RENTAL SENTRARENT

MOUNT LEGMAN

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

RSONAL INFORMATION	The state of the s
ME: PATHE, Hachiro.	
P. R. No.1. Mt. Lehman, B.C.	TF 60
TOW NUMBER 13790 SEX: Male	
CUPATION: Parmer	
the sphere under what name and whether	
(If any business or businesses carried on, state where, under- crinership with anyone; if partnership, give partner's name.)	
	AND STORY OF A STREET OF S
Matauyo /	
OP HISBAND: R.R. NO. 1, Mt. Lennan,	
NAMES OF ANY LIVING CHILDREN: Maiko (F) Tsukiko ()	
R.R. No.1, Mt. Lehman, B.C.	
AGE OF CHILDREN: 15, 13, 11, 9, 3. STATEMENT OF ALL REAL PROPERTY (Each parcel must be mentioned)	
LOCATION AND DESCRIPTION: Lot 89, Eà quarter, se Township 14. Map 3879 District of Bradna, BC	
Township 14. Map 3879 District of Braue.	
Township 14. Map 3879 District of Braue. 2. BUILDINGS AND OTHER IMPROVEMENTS: Dwelling ho	use frame four roo
Township 14. Map 3879 District of Braue.	use frame four roo
Township 14. Map 3879 District of Braue. 2. BUILDINGS AND OTHER IMPROVEMENTS: Dwelling ho	use frame four roo
Township 14. Map 3879 District of Braue. 2. BUILDINGS AND OTHER IMPROVEMENTS: Dwelling ho	use frame four roo
Township 14. Map 3879 District of District	use frame four roo
Township 14. Map 3879 District of Drames of State of Stat	yable at Matsqui.
2. BUILDINGS AND OTHER IMPROVEMENTS: Dwelling howoodshed. 3. INSURANCE (Give particulars; state where policies are) None 4. TAXES (Amount and where payable) \$25.64 per year payable building any unregistered claims or deposit	yable at Matsqui.
2. BUILDINGS AND OTHER IMPROVEMENTS: Dwelling hose soodshed. 3. INSURANCE (Give particulars; state where policies are). None	yable at Matsqui.
2. BUILDINGS AND OTHER IMPROVEMENTS: Dwelling how woodshed. 3. INSURANCE (Give particulars; state where policies are). None 4. TAXES (Amount and where payable). \$25.64 per year payable sencumber and to Mr. Mott, Bradna, BC.	yable at Matsqui.
2. BUILDINGS AND OTHER IMPROVEMENTS: Dwelling howoodshed. 3. INSURANCE (Give particulars; state where policies are) None 4. TAXES (Amount and where payable) \$25.64 per year payable building any unregistered claims or deposit	yable at Matsqui.
2. BUILDINGS AND OTHER IMPROVEMENTS: Dwelling howoodshed. 3. INSURANCE (Give particulars; state where policies are). None 4. TAXES (Amount and where payable). \$25.64 per year payable. 5. ENCUMBRANCES (Including any unregistered claims or deposite on land to Mr. Mott, Bradna, BC.	yable at Matsqui. of title deed) \$400 owin

7.	STATE WHEREABOUTS OF TITLE DOCUMENTS: In DOSSession of Mr. Mott.
°.	STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
у.	IF FARM LAND STATE CROPS SOWN Strewberries, alread pold of Mar Pelos, Bradner, B.C. for \$300
	War was braden, but for 4 3 00
STA	TEMENT OF REAL PROPERTY OCCUPIED
1.	LOCATION AND DESCRIPTION: See page 1
2.	LANDLORD'S NAME AND ADDRESS: Myself
3.	PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None
4.	STATE WHEREABOUTS OF LEASE: None
5.	SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None
	IF FARM LAND, PARTICULARS OF CROPS SOWN: See clause 9
	TEMENT OF PERSONAL PROPERTY OWNED:
	GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
_1	lousehold goods, kitchen utensils, chinaware, garden tools,
	garpenter tools, 1000' lumber, 1 wheelbarrow, in the house at
_1	tt. Lehman, BC. Key will be left in care of Mr. Joseph Palon.
_1	redner, BC
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

INFORMATION FROM R.C.M.P.

