow is essentially within the discretion of the Trial Judge.

That danger of an adverse discretion is not completely excluded by the action being brought in the name of the Custodian, for the only method of the Custodian making title is through Shigehiro. Under P.C. 2483, 12 (3) the Custodian can declare himself vested with the cause of action which Shigehiro has against Leard but strictly as the Custodian would be asserting a cause of action derived from Shigehiro therefore that cause would be tainted by Shigehiro's acts and the Custodian should stand in no position superior to that of Shigehiro. As a practical problem we would think the Court would be much more adverse and even would be reluctant to exercise that discretion against the Custodian.

The question is really whether the Custodian would choose to assist this Japanese by asserting a cause of action in the name of the Custodian; that question is essentially one of policy. There is no doubt whatsoever that the Japanese got into this position by trying to evade the Orders-in-Council, that is by trying to avoid having the property administered by your office. Therefore, we do not see how he could have any complaint if you should decline to bring action on his behalf to assist him to evade the consequences which have arisen from his own acts. Even if you decide the action must be brought in the name of the Japanese we are of the opinion that he should proceed with the action. Leard has admitted receiving the truck on terms of sale and account and has admitted that he sold the truck, that establishes a prima facie cause of action and an obligation on Leard to account. The onus will, therefore, be shifted to Leard to establish a defence, and he will probably try to establish (1) that he has accounted, and (2) "unclean hands". The first defence which will no doubt be his principal defence should fail. He wrote in 1944 that the motor vehicle was then in storage and being stored until the end of the war, later when you discovered it had been sold he said he had sold it but remitted the moneys to the Japanese by a most unusual method, eight one hundred dollar bills in an envelope. We would expect the Court should have little difficulty in finding he was not telling the truth; having come to that conclusion we think the Court would not and should not exercise its discretion to disallow relief to Shigehiro when it would thereby be assisting Leard to cover up his misappropriation of these funds. We are only pointing out that if the Court did refuse

Office of the Custodian.

relief there would be no redress by appeal. However, that is a risk which Shigehiro has brought upon himself by his own actions and he may very well be called upon to assume them. In the meantime as we have agreed we will withhold action until you decide whether the action will proceed in the name of Shigehiro or the Custodian.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per : *FWS*

FAS/EB.

3918
Evacuee Section

509 Royal Bank Building,
Vancouver, B. C.
March 27th, 1945

Mr. Saburo Shigehiro,
Registration No. 12661,
c/o G. A. Herget,
Stirling, Alberta

Dear Sir:

In your letter of the 26th of February, 1945, you requested us to take action on your behalf against Hollis M. Leard, and a question has arisen in regard to the establishment of sufficient title in the Custodian.

The Order in Council P.C. 1486 of February 24, 1942, and Notice published in the Canada Gazette, the 26th of February, 1942, directed persons of the Japanese race to turn over their motor vehicles to a Justice of the Peace. Order in Council 2483, dated March 27, 1942, provided that motor vehicles not delivered up pursuant to the Order vested in the Custodian, but this would only apply to motor vehicles actually owned by a person of the Japanese race.

Search of the records in the Motor Vehicles Branch reveals that early in March, 1942, you transferred the truck to Leard and on March 20, 1942, Leard transferred this truck to Henry R. May, who evidently paid \$900.00 to Leard. May was therefore a bona fide purchaser and it does not appear that the Order in Council, providing for vesting of title in the Custodian, would apply and enable the Custodian to take proceedings against Leard.

It does appear that you were dealing with this truck illegally and contrary to the Order in Council and Notice referred to, and consideration must be given to your position in bringing an action and asking for the assistance of the Court. We cannot overlook the fact that not merely possession was delivered to Leard, but the right to the property itself was actually transferred and Leard was recorded in the register as the owner of the motor vehicle.

Leard has admitted receiving the truck on terms of sale and account and has admitted that he sold the truck and an obligation to account to you seems to be established, and he will probably try to prove that he has accounted inasmuch

Mar 8/45

3918

Mr. Saburo Shigehiro

-2-

March 27th, 1945

that the funds were remitted according to your instructions.

It occurs to us that during your residence in this area you may have retained a Solicitor to act for you in certain matters and if so, it is suggested that he might now be consulted if you will let us know the name and address. We will be glad to acquaint him with all the facts and obtain his opinion as to the action that might now be taken on your behalf.

Please let us hear from you at an early date.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/JF

Mr. K.W. Wright,
609 Royal Bank Bldg.,
Vancouver B.C.

Dear Sir :-

ENEMY SECTION

Rec'd APR 13 1945

File No.

Ans'd

Refer'd

Saburo Shigehiro,
c/o G.A. Herget,
Stirling Alta.,
April 9th-45.

This is to acknowledge receipt of your letter of March 27th. I admit that I was very disappointed to find that you could not handle this case as the Counsel for the Custodian ;but I do realize that the Custodian could not handle this affair.

