

4830



HANEY  
OFFICE OF THE CUSTODIAN  
JAPANESE SECTION

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

**PERSONAL INFORMATION**NAME: MIYAKE (Name) Mrs. TakajiHOME ADDRESS: R.R. No. 1, Haney, BCREGISTRATION NUMBER 14007 SEX: Female AGE: 43OCCUPATION: Housewife

(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: ---MARRIED? YesNAME OF WIFE OR HUSBAND: Takaji 4/22/21ADDRESS OF WIFE OR HUSBAND: R.R. No. 1, Haney, BCNAMES OF ANY LIVING CHILDREN: George (M)ADDRESS OF CHILDREN: R.R. No. 1, Haney, BCAGE OF CHILDREN: 14th 14 years**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)1. LOCATION AND DESCRIPTION: 10 acres on 14th Ave., R.R. No. 1, Haney, BCSub 5 SW 1/4 Sec 28 T14 R142. BUILDINGS AND OTHER IMPROVEMENTS: Four-room dwelling house,chicken house, dog house, pig house.3. INSURANCE (Give particulars; state where policies are) None4. TAXES (Amount and where payable) \$18 per month payable at Haney Municipal Hall5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) \$400 mortgage to  
Mr. R. Tetsuguchi, Haney, BC6. OCCUPANCY AND LEASES (If vacant so state) Myself



7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Land Registry Office New Westminster
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: My husband has a half interest
9. IF FARM LAND STATE CROPS SOWN: 1 acre of berries, fruit trees

**STATEMENT OF REAL PROPERTY OCCUPIED**

1. LOCATION AND DESCRIPTION: See page 1
2. LANDLORD'S NAME AND ADDRESS: My husband and 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
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: See clause 9

**STATEMENT OF PERSONAL PROPERTY OWNED:**

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: None
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: None

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

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

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

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

**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 20th day of April

1942. N. Miyake

(Signature)

J. Williams  
Witness

FOR DEPARTMENTAL USE



INFORMATION FROM R.C.M.P.

Date July 3, 1943

Our File No. 4830

Full Name MIYAKE, (Name) Mrs. Takaji  
(Surname in Block Letters)

Registration No. 14007 Male - Female   
(check)

Age June 10, 1898

Former Address R.R. #1, Nancy, B.C.

Date Evacuated May 19, 1942 Naturalized - Canadian-Born - National   
(check)

Present Address c/o. Geo. H. Jones  
Postage La Prairie, Manitoba

Married - Single   
(check) Name of Wife \_\_\_\_\_

Name of Mother free OSAKI / Fujie <sup>deid</sup> Name of Husband Takaji # 13730

Name of Father YAMASAKI, Takuji (deid)

Names of Children under 16 See Husband's sheet.

Requested by Patt Hodgson Registered with Custodian YES  
(Yes or No)

Additional Information Fanner's Help.

\* Came to Canada as wife of HIDEMA, Jima. Legally divorced 1930  
again in Japan. Married to present husband (common law wife) 10 yrs ago,  
but only legalized in August 1940.



REAL PROPERTY SUMMARY

Files 4830, 4831

V.L.A. B.C. 85-P

**JAPANESE NAMES:** Namie MIYAKE - Reg. No. 14007  
Takaharu MIYAKE - Reg.No. 13730.

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

**PROPERTY ADDRESS:** 204 - 14th Avenue, Haney, B. C.

**LEGAL DESCRIPTION:** Block 5 of the South West quarter of Section 28  
Township 12 Map 1105 Municipality of Maple Ridge  
in the District of New Westminster.

**TITLE:** In the names of Takaji MIYAKE and Namie MIYAKE  
Joint Tenants.

**ENCUMBRANCE:** Subject to mortgage filed as 83685-C dated  
26th May 1941, to Rokusasuro TANIGUCHI for the  
sum of \$400.00 with interest at 6%.

Vesting 24260 - 7th July 1942.