Date Mar. 14/82

Our File No. 4500 Pull Name TRISE (Surn	Hachire same in Block Letters)	
/ (Surn	ame in Block Letters)	
Registration No. 13790	Make - Female (check)	Aco May 12, 1882
Former Address - RR#1,	Ant. Lela	man, B.C.
Date Evacuated May/vz	. (2) Naturalized -	Cenadian-Born - National (check)
Present Address 4.	P. L. King Ru	tune Butte acta
		HIATES
Married - Single (oheck)	Name of Wife	HEMATANI) matery
Name of Mother ? 21th (Weil name of Father_	Jenpei (dail)
Names of Children under 16	Sullie	er, et al. Transfer
equested by ECG,	Registered w:	ith Custodien (Yes or No)
Additional Information	armer (Junear of
Their sa his	miles som	ul maringo
1-1	five childre	en tretain that
susnams.	First hus	band diel.

REAL PROPERTY SUMMARY

JAPANESE NAME: Hachiro TAISE, Registration No. 13790

File No. 4500

SKONIEGE ADDITION 673 Bradner Road, North Bradner, B.C.

TITLE

CATALOGUE NO: Not advertised

Lets 8 and 9 of East 2 of Section 16, Township 14, Map 3879, LEGAL DESCRIPTION: Municipality of Mataqui, District of New Westminster, B.C.

> Registered in the name of Harmond Isaac Mott, Bradner, B.C., as shown on Certificate of Encumbrance 50500 of 6th November, 1942.

ENCUMBRANCES: 74945C, 25th May, 1935, 011 and Gas lease to John Wm. Morrow.

> 79288C, 17th November, 1938, Agreement for Sale and Purchase to Hachiro TAISE

CERTIFICATE OF TITLE: 128072-E dated 7th October, 1938, and in possession of Land Registry Office as at 15th October, 1942.

Vesting in the Custodian, filed No. 24910, 17th October, 1942.

1942 Land SSESSED VALUE: \$497.00 Improvements \$600.00 - Total \$1097.00 Taxes \$23.25

CLASSIFICATION: Berry farm of approximately 20 acres of which 29 acres are planted in strawberries. Dwelling house of 5 rooms, size 28' x 46' in fair condition. Wood shed 10' x 15' in poor condition.

HISTORY OF ADMINISTRATION:

Leased to Joseph Pelon of Bradner for 10 months from 1st April, 1942, for \$300.00 on delivery of the crep for 1942.

2300 aug. 45, but A. T. Mall clamed Ways of rental newed - \$20 00) (86

the all finds account to This property was purchased by TAISE in November, 1935, for the These from less wer fix a mum of \$550.00, \$50.00 being paid in cash and the balance payable \$ 75 " was paid by ?cu at the rate of \$100.00 per year commencing November, 1941, with interest at 6%. The November 1941 payment only was met. Unpaid taxes for 1941 and 1942 amounted to \$46.88 and principal and interest due to vendor amounted to \$124.00. The purchaser was advised to this effect on the 23rd November, 1942, and asked to meet his obligation or quit claim to Mr. Mott, the vendor. As no arrangements were made by TAISE to discharge his obligation the Custodian cancelled the Certificate of Vesting governing this property on the 15th January, 1943.

This property was foreclosed on the 27th July, 1943.

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

31st July, 1947 MLB/Ha

McAnouny.

PERSONAL PROPERTY SUMMARY

File No. 4500

1st August, 1947.

Re: Hachiro TAISE - Reg. No. 13790

The above Japanese listed the following personal property on his JP Form of 16th April, 1942:-"CHATTELS!

Household goods Kitchen utensils Chinaware Garden tools 1000 lumber wheelbarrow

All stored in his house at Mt. Lehman, B.C. The key to this house being left in care of Mr. Joseph Pelon of Bredner, B.C., to whom TAISE had leased his farm.

A report from S.C. Carlsen indicates that the chattelswere of insufficient value to warrant their insurance, or removal to auction.

These chattels were sold to Mr. Joseph Pelon for \$30.00, together with the lumber for \$10.00 and the full amount of proceeds were credited to TAISE's account on the 3rd June, 1943.

SPECIFIED ARTICLES: This file reveals no specified articles.

ACCOUNTS RECEIVABLE: Although Hachiro TAISE was a member of the "Yamato Nokai" Society, he did not declare so when registering. The assets of this Society were liquidated, and upon distribution, TAISE

received his proportion of the assets amounting to \$30.92, which was credited to

Hachiro TAISE declared when registering that he had no securite his account here. but his file reveals that he was the holder of 18 Pacific Co-operative Union \$10.00 redeemable shares, and 38 non-BONDS & INVESTMENTS: His redeemable shares have been redeemed at par by the Pacific

Co-operative Union, but as TAISE owed the Co-operative the sum of \$157.42, they wrote off this amount from his shareholding. His account however was credited with \$22.58 on the 24th Jan. 1947, being his credit balance from 3 shares issued in 1941

He was also the holder of one \$10.00 United Farmers' Co-operative Exchange share and redeemed at that time. which was redeemed for \$65.00, and proceeds credited to his account 24th Aug. 1945.