I wish to express my heart felt gratitude for the many kind and informative letters that I received from you.

Will you kindly return the papers that I sent you please ? They included the letter H. Fujiki received from Mr. Leard and the truck insurance paper.

As for the Solicitor that you inquired about ,I have none and as for the present I do not know of any one who would take a case where a Japanese brought action against an Occidenatal.

Anticipating an early reply and the return of above mentioned papers.

I remain ,

Yours truly ,

SS/HP.

Saburo Shigehiro,

Reg # 12661,

Shelving Alta.,

March 9th/46.

Office of the Custodian
Royal Bank Bldg,
Vancouver B.C.

EVACUATION SECTION	
Rec'd	MAR 13 1946
File No.	3918
Ans.	
Referred	Anderson

put to Mr. Peterson

Dear Sir:-

I have been asked by Mr. Saburo Shigehiro (#12661) to write you office. It is his request that his total credit be sent out to him as he is having a hard time to make ends meet, because of comparatively little work he could do between the last season.

He has stressed that the amount that his property was sold for does not meet his approval, but since he has to keep the family going, he asks to have the cheque mailed to him at the above address.

Amount \$500.00

I am

Yours truly

H. Shigehiro

Saburo Shigetani,
c/o Mr. L. N. Holman,
Stirling, Alta.
April 13th /46.

Office of the Custodian,
Administration Dept.,
Royal Bank Bldg.,
Vancouver B.C.

EVACUATION SECTION	
Rec'd.	APR 20 1946
File No.	3918
Ans.	
Referred	Anderson

Dear Sir:—

Re: your letter of the 28th inst.
file # 3918.

I have no record of any account
with the Surrey Berry Growers Co. of B.C.
for the amount of \$7.07.

Please do not make any payment
until I find out what I owe them—that amount
for.

Also please be advised as to the
change of my address. My present address
is c/o Mr. L. N. Holman, Stirling, Alta.

Write me for Surrey Berry Co. bill.

Yours truly,
Saburo Shigetani
Reg. # 12661.

Stirling Alberta
Nov 15th 1947

To The Custodians office
Department of the Secretary of State
of Canada Vancouver
B. C.

My mother and dad cannot talk English nor write in English. So my dad had a man to write for him. My dad could not speak to the man as well as he did it him self. In April 1942 we came to Alberta. When we came to Alberta we raised 15 acres of sugar beets. We could not raise enough money to make our living. So we went to the Security Commission and asked for some money. He did not give us any. He said to get the money from the custodian. He said to get it of the land. The \$500. you have gave us we paid it to the gracier. The check you just sent us. You have sold the land too cheap. So we will send it back with this letter. During the years before 1941 and 1941 we always used to earn over 6000. or more. To build the buildings it took over 1000. This land of ours we do not like to sell it. We would like to go back to British Columbia. It took us over ~~250~~ 250. to an acer. We need 20 to 25 boxes of dynamite to one acer.

And do some farming over there on our own land. On
our land we had a quite a bit that is not cleared.
There were lots of ~~the~~ trees that would be good for ~~land~~
lumber. We would like to go back and see how our trees
have grown since we have left there. You have
sold the land to cheap

I have

wrote this
letter

Tommy

Shigehiro

I just turned 14.

Saburo Shigehiro

V.L.A.

NOV 28 1947

JL 412

PC 567P234B.

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

- (1) NAME SHIOHIRO Saburo (RCMP) Reg. No. 12661
(Print Surname Given Name)
- (2) Pre-Evacuation Address South Westminster, B.C.
- (3) Present Address Stirling, Alberta.
- (4) REAL ESTATE
- (a) Street Address (if any) Municipality of Surrey B.C.
City or Municipality Province
- (b) Legal description (lot number, block number, section number, etc.)
Lots 23 to 41 (inclusive) of the N.E. 45 Acres of Section 21
Blk 5 N Range 2 West, Map 1622 in the District of New Westminster
Blk. 22 of part of Section 21 Blk. 5 North Range 2 West Map 1622
District of New Westminster.
Lot 21 of part of Section 21 Blk. 5 North Range 2 West Map 1622
District of New Westminster.
- (c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) ~~Residence~~ Type of business
(iii) ~~Business~~
(iv) ~~Any other type of property (describe)~~
- (d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) SOLE OWNER
- (e) Fair market value at date of sale (estimate this to the best of your ability):
- | | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|------------|
| (i) Land | 11 acres cleared | \$ 2200.00 |
| (ii) Buildings | 10 " not cleared | \$ 600.00 |
| | | \$ 2160.00 |
| (iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) | | \$ |
| (iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) | | \$ 4980.00 |
| (v) Amount at which Custodian sold property and credited your account | | \$ 1094.00 |
| (f) Loss (This figure is arrived at by deducting item (v) from item (iv)) | | \$ 3886.00 |
- (5) PERSONAL PROPERTY
- (a) Place or places at which property was left by the claimant at date of evacuation
on property
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
in house
- (c) How stored or packed at time of evacuation

(over)

DEFENCE BRIEF

Salvage ENGINEERING

File No. 3918

Case No. 499

LETHBRIDGE
2 April 1948
V.L.A.
Sheet A.28-18

REAL PROPERTY CLAIM

Claim 1

(All claims shown are Gross)

Claim

Appraised at

Sale Price

\$7200.

\$1114.60

\$1094.00

(Trans. Page 2)

Witness: Appraiser, B.C. Wormworth.

Question of valuation only.

Appraiser (Wormworth) reports -

House old, space beneath house
partly boarded up, no chimney.

Appraiser (~~Wormworth~~) reports -

House is unfinished though
getting old. The land remaining
uncultivated would cost more to
clear than the acreage would be
worth when cleared.

It is submitted that the real property was sold for
its fair market value.

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 2 Furniture & Farm Equipment

Claim reduced to

\$435.00

(Trans. Page 2)

Sold for

\$24.25

Claim for Stump Puller \$50. abandoned,
also 50% less for replacement value on
claim of \$919.35. (Trans. Page 2).

Claimant also had a truck but he abandoned
that claim also. (Trans. Page 13)

(a) Goods value \$	77.80	Sold by auction for \$24.25.
(b) " "	38.15	No record at any time. <i>not found</i>
(c) " "	319.05	Declared not found. (Theft)
	<u>\$435.00</u>	

Goods sold by auction for \$13.50 were not
claimed for. This amount is held in
Suspense Account as they were not iden-
tified as belonging to claimant.

Claimant stated that he had no time
given him to fill up the J.P. Form and
give a complete list of his chattels.
Some articles claimed for were not
declared and never found.

Mr. Anderson, a representative of the
Custodian, reported 27-1-44 - On thorough
inspection of this Japanese property, I
found that it had been completely ransacked
and everything of value taken. The house
was thoroughly looted.

The tenant, Mr. A.E. Betts, vacated the
premises without notification. Many
chattels were missing and Mr. Betts
could not be traced.

It is submitted that goods sold were sold for their fair
market value and the claim for chattels, which were not
sold, is grossly exorbitant.

Claim 3 Crops

Claim reduced to

\$1587.33

Appraised at

\$600.

Sold for

\$600.

(Trans. Page 3)

Claimant is claiming for strawberries only. (Trans. Page 3)

Crops were sold to Pacific Coast Packers for \$600. The Surrey Berry Growers Assn. valued the crop at \$600. and recommended the offer of \$600. be accepted from the Pacific Coast Packers.

Mr. Turcotte, counsel for claimant, thought that the Surrey Berry Growers Assn. would have been very wise to suggest selling the crop at whatever price they could get as there was nobody looking after the land by virtue of evacuation, for possibly in a week or so there would be no crop to sell and he thought \$600. was a good price under the circumstances.

Claimant stated that in 1941 he agreed to accept the Berry Growers Assn.'s advice as to the price of his crops which he sold and he stated that in that year he made a net profit of \$1500. He was asked if there was any reason why he should not accept the advice of the Assn. in 1942 if advised, as in 1941, but claimant did not reply.

It is submitted that the crop was sold for its fair market value.

Summary of Defence Witnesses

B. C. Wormworth

Trapp Motors

Mr. Carlsen

Where required

1 Appraiser

2 (a) Auctioneers

2 (a) Staff

BMP/mw

7918

November 16th, 1950.

Mr. Saburo SHIGEMOTO,
Shaughnessy, Alberta.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 499

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$962.66.

Cheque in your favour is enclosed for \$962.66
and we have paid the Co-Operative Committee .. Nil
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FOS/js
1 encl.

Name of Claimant **SEEMING, Saku**Case **479**

Custodian File

3928

<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 % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
					1094.					762.19
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price			
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
72.03	24.25	7.27	33.68%	362.97	122.24	630.	72.	201.51		
TOTAL RECOMMENDATION										962.66

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

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE
(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

10

Winnipeg, Manitoba,
April 2nd, 1948.

IN THE MATTER OF THE CLAIM OF
SAKURO HIGASHINO.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,

appearing for the
Dominion Government.

J.S. THROTT, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

D.J. HANFORD, Esq.,

Official Interpreter.

T.P. HENROBIN, Esq.,

Official Reporter.

30

B. Shigehiro,
In Chief,
Discussion.

THE COMMISSIONER: Are you ready to proceed with Shigehiro?

MR. TURCOTTE: Yes, my lord. My lord, if I may review some changes in the claim?

THE COMMISSIONER: Very well.

MR. TURCOTTE: Our claim for the land alone without buildings is \$5000.00.