Accrued interest totalling \$8.84 has been credited to his account from time

In a letter from the Pacific Co-op. Union dated 18th March, 1946, they make note to time on his shareholding. that \$40.00 worth of shares were redeemed in 1943, but no record of this was received at this office.

This file reveals no other personal property assets.

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

Misseny

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ting that faire sail and the Sails are in Artist Charles and the sail and the Sails Amines,

to the property of the balls than to reach to their alless and the

To the Sale and the sale of th

A. C. C. Cale

ADDITIONAL

INVENTORY OF CHATTELS LEFT ON PROPERTY: OF TAISE, H achiro # 13790

FSE	PAW		200	(8.23)		200	
87 : 909 88	T 25 W	280E S 3	8 ST	DECEMBER.	26. E	8 8 B	联岛州级沙 科
	SECTION AND	超级和高	856		25.151	P. All Stu	

- 2 Mattrasses
- 1 Dresser
- 1 Gramaphone
- 3 Chairs
- 1 High chair (old)
- 1 Cupboard
- 3 Holls tar peper 1 Kitchen teble

Outside

- 1 Wash tub
- 1 Wash board
- 2 Galv pails

Signed:

REPORT ON EVACUATED JAPANESE PROPERTY

File No. 4500

MUNICIPALITY:

Date: May 16/42

NAME: TAISE, Hachiro REGISTRATION NO. 13790

ADDRESS: 673 Bradner Rd., N. Bradner, B.C.

PROPERTY: Farm

20 ACREAGE:

KIND OF CROPS: straws.

APPROXIMATE ACREAGE OF EACH: 3

VACANT: HOUSE: shingle

OCCUPIED X

DESCRIPTION 12 storey

ROOF: shingle

SIZE: 28 x 46

NO. OF ROOMS 5

CONDITION: Fair

OTHER BUILDINGS: Wood shed 10 x 15 poor

NAME OF LESSEE OR RENTOR: Jos. Pilon, Bradner

TERMS: \$300.00 1 yr. lease

WATER:

none

ON:

OFF:

LIGHT:

none

ON:

OFF:

REMARKS:

INVENTORY OF CHATTELS LEFT ON PROPERTY

1 Bdle. gard. tools

1 " Carp. "

2 Platform scales

1 old range

few dishes

1 Kit. cabinet

2 Beds & springs

small quantity used Lbr.

1 Wheel barrow

File No.: 4500 22nd October, 1942. Name: Hachiro TAISE. Reg. No.: 13790 Address: 673 Bradner Rd., N. Bradner, B.C. INVENTORY OF CHATTELS LEFT ON PROPERTY 1 bdle. garden tools 1 bdle. carpenter's tools 2 platform scales 1 old range Few dishes 1 kitchen cabinet 2 beds and springs Small quantity used lumber 1 wheel barrow Few utensils 2 mattresses 1 dresser 1 gramaphone 3 chairs 1 high chair (old) 1 cupboard 3 rolls tar paper 1 kitchen table Outside 1 wash tub 1 wash board 2 galv. pails This represents all my chattels remaining in any protected area of British Columbia. Confirmed: DATE: Magantu S/JP SIGNED: H Taise Please sign and return one copy to the Custodian.

TPPITPIT, made in duplicate this

in the year of Our Lord one thousand nine hundred and Thirty-eight HARMOND ISAAC MOTT, Farmer, of the Municipality of Mategui, Province of British Columbia, District of New Westminster.

hereinafter called the "Vendor" of the one part

MACHILO TAISE, Farmer, of the Municipality of Matequi, Province of British Columbia, District of New Westminster.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:-ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in

in the Municipality of Matsqui, and more particularly known and described as being Lots Eight (8) and Nine (9) of the East Half (E. 2) of the South East Quarter (S.E. 2) Section Sixteen (16) Township Fourteen (14) Map 3879 in the DISTRICT OF NEW WESTMINSTER.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of -FIVE HUNDRED FIFTY DOLLARS 00/100 (\$550.00) ---- Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of ---FIFTY DOLLARS 00/100 (\$50.00) ------ Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

ONE HUNDRED DOLLARS 00/100 (\$100.00) on the 15th day of November, 1941.

ONE HUNDRED DOLLARS 00/100 (\$100.00) on the 15th day of November, 1942.

ONE HUNDRED DOLLARS 00/100 (\$100.00) on the 15th day of November, 1945.

ONE HUNDRED DOLLARS 00/100 (\$100.00) on the 15th day of November, 1944.

ONE HUNDRED DOLLARS 00/100 (\$100.00) on the 15th day of November, 1945.

TOGETHER with interest on the balance owing from time to time owing under this Agreement at the rate of Six percent payable on the 15th day of November in each and every year thereafter, the first of such payment of interest to become due and payable on the 15th day of November, 1959.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

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

AND it is expressly agreed that time is to be considered the easence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Bwadner, B. C.

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the place of the body politic or corporate where the same shall be construed as meaning the wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require, in the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals

Signature of Witness Marion & Budgen Hackelle Taise

Street Address Workfra &

City Bornakupe

FOR ATTORNEY

3 Hereby Certify that, on the

, in the Province of British Columbia, day of

, who is) personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name

is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and thereto voluntarily that he, the mid under authority of a power of instrument, and subscribed the name of the said

as the free act and deed of the said attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, day of

British Columbia, this in the year of our Lord one thousand nine hundred and

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

For the Becretary (or other officer) of a Corporation

day of 3 Mereby Certify that, on the

. 19 , in the Province of British Columbia, (whose identity has been proved by the evidence on , who is) personally known to me,

appeared before me and acknowledged to me that he is the

, and that he is the person of the said and affixed the seal of the

who subscribed his name to the annexed instrument as to the said Instrument; that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to carry on business in the Province of British Columbia. IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,

day of British Columbia, this in the year of our Lord one thousand nine hundred and

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	80 50%	tent of Land			OTT.	1784 15
	FOR MAKER	(INCLUDIN	G MARRIED	WOMEN)		(8
e maker thereof	wledged to me that		(whose identity , who the person subscribed there	in the Province has been prove o is) personally l mentioned in the to as part , th	e of British C ed by the evic known to me, annexed instr- uat known	dence d appeare ument w tl
ntents thereo/, and		at British Columbi	hereof I have here	unto set my Hai day of	in the Pro	of Offic
		78	stary Public in and	for the Provinc	e of British C	olum olum

PAID TO

IN THE COUNTY COURT OF WESTMINSTER ROLDEN AT NEW WESTMINSTER

No. 111/1943

BETWEEN:

HARMOND ISAAC MOTT

PLAINTIFF

AND:

HACHILO TAISE

DEFENDANT

IN COURT
BEFORE HIS HONOUR
JUDGE WHITESIDE

TUESDAY the 27th day of JULY A.D. 1943

UPON MOTION made in this Court this day of Mr. J. M. Streight of Counsel for the Plaintiff, who alleged that by Judgment dated the 1st day of June A.D. 1943, it was ordered that an account of what was due to the Plaintiff under and by virtue of a certain Agreement for Sale dated the 17th day of November A.D. 1938 in the pleadings in this action mentioned, and for his costs of this action to be taxed, should be taken by the Registrar of this Honourable Court at New Westminster, British Columbia, that in pursuance of the said Judgment, the said Registrar made his Certificate dated the 4th day of June A.D. 1943 and thereby certified that there would be due to the Plaintiff under the said Articles of Agreement and for his costs, taxes and interest due to the date appointed for payment on the 6th day of July A.D. 1943, the sum of \$181.00 which the Defendant was thereby appointed to pay to the Plaintiff on the said 6th day of July A.D. 1943 between the hours of ten o'clock in the forenoon and two o'clock in the afternoon at the office of the Registrar at the Court House, in the City of New Westminster, British Columbia; that it appears by the Affidavit of Jack Milton Streight sworn the 20th day of July A.D. 1943 and filed herein, and the certificate of the Registrar dated the 2 20th day of July A.D. 1943, that the Defendant did not, nor did any person on

his behalf attend to pay the said sum, and it appearing by the affidavit of
Harmond Isaac Mott sworn the 17th day of July A.D. 1943 and filed herein, that th
the said sum of \$181.00 hath not, nor bath any part thereof been since paid to
the Plaintiff, but that the whole amount thereof still remains due and owing;
and UPON READING the said Judgment, Certificates (2) of the Registrar, and the
Affidavits of Jack Milton Streight and Harmond Isaac Mott, and no one appearing
on behalf of the defendant although duly served with Notice of the said Motion;

THIS COURT DOTH ORDER that the Defendant do

from henceforth stand absolutely debarred and foreclosed of and from all equity of redemption of, in and to the said hereditaments and premises mentioned in the said Articles of Agreement, namely, ALL AND SINCULAR that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Matsqui, Province of British Columbia, and more particularly known and described as Lots Eight (8) and Nine (9) of the East half of the Southeast Quarter Section Sixteen (16) Township (14), Map 3879, District of New Westminster, being the land mentioned and described in the pleadings herein.