THE COMMISSIONER: Instead of \$4980.00?

10 MR. TURCOTTE: Yes. He put the plants or roots in separately, but I think they should go in with the land, if they go in at all, and the building is \$1600.00, which makes a total of \$7200.00 for land and buildings for which he received \$1094.00, which leaves a net claim of \$6106.00.

Now, on the chattels for which he claims \$919.35, he is abandoning one item of \$50.00, a stump puller. He says that was broken.

THE COMMISSIONER: Where does that come in?

MR. TURCOTTE: Pretty well towards the end, my lord.

20 THE COMMISSIONER: I see it. That reduces the claim to \$869.35.

MR. TURCOTTE: \$869.35, and then he tells me when he made up his list, he put in replacement values and he thinks 50% would be a fair value for 1942 which brings it down to \$435.00. He received \$15.93 from the Custodian which makes a net claim of \$419.70.

30 Now he has made a claim for crop which the Custodian sold and I have gone into it rather thoroughly. He can't find any records of anything but strawberries. I think we will abandon everything

S. Shigehiro,
In Chief.
Discussion.

but the strawberries. It is \$987.33.

THE COMMISSIONER: Wait a minute, now. The 1942 crop reads \$2300.00, yes.

MR. TURCOTTE: I am leaving it at \$987.33 after crediting the \$600.00 that the Custodian sold the crop for. \$1587.33 is the claim.

THE COMMISSIONER: The crop is \$1587.33 with \$600.00 credit.

MR. TURCOTTE: Yes, leaving \$987.33.

THE COMMISSIONER: Yes, all right.

10

SAKURO SHIGEHIRO, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. TURCOTTE:

Q Mr. Shigehiro, I am showing you a statement of your lands and buildings. Is that your signature on the back of this statement? A: Yes.

Q And was the information in that statement given to me by you through an interpreter?

A Yes.

20 Q And has it been explained back to you what is written there? A: Yes.

Q And is the information or the facts in this statement true to the best of your memory?

A Yes.

THE COMMISSIONER: This statement covers both pieces of real estate that are described in the claim, does it? Your claim relates to Lots 23 to 41 and also Lot 21 on part of Section 21, block 5, etc.

30 MR. TURCOTTE: Oh yes, it is all one piece, my lord. He purchased most of the lots at one time, in 1928, and

S. Shigehiro,
In Chief.

he bought one more in 1935, one more, and one in 1940,
and it is all together.

THE COMMISSIONER: I see.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. TURCOTE: Q: I am showing you a statement with refer-
ence to your personal property, your household goods
and implements. Is that your signature on the bottom
of it?

A: Yes.

10 Q And was that statement prepared from information given
by you, and have you read it over and has it been
explained to you?

A: Yes.

Q And is the information in that true to the best of
your memory?

A: Yes.

(STATEMENT MARKED EXHIBIT NO. 2).

Q I am showing you a third statement regarding a
claim for your 1942 strawberry crop. Is that your
signature there?

A: Yes.

Q And is the information in that statement true to the
best of your memory?

A: Yes.

20

(STATEMENT MARKED EXHIBIT NO. 3).

Q I am showing you a snapshot. A: This is a
picture taken in 1941.

Q Of what? A: Picture of my
house.

Q A picture of your house taken in 1941?

A Yes.

(PHOTOGRAPH MARKED EXHIBIT NO. 4).

Q I am showing you another picture.

A Yes, this was taken in 1941 during the berry
season.

30

S. Shigehiro,
In Chief.

Q And what does it show? What is it a picture of?

Whose place is it? A: This is my
strawberry ranch.

Q That is part of the strawberry patch that was on
your farm? A: Yes.

(PHOTOGRAPH NAMED EXHIBIT NO. 5).

Q That was taken the same day as the other picture, do
you remember? A: No, a different
day.

10 THE COMMISSIONER: He says it was taken in 1941.

MR. TURCOTTE: Q: When you bought this property, the first
piece, Mr. Shigehiro, were you told how many acres you
were getting? A: Yes.

Q And how many? A: 19 acres.

Q I understand that was in 1926. A: Yes.

Q And I understand that later you bought one acre,
and then again you bought another acre?

A Yes.

Q So your belief is that you had 21 acres, is that
correct? A: Yes, that is so,
21 acres.

Q And am I to get it that he understands there is an
acre in each lot, is that the idea?

A Yes, the 19 acre lot plus two lots of one acre each.

Q Now when you left the property in 1942, was there any
asparagus growing on the place?

A It was the second year from planting and it was small.

Q But there was asparagus planted?

A Yes, there was no crop yet but it was growing.

30 Q Now in your claim for land, Mr. Shigehiro, you are

6
S. Shigehiro,
In Chief.

claiming in addition to the land and the clearing
of it, you are also asking for the value of the
roots that you had planted, or the plants? Now, how
much did the strawberry plants cost you?