AND THIS COURT DOTH FURTHER ORDER AND ADJUDGE that the Defendant do forthwith deliver up possession of the said hereditaments and premises to the plaintiff.

BY THE COURT.

REGISTRAR

FARM LEASE

400

THIS INDESTURE made in duplicate the

day of

April

A 12 10.4

IN PURBUANCE OF THE "SHORT FORM OF LEASES ACT"

16th

BETWEEN:-

HACHIRO TAISE of Mount Lehman

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

Of the First Part

- and -

JOSEPH BELOW of Bradner in the Province of British Columbia

Parmer (hereinafter called the Lessee)

Of the Second Part

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

Ward Two (2) Lot 1049 Lot Right (8) East half Section Sixteen (16)
Township Fourteen (14) Map 3879 containing 9.92 sores more or less
and Not 1050 hot Mine (9) Mast half Section Sixteen (16) Township
Fourteen (14) Map 3879 containing 9.91 sores moreor less.

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

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of months to be computed from the lat day of April A.D. 1942.

and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Three hundred (\$500.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged). on delivery of the orop for the year 1942.

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

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 194 3 without any further payment.

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

Two and one half (22) acres of strawberries

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

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

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

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

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly

operate the aforesaid lands and premises during 194 2 , he shall be able to again rent the said

lands for the year 194 3 , but any arrangement in respect thereto must be made with the Paclfic Co-operative Union (an association incorporated under the Co-operative Associations Acc of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that

respect with regard to the year 194 3 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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

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

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

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

Signed, Sealed and Delivered by HACHIRO TAISE and JOSEPH PELON in the presence of

mon Feetcher

AFFIDAVIT OF EXECUTION

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

1. That I was personally present and did see HACHIRO TALSE and JOSEPH PELON the parties thereto, duly sign and execute the within instrument, for the purposes therein named.

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

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

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

the Province of British Columbia this Fifteenth

A. D. 1942

A Commissioner for taking affidavits

within British Columbia.

on Feetche

Centure Bute, alla, any 10,1942. Mr. R. Paluander 506 loyal Bank oldy. OFFICE OF THE CUSTODIAN JAPANESE SECTION Hastings and Granville. RECEIVE Variouser St. 11 AUG 1 3 1942 dear fir: Regarding your letter of buly is concerning the frost and Ofthe timenty acres of land I week to showing you that lunder the quant minumetaries I wannot oblitic my ruch to meet the payment. · situation (add and will do my best but I will be able to arguine the fund.

You have my primition to sell the famour but I have no engyestion at pretat as for as rach is noncerved. yours truly,

- Allenan grade

Aussi 12331

4

BETWEEN:

THE SECRETARY OF STATE OF CANADA, acting in his capacity as Custodian under and by virtue of Order-in-Council P.C. 1665, and Amendments thereto.

Hereinefter referred to as the LESSOR HEREIN OF THE FIRST PART

/

Joseph Pelon of Browner .

Hereinefter referred to as the LESSEE HEREIN OF THE SECOND PART.

to a Lease dated the 13.22 day of 16.24 A.D. 1942 and made between 16.25 Acc as the Lesser therein and the Lessee herein (hereinafter called the Lesse):

of the Japanese race and under the provisions of Order-in-Council No. 1665 and Amendments thereto and by the registration or evacuation of the Lessor named in the Lesse all his interein the demised lands and all his interest as Lessor in the Lesse have vested in the Lessor herein;

and whereas the Parties hereto are desirous of altering the Lease in the manner hereinafter appearing;

ugad.

WITNESSETH that in consideration of the mutual stipulations:-

l. IT IS HEREBY MUTUALLY AGREED that the Leese shell be varied as follows:-

the 3/1 day of 1943
and in substitution for the rental for that residue
reserved by the Lease shall be the sum of \$ 75.55
payable on the 3/1 day of 0 0 0 1943

(or on each of the following days:

- (c) The Lessor herein shall not be deemed to have given any warrenty as to the area of the demised lands or of any acreage thereon under cultivation or other acreage howsoever, or of the fitness of the demised lands or any part thereof for any particular purpose.
- (d) The Lease as varied hereby shall continue in full force and effect.