A There were about 6500 plants to an acre.

Q How much does he figure each plant was worth?
Maybe we can get it that way.

A About three cents.

Q And that is the way he valued his 48,000 plants on
10 6 acres, 6,000 to the acre is 48,000, at 3 cents.
Is that the way he has arrived at \$1400.00 for his
strawberry plants?

A Yes, by that method.

Q Now what about his other roots and plants, for
example, currants? How much are those worth?

A The currants are worth about 10 cents each.

Q And the asparagus? A: The asparagus about 5 cents.

Q I see. And the rhubarb? A: About 7 cents.

I don't remember exactly, but about 7 cents I think.
20 MR. TURCOTE: I may have misunderstood my instructions
in some of these things. It is very difficult to
get them down.

THE COMMISSIONER: I can appreciate that.

MR. TURCOTE: He is a little lower now on some than
I
some have in the form.

THE COMMISSIONER: So far as the roots and so on are
concerned, they are somewhat of a criterion of
the value of the realty, but beyond that this kind
of evidence is not of a great deal of help.

30 MR. TURCOTE: I was going to pass on to say I have here

7
S. Shigehiro,
In Chief.

the ledger of the Surrey Berry Growers Co-Operative Association, and Mr. Shigehiro's account number is 4. I was wondering is there anyway of it being admitted or do we have to put it in?

THE COMMISSIONER: What did we do with it before, Mr. Hunter? Was it not read into the record? In one instance, you were to be furnished with a copy.

MR. HUNTER: It was never read into the record. The claimant in that case presented a statement which
10 he stated had been largely extracted from the book, but there was no real evidence of any kind put in because the book wasn't proven or anything else.

MR. HUCKVALE: You will recollect, sir, that in the case of Imahashi you directed that I try with my learned friend to obtain some stenographic help in having the record copied from the book. This morning the Police Court Reporter came to my office and extracted 12 sheets from this particular book relating to Imahashi. I advised him at that time it
20 would be probable that the book would have to be used again and your Lordship might require further help from him. That is the way we got the thing into the record.

THE COMMISSIONER: That is probably the best solution. Suppose you verify the facts that are set out in these sheets as to the accuracy of the account and then I will probably direct you later to file a copy of it. Is it extensive?

MR. TURCOTTE: Yes, there are 11 pages.

30 THE COMMISSIONER: We are going into a lot of transcription

S. Shighire,
In Chief.

if there are many of these. I wonder if you cannot, without putting in all that detail, simply verify the fact he had such and such an income from his farm during the year you have under review, and the value of that evidence can be investigated by the Court if they decide to do it.

10 MR. HUNTER: I can't see the value of claimants putting in this evidence. None of them are accountants. The last one to put in that sort of evidence, according to Mr. Shears, his claim doesn't correspond to the items in the books, and if we are going to have audits put in, I think they should be prepared by qualified people. I don't want to put my friend to a great expense but at least an accountant should do it.

MR. TROTT: Is my learned friend suggesting the figures are not added up correctly?

20 MR. HUNTER: I was referring particularly to several cases where the claimant put in a profit and loss statement.

THE COMMISSIONER: Really what it comes down to is this, that you are seeking to establish that the man derived a certain income from his farm during the particular year, is that not it?

30 MR. TROTT: In 1941, yes, and also we are basing our claim for loss on the 1942 crop on the fact, as I will attempt to show, that he thinks he would have made just as much if not more money in 1942. This is one of the cases where the Custodian sold the crop.

9
S. Shighire,
In Chief.

THE COMMISSIONER: Yes. This is the first one I can recall.

I think if you have him verify the fact he had a certain income from the farm during the year as appears from those records that that is as much help as I think I can get from evidence of that character, because I cannot have that kind of thing transcribed in too great many claims. In addition to that, I do not know how I will have time to examine that kind of testimony when I come to the stage of determining whether or not a recommendation shall be made. So I make that suggestion to you, have him verify the fact he has such and such an income from the farm in the year you have under review.

10
MR. TURCOTTE: Q: Mr. Shighire, to whom did you sell your strawberries in 1941?

A The Surrey Berry Growers' Association.

Q And did you get statements from them from time to time?

A: Yes, I received them but I have lost all except one.

20
Q I am showing you a document. What is that?

A This is a statement from the Surrey Berry Growers' Co-Operative Association.

Q That is one that you got for the 1941 crop?

A Yes, this is one of those that I received.

THE COMMISSIONER: Does that show the whole thing?

MR. TURCOTTE: No, but I want to link it up, that he did have these in his possession, and the carbon copy of this particular page is in the book.

30
THE COMMISSIONER: I do not think there is any need to put

S. Shigehira,
In Chief.

it in. Go on and prove the aggregate figures.

MR. TROTT: Q: How did you check this book?