2. THE LESSEE hereby attorns to the Lessor herein and becomes a tenant of the said lands from the Lessor herein according to the terms of the Lesse as hereby varied.

IN WITNESS WHEREOF the Lessor herein as
Custodian has executed these presents by his duly
authorized deputy, and in witness whereof the hand and
seal of the Lessee, all on the day and year first above
written.

SIGNED by the said Lessor by his authorized deputy, in the presence of:-

Margaret Voreman

SIGNED by the said Lessee in the presence of:-

Deshears

(F. G. SHEARS)
Authorized Deputy of the Secretary
of State and or Custodian.

Joseph Below

TELEPHONE N. W. 703 J. M. STREIGHT BARRISTER SOLICITOR SUITE 408 WESTMINSTER TRUST BUILDING NEW WESTMINSTER, B.C. August 3rd 1943. EVACUATION SECTION Rec'd AUG 4 1943 Mr. R.P. Alexander, Office of the Custodian, 506 Royal Bank Bldg., Referred / Vancouver, B.C. Re: Hachilo Taise & H.I. Mott Your file 4500 Dear Sir: As requested by telephone this morning, I beg to advise you that the property which was sold under an Agreement for Sale to Taise has now been foreclosed and the date for adjustment of monies under the lease should be made as at July 27th, this being the date of the Judgment. Although Mr. Mott does not know in what condition the stove is, he is willing to pay \$10.00 for the assorted lumber and stove. Kindly advise if this meets with your approval. JMS*WP

The Lehman Que /9/43
CUATION SECTION
AND AUG 20 1943 En Alexander Sustadion Vancouver Re A. Varse Dear Ser Jame sorry 6 Tromble your with There water again: On December 24th 42 V gave the Taise agreement of sale to me & My. Streight with mestructions to friedore at once. You had already world me that you had written Saise and had sent, him a registered letter which he did not key any attention to you also bld me thety would withdraw from the case tolk me go alied and that you had an meigned liese 5- a Lepine of The Thee but that you would be her to deal with me,

I kept mying The Streight togs aled and close the case up but for some resson or other he did not not and the first thing I know The place was hard to & Tilow. Me Sheight finally got The final order of fourtoure dating from July 1th and regestered it in my name. Your he tells me that Blooms have does mit exprise with Sept 30th. I have faid yn Etreight his till of expense in full amounting Too gy so do you can see where I get offat! as higher offer haid me 150, on the place and I have tell about 75. Tapes to Tray. Think I have a right to at least a hash of The lease money. I am getting to be and old man. Jan 86 and my wrife 78. The have move been on relief or old age Printing tal ere making our own living es gon can See we med all our little informe ill the haite Thanking your offenho truly R.R. / M. Lehman H. I. Wort

Lothbridge, Alberta. November 28, 1944.

The Custodian, Royal Bank Building, Hastings & Granville, VANCOUVER, B. C.

Dear Sire

This will be your authority to pay to Dr. Bacrett, the sum of \$40.00 and to the St. Michael's Hospital, Lethbridge, the sum of \$40.50, owing by me to these two parties.

Yours truly,

Hachiro TAISE

Hacher Jais

Witness

Q Wright

Mr. Machire TAISE, Registration No. 13790 o/o F.L. King, P.O. Box,58, Picture Butte, Alta.

Dear Sirt

Your file has now been reviewed and we wish to advise that we have made the following pro rate distribution of your credit balance at this office to your creditors:-

Ruskin Box Co.	\$170.00	841.61
Ruilehi HASHIMOTO	40.00	9.79
H. Puruya Co.	29.58	7.24
H. Ebisomaki Co.	30.30	7.42
Hyokura KOZAI	232.89	57.01
Haruichi TOMOMITSU	72.00	17.62

\$140.69

Your account at this office has been closed and the Custodian has, therefore, advised your creditors that we are taking no further action in the collection of their accounts. For your information we are enclosing a statement of your account at this office.

Yours truly,

Office of the Custodian.