Did you check the amounts in this book, as far as you are concerned, of what was sold in 1941?

A: Yes.

Q: And did you make a statement of the moneys you got as shown in this book? Did you write it out as to how much money? A: Yes.

Q: And have you got that statement, or do you remember the amount of it? He gave it to me so I don't think he can remember it, my lord.

THE COMMISSIONER: Well, is the total amount as shown in your claim the amount?

MR. TROTT: Q: Is the \$5,357.33 the amount that you have put in your claim, is that the correct amount for strawberries? A: Yes, that is the total amount I received for those strawberries.

Q: That is the total amount you received for the strawberries from the Surrey Berry Growers Co-Operative Association? A: Yes.

THE COMMISSIONER: This is for what year?

MR. TROTT: 1941, my lord.

THE COMMISSIONER: What was the total?

MR. TROTT: \$5,357.33.

THE COMMISSIONER: Now the way I have noted it is, "I received in 1941 \$5,357.33, being the gross return received by me for strawberries in that year".

MR. TROTT: Yes, my lord.

Q: And did you receive any other income off your farm besides strawberries?

S. Shigehiro,
In Chief.

A No. They were nearly all new plants and there was practically no income.

THE COMMISSIONER: Now in order for this to be of any value, we must determine what was the net of that amount.

MR. TROTT: Yes, my lord.

Q Now in 1941 do you remember what your expenses were on your strawberries? A: \$3700. odd dollars.

10 Q Now, how much would you pay for pickers?

A About \$2000.00 for pickers.

Q And manure?

THE COMMISSIONER: You are now breaking down the \$3700.00?

MR. TROTT: Yes, my lord.

A About \$250.00, I believe.

Q And how about the cultivating? Do you pay for that? for the hoeing? A: About \$350.00.

Q And how do you get these berries to the Association? Do you put them in boxes? Do you pay something for packing in boxes?

20

A The packing transportation charges combined were about \$450.00.

Q You told us something about an item of growers' expenses. What is that? Is that something taken off by the Co-op?

A Oh, that is the contribution to the Association.

Q And how much was that? A: I don't remember exactly, but I think it was about \$250.00.

THE COMMISSIONER: I suppose that is in the nature of storage and marketing expenses.

30

R. Shigehira,
In Chair.

MR. TURCOTE: Yes. I have it marked down as grooved
expenses, and I was told it had something to do with
Co-op charges.

THE COMMISSIONER: I presume that is what it is.

MR. TURCOTE: Q: What would the cost of the boxes and
crates be by themselves?

A: About \$450.00.

Q: And for the hauling? How much would you pay for
hauling? A: About \$350.00.

10 Q: Do you have to cover strawberries at all? Do you
have to cover them during any part of the season?
Did he have to pay anything for straw?

A: The straw itself cost about \$60.00, but the labour
charge for that is included in the \$350.00.

Q: You would have to pay about \$60.00 for straw. Is
there any other expense that you can remember, or
have you told us all of it?

A: I believe about \$150.00 for other labour, apart from
the pickers, but I am not quite sure about that.

20 MR. TURCOTE: My lord, I think that comes to something
a little over a net of \$1500.00.

THE COMMISSIONER: That would mean \$3800.00 odd for
expenses, with a net return of \$1500.00.

MR. TURCOTE: Yes, my lord.

THE COMMISSIONER: Now you have made no mention of the
labour cost of preparing the plants, and cultivation,
until they were ready to pick.

MR. TURCOTE: I am sorry but I think he had having
\$350.00.

30 THE COMMISSIONER: Yes, he did have that.

S. Shighiro,
In Chief.

Q Did you include your own labour and that of your family in the labour costs you have given us?

A No, the cost of my own labour and my family's isn't included.

THE COMMISSIONER: If a \$5300.00 gross return is going to produce a \$1500.00 net profit, we would all be growing strawberries. I think that is about as far as you can go with evidence of that character, Mr. Turcotte.

10 MR. TURCOTTE: I trust, my lord, it is understood we are not making any claim for the truck.

THE COMMISSIONER: That is what I was about to ask you. I see there is a claim. Are you abandoning it now?

MR. TURCOTTE: Well, yes. I don't think he ever intended to make a claim. He merely wanted to point out he had the truck. It is a very unfortunate circumstance; he gave the truck to a man named Laird and Mr. Laird sold the truck for \$900.00 and wrote Mr. Shighiro that he put nine \$100.00 bills in an envelope and sent it to Mr. Shighiro.

20 THE COMMISSIONER: It is too bad Mr. Shighiro had not put a letter to the Police in an envelope and had that followed up.

MR. TURCOTTE: Well he had lawyers in B.C., but I don't know.

THE COMMISSIONER: Is that all, Mr. Turcotte?

MR. TURCOTTE: Did my learned friend put in the analysis?