HA

711e No	4500 STATEMENT C	G000MT. R. No. 13790		
Date	Particulars	Dibit	Credit	Balance
1942 Dec. 3	Certificate of Encumbrance	\$1.00		
1943 June 3	Joseph Peloz, sale of lumber \$10.00, chattels \$30.00		840.00	
Aug. 23	Pacific Co-op. Union, payment in consideration of le		75.00	
Sept. 22	To J.A. Streight (H.I. Mott) 65/242 of rentals recei			
1944 Mar. 8	Pacific Co-op. Union, interest on redecamble shares		4.40 .38	
•	Interest on United Farmers' Co-op. Exchange share		.80	
Dec. 18	Dr. E.J. Emcrett, settlement of claim St. Michael's General Hospital	40.00 40.50		
1945				
Mar. 22	Redemption of Pacific Co-op. Union 1938 & 39 shs. Less amount written off	140.00	140.00	
Hpy 11	Interest on P.C.U. redeemble shares		38	
ilay 25	Interest on United Farmers' share as at 30th Apr. 44		.80	
June 22		5	.80	
Aug. 24	Redemption of United Parmers! Co-op. Exchange share	The second second	65.00	
1946 Jan. 10	Redesption of Pacific Co-op. Union 1940 share Loss assunt written off	_10.00	10.00	
	Carried forwards	\$251.65	\$338.01	\$86.36

STRIBLET OF CCOUNT (Cont'd)

File No	1500			
Date	Particulars	Debit	Credit	Balance
1946	Carried forwards		\$86.36	
Sept. 25	Distribution of funds re sale of building of "Yammto Bokai" Society		7.44	
1967		A CONTRACT OF THE SECOND		
Jan. 6	Distribution of assets of "Tamato Nokal"		23.48	
Jan. 24	Redemption of 3 Pacific Co-operative Union 1941 shs. Less amount written off	.7.42	30.00 /	100 mm
	Interest on Pacific Co-op. Union redecamble sha.		.45 .38	
July 31	Distribution of finds to creditors on basis of 24.477% Caskin Box Co. Cutichi HASHIMORD S. Faruya Co. S. Shisusaki Co. System KOZAI Saruichi TOMORITSI	basis 41.61 9.79 7.24 7.42 57.01 17.62		
		\$148.11	\$348.33	

VIRTUE & RUSSELL

BARRISTERS, SOLICITORS
AND NOTABLES BUSLIO

MEPARLAND BUILDING OPPOSITE COURT HOUSE

LETHRHIDGE, ALBERTA

A SLANSTONE VISTLE IL C & G WILLIAM STAFFORM SUBBELL SALLS

29th September, 1948

4500/

Reces excessioners 3212 - 146

NASUALPUSIS NOTE

LA NA.

AND JOHN

OFFICE OF THE CUSTODIAN,
Department of Secretary of State,
Japanese Svacuation Section,
506 Royal Bank Building,
Hastings and Granville,
VANCOUVER, B.C.

Dear Sirs:

RE: HACHIRO TAISE #13790

We have received instructions to withdraw this claim, and accordingly shall attend on Tuesday, October 5th, and formally withdraw it.

At that time we shall hand to Mr. Rice the Custodian's file.

Additional copies of this letter are going to Mr. Rice and to Miss Thomas.

Yours truly,

VIRTUE, RUSSELL & MORGAN,

Per

V/L

Fale So. 4900. Best Property Burnary For GLADE May 22/48.

CLATHATA

(Mr.) Rechire TAISE

Reg. No. 13790.

PROP. SUBJECT

673 Bradner Road, Borth Bradner, S.C. boing Lote 8 and 9 of the Sast 9 of Sec. 16, Top. 14, Map 3879, Man. of Language, D.A.N.

CLAIM

Cost of clearing 3 serve of last \$1000.00
Cost of planting 5 serve etrectorries 600.00
Lond 990.00

Datidings: 24°x24° house with adjoining house 14°x18° Packing house

20.00

TOTAL CLAIM - \$3010.00

The above property was purchased by Hackine Tales, water agreement for Sale dated Howesber 17th, 1936, registered under Sr. 79286C, for the out of \$50,00.650,000 being paid in cent and the balance payable at the rate of \$100.00 per year community howesber, 1941, at the laterest at \$6. Only the howesber 1941 payable man see. Unput these for 1941 and 1942 amounted to \$46.00 and principal and interest due to vender mounted to \$120.00. Sr. ILLS was requested to meet the obligation or guit thats to by Note the 64 not meet the obligation or guit that to by Note the 64 not meet the obligation or guit that to by Note the 64 not meet the obligation or guit that to by Note the 64 not meet the obligation or guit that to by Note the 64 not meet the obligation of guit that at any South Links food. Property we foresteed on 27th July, 1943.

J. Spradt.

Proof of Claim

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

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

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council. 4500

1. Name of Clement in full:

Registration No.

13790.

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

North Bradner, B.C.

3. Claimant's present address:

Iron Springs, Alberta.

- 4. Claim relating to real property:
 - (a) Street address of real property:

673 Bradner Road, North Bradner, B.C.

(b) Legal description of property:

9.98 Acres - Lot 8, Ri quarter, Section 16, Township 14, Map 3879.

9.91 Acres - Lot 9, Et quarter, Section 17, Township 14, Map 3879.

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

Strawberry farming.

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

Payment on land not finished yet.

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

	9950 00				of land \$1000
(I) Land— \$	2250.00.	Cost	of planting	3 acres	strawberr-
					ies 600
(II) Rukhuezak		Land			550
		Well			100
					2250

	2	4'x24' house w	ith adjoining
(II) BUILDINGS.	\$ 760.00 b	ouse 14'x18'	\$ 750
		acking house	10

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

\$ 3010.00.

- 5. Claims relating to personal property, etc.
 - (a) Location at which property was left by Claimant at date of evecuation:

North Bradner, B. C.

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

Stored in one room.

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

In care of Custodian

Shares left in hand of Mr. J.B. Shimek, mgr. Pacific Co-Operative Union.

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

Household Furniture and Farm Implements.

1 kitchen stove	\$50.00	1 hammer	\$ 3,50
1 heater stove	5.00	1 saw	5.00
3 cabinets	30.00	2 wedges	2.50
1 bureau	20.00	2 axes	9,50
3 bunches laths	2.25	2 scales	30.00
1 peevee	5.00	3 tolls tar pa	
3 tables	6.00		po. 0.70
4 chairs	6.00	Shares	
2 bads	30.00		
2 wooden beds	2.00	1 share United	Parm 10.00
2 doors	8.00	22 shares-P.C.	
1000ft. V joining	45.00		
1 pick	2,25		and the second
6 hnes	7.50		5/19.5%
3 mattocks	7.50		
3 scythes	4.50		
1 hay fork	2.50		
1 wheelbarrow	1.75		
	5.00	X The State of the	

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

\$503.50.

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

7. An Interpreter will

be required.

DATED this

13th

day of October A.D. 1947.

Witness to Signature of Claimant.

H. Jaise

Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

Hachiro TAISE

(Full Name of Claimant)

of Iron Springs, Alberta, (Present Address) Santo megas bene concernation

Farm Laborer. (Occupation)

in the Service of the Service of the DO SOLEMNLY DECLARE:

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

Appropriate and Company Propriate State St

BURDION THE NO RELEASED IN Applicate out to be bangage suite. The

SME SHOULD THE RESIDENCE STATE OF

544 3

acide Decidence in a few

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

DECLARED at frontpung

in the Province of Alberta,

this 17th day of houmby

A.D. 1947.

H. Jaise

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

VISTOR & SUPPLY Parenter & Religion

Letter 18th and rest de 1

CASE NO. 754.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta, October 5th, 1948.

IN THE NATTER OF THE CLAIM OF TAISE, HACHIRO.

PROCEEDINGS AT HEARING.

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1. REVISED STATUTES OF GAMADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

(HIS HONOUR JUDGE L. H. STACK, SUB-CONCESSIONER)

10

Lethbridge, Alberta, October 5th, 1948.

IN THE MATTER OF THE CLAIM OF MACHINO TAISE.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

appearing for the Deminion Government.

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

appearing for the

MISS LILLIE THOMAS,

D.J. HAMDPORD, Kaq.,

S.R. HOWARD, Req.,

Secretary.

Official Interpreter.

Official Reporter.

H. Taise, Discussion.

THE SECRETARY: Gase No. 754, Machiro Talso.

IM. VINTUE: In this case, sir, I have instructions to withdraw the claim, and I now request that it be withdrawn.

THE SUB-COMMISSIONER: That is No. 117 on the list? M. VIRTUK: No. 117 on the list, sir.

THE SUB-COMMISSIONER: Very well.

(PROCEEDINGS CLOSED)

I hereby certify the foresing to be a true and accurate transcript of the proceedings herein,

"S.R.HOWARD" Official Reporter.

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

聯目目:應利用(8)(1) # 4. 行身(8) 日寸:興

Name of Claimant Parmy Bachtro

Core 754 - Transpirant

Custodian File

4500

UNITED BY AND ADDRESS OF THE PARTY OF THE PA						REAL	PROPE	RTY					
Greate	r Vancou	iver	Rural	(excep	ot V.L	.A.)	(ex	V.L.A cept M	ission	V.		Mission lage	Total
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	and the second						<u>NETS</u>						
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