THE COMMISSIONER: No, it has not gone in yet. Could we also have the Soldier Settlement Board appraisal?

30 MR. TURCOTTE: I would like the J.P. form as well, my lord.

S. Shighire,
In Chief.

THE COMMISSIONER: You better have the J.P. form identified.
Will you have it identified by the claimant?

MR. TROTT: Q: Mr. Shighire, is that your signature?

A: Yes.

Q: And do you remember signing that with the Custodian
before you left the Coast? A: Yes.

Q: When you signed or made out a J.P. form, did you
have a list which you used to make it out or have it
made out with? A: Yes.

10 Q: I am showing you a document. What is that?

A: This is a form I filled out just prior to my
evacuation giving the particulars.

Q: That is the yellow sheets. Now I would like the
white sheets with the typewriting.

A: This is a list of things that I made up.

Q: I see. Now did you have that white list with you
when you made out the J.P. form which you signed?

A: Yes, I had this at the time when I made out the
J.P. forms.

20 Q: Why didn't you put all the items or all the things
that are in the white list in the J.P. form?

A: When we were evacuated from Surrey, a large number
of people were collected together and their parti-
culars were registered at the same time, so there
wasn't time to write in all the items from this sheet
onto the form, so only the information that is con-
tained on this sheet (indicating) was taken at the
time.

Q: That is only the information that is on the yellow
30 sheet was put on the J.P. form?

S. Shigehiro,
In Chief.

A That is so, I believe.

MR. TURCOTTE: I would like that marked, my lord. The yellow sheet contains the list which is exactly the same as the J.P. form, and the white list is a more detailed list.

(CLAIMS ANALYSIS MARKED EXHIBIT NO. 6).

(APPRAISAL MARKED EXHIBIT NO. 7).

(J.P. FORM MARKED EXHIBIT NO. 8).

(STATEMENT MARKED EXHIBIT NO. 9).

10 Q Now you have several items crossed off on the white list. Why are they crossed off?

A The original list was made up before we evacuated so several we brought with us were crossed off the list after we came.

MR. TURCOTTE: My lord, I would just like to point out that I think that the inventory and the claim are very similar with the exception of the kitchen utensils, in that the inventory just shows them as kitchen utensils and Mr. Shigehiro in his claim has shown about 32 items of kitchen utensils. Actually, when you add them all up, they are not a serious part of the claim. Otherwise I think it checks pretty closely.

THE COMMISSIONER: He seems to have kept pretty complete records, in any case. Presumably they are accurate.

MR. TURCOTTE: I presume that the notation on the analysis of a report from Mr. Anderson, a representative of the Custodian, dated January 27th, 1944, will be admitted without asking counsel to produce the original.

S. Shigehiro,
In Chief.

MR. HUNTER: Which is that?

MR. TURCOTTE: It says here, "On thorough inspection of the above-mentioned Japanese property I find that it has been completely ransacked and everything of value taken away. I feel that the former tenant, Mr. Betts, should be made to answer for the shortages as well as the despicable way that the Japanese effects were treated". Now you have the original of that in your file.

10 MR. HUNTER: My lord, the whole purpose of this is we say it is true. If there is any reason to challenge it, they are entitled to do so.

THE COMMISSIONER: In other words, the Custodian is content to be bound by what is stated in the analysis. That is the view I have taken of it up until now, is that right?

MR. HUNTER: Yes.

MR. TURCOTTE: And there is a report from an inspector dated May 29th, 1942, that there was an asparagus crop on the land at that date. You have a report, 20 not an appraisal, but a report from an inspector which I would like you to produce.

THE COMMISSIONER: Is that denied by the Soldier Settlement Board appraiser?

MR. TURCOTTE: Yes. He says there was no crop in that particular place, where my client says there was an asparagus crop.

MR. HUNTER: He may have confused it with the bush, my lord. What is the date of it?

30 MR. TURCOTTE: May 29th, 1942. It is in the real property

B. Shighire,
In Chief.

summary. Have you filed that?

MR. HUNTER: No, because it isn't evidential. It is only my own report.

THE COMMISSIONER: I take it it comes down to this, Mr. Hunter, that your file does contain a report to the effect there was an asparagus crop in at the time of your employee's inspection, is that right?

MR. HUNTER: It refers to one-eighth of an acre of asparagus.

10 THE COMMISSIONER: That is good enough for your purpose I should think, Mr. Turcotte.

MR. TURCOTTE: Yes, my lord. I didn't notice whether the assessment was noted on the appraiser's report or not.

MR. HUNTER: No, it isn't.

MR. TURCOTTE: Land, \$1050.00, and improvements, \$600.00, total \$1650.00.

THE COMMISSIONER: That is 1942, is it?

MR. TURCOTTE: 1943.

20 THE COMMISSIONER: All right.

MR. TURCOTTE: Q: How many rooms were in the house, Mr. Shighire? A: There were five rooms.

THE COMMISSIONER: Yes, Mr. Hunter.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that the chattels which were sold were sold for their fair market value. It is submitted that the claims made for chattels which
30 were not sold are grossly exorbitant. It is submitted

B. Shigehiro,
In Chief.
Discussion; cross-exam.

that the crop was sold for its fair market value.
The real property was sold to the V.L.A. for
\$1004.00, my lord. The crop as shown in my learned
friend's exhibit was sold for \$600.00 to the Pacific
Coast Packers Limited as of the 13th of May, 1942.
As far as the chattels are concerned, my lord, the
recapitulation isn't particularly detailed but
there were so few items sold here that it is quite
obvious that any comparison between prices claimed
and sales made could very easily be made at a glance.

THE COMMISSIONER: Yes. This man seems to have been most
unfortunate, too, all along the line, having his
truck stolen as well as most of his household goods.

MR. HUNTER: The house was thoroughly looted, my lord,
and it is entirely a question of value which, of
course, your Lordship has to determine.

CROSS-EXAMINATION BY MR. HUNTER:

- Q You were on friendly terms with the Surrey Berry
Growers' Co-Operative?
- A Yes, I was on friendly terms.
- Q Were you a shareholder in the Co-Operative?
- A No.
- Q You didn't share in the profits of the Co-Operative?
- A No.
- Q And they had no reason to be prejudiced against you?
- A No.
- Q And if they advise the Custodian that \$600.00 is
a fair price for your crop, there is no reason why
they should state that is a fair price if it is not,

S. Shigehiro,
Cross-Exam.

that you know of?
know.

A: No, I don't

Q What kind of saws were these that you claim \$63.00
for six?
A: About 7 or 8
foot ten-man saws.

Q You had six of them, did you?

A Yes.

Q How old were they?
A: Five of them
were fairly old, one was practically new.

10 Q This is an insignificant item, but I would like to know
what a Japanese *gubako* is?

A *Gubako*; that is usually a lacquered box with gold
inlaid designs with about five or six trays.
It is used for ceremonial occasions at the New Year.

Q How old were these mattresses which you are claiming—
these ten single mattresses, \$57.00?

A Some were 5 or 6 years, some were about 3 years old,
all purchased new.

20 Q They were felt mattresses, is that correct? Ask him
what they were stuffed with? Were they stuffed with
felt or feathers or springs?

A No, cotton felt.

MR. TROTT: I trust, my lord, that Mr. Hunter will
remember that we have cut all these in half.

MR. HUNTER: I am remembering that.

Q The kitchen range, ^{that} you ask \$75.50 for, how old was
that?
A: That was purchased new in
1932.

Q 1932, eh? And \$75.50 was the cost price then?

30 A I estimated that at about the replacement cost in

1942.

Q What did you pay for it in 1932?

A I think I paid about the same price in 1932, but I don't remember exactly.

THE COMMISSIONER: I have one or two questions.

Q Did you employ the Surrey Berry Growers Co-Operative Association to sell your crop in 1941?

A Yes.

Q In 1941 did you accept their advice as to the price at which your crop should be sold?

A Yes, I agreed.

Q Now if the Surrey Berry Growers had advised you to accept \$600.00 for your crop in 1942, was there any reason why you should not then accept their advice as you did in 1941?

A: If the price of jam were good, I would object.

THE COMMISSIONER: He is not answering my question.

However, I can draw my own conclusions as to that.

That is all, thanks.

MR. TURCOTE: I have one item in regard to that.

Q You gave us a little while ago the expense of growing your strawberry crop. Now coming to the 1942 crop, had you incurred any of that expense before you

were evacuated?

A: Yes, the hoeing and the manuring for 1942 had been done when I left.

Q That is you had borne that expense for the 1942 crop?

A: Yes.

MR. TURCOTE: I would like to point that out. I had forgotten that together the amount for \$700.00, \$350.00 for manuring and \$350.00 for hoeing.

S. Shigahiro,
Cross-Exam.

THE COMMISSIONER: Sometimes a farmer has to take a chance on a lot of things and cannot get the price he wants for a crop.

MR. TURCOTT: I think the Surrey Berry Growers' Association would have been very wise to suggest selling this crop at whatever price they could get, with nobody on the land looking after it. Another couple of weeks and possibly there wouldn't have been any crop at all. So possibly as they suggest, \$600.00 is a good price under the circumstances.

10 THE COMMISSIONER: Your argument really comes down to this, that you are seeking to recover by virtue of the fact of evacuation and not on a sale made at fair market value. However, I will hear you on this later, we are not at the argument stage.

MR. TURCOTT: I would like to confirm the date of evacuation, if I may.

Q You were evacuated on the 20th of April, 1942?

A Yes.

20 THE COMMISSIONER: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. P. Harrobin
"J. P. HARROBIN"
Official Reporter.