**ASSESSED VALUE:** 1942 -  
Land \$500.00  
Improvements \$300.00 Total \$800.00 Taxes \$19.85

**CLASSIFICATION:** Inspector reported May 29, 1942, a farm of 10  
acres of which 1 acre was in strawberries and  
with some fruit trees. On the property is a  
one storey house 26 x 30, 4 rooms, fair condition; chicken house,  
6 pig styes and woodshed.

**HISTORY OF ADMINISTRATION:** The crop on this farm was sold by the  
Custodian to Mrs. Blonde S. BLACKSTOCK  
in 1942 on a rental basis of 50% of the  
net proceeds of the crop. The gross crop amounted to \$131.66, less  
expenses of \$26.15, net returns \$105.41. The Custodian's 50% share -  
\$52.71. This was not paid by Mrs. BLACKSTOCK to this office but was  
applied by the Maple Ridge Co-operative Produce Exchange on MIYAKES'  
account there.

Property was leased by the Secretary of State on the 18th  
December 1942 to Henry FORGIE for a period of 1 year to the 30th  
September 1943 with storage reserved, rental \$60.00 which has been  
paid of which \$45.00 has been allowed to The Director The Veterans'  
Land Act, leaving \$15.00 to the credit of the account. R. TANIGUCHI  
holder of the mortgage on this property, reported on the 19th January  
1944, that no payment on the principal of \$400.00 had been made, but  
that interest to the 26th May 1942 had been paid, leaving the amount  
owing as \$400.00 and interest for 3 years \$72.00 as owing on the  
26th May 1945. There was to the credit of the joint account of



account of

Namie and Takaharu MIYAKE on the 13th October 1945, \$365.95. The MIYAKE account was debited with this amount and title conveyed, clear of encumbrance to The Director The Veterans' Land Act. The balance of mortgage remaining unpaid, being a Japanese interest, is vested in the Custodian by virtue of the Revised Regulations of 1943, Section 21, and remains a personal liability of the mortgagors. No Certificate vesting the mortgagee's interest has yet been filed and I am of the opinion that the filing of such a Certificate is unnecessary.

**SOLD:** To The Director The Veterans' Land Act for \$395.00 as at 1st January 1943.  
Approval of Advisory Committee 1st June 1943.

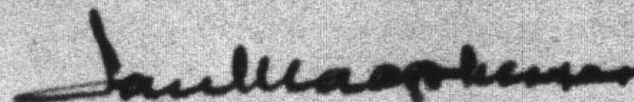
**FUNDS:** Released to the credit of the joint account of Namie and Takaharu MIYAKE, sale price \$395.00 plus 3 months rent from Henry FORGIE - \$15.00, refund of insurance \$12.75, Total = \$422.75; less Certificate of Encumbrance \$1.00, registration fee \$3.00 legal fee \$15.00, insurance \$12.75, taxes \$25.05 and amount paid on the mortgage \$365.95 total \$422.75. Net amount released - NIL.

**TITLE:** Included in C. of T. 172717-E and payment of consideration included in cheque to the Custodian dated June 28th, 1944.

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

DATED May 8th, 1946.

WEA:EH





FIRE INSURANCE SUMMARY

File Nos. 4830, 4831,

Re: Naomi MIYAKE

Reg. No. 14007.

Takehiko MIYAKE

" " 13730.

The dwelling owned by the above was insured by the Custodian in the North West Fire Insurance Co., policy number 218264 in the amount of \$250.00 for 3 years expiring 25th May 1946, and premium of \$12.75 paid on the 29th May 1943.

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

  
DATED May 9th, 1946.

INCL



LIABILITY SUMMARY

Files 4830, 4831

Re: MIYAKE, Namie - Reg.No.14007  
MIYAKE, Takaharu - Reg.No.13730

Rokusuro TANIUCHI made a loan to Namie and Takaharu MIYAKE on the 26th May 1941 of \$400.00 with interest at 6% secured by a mortgage on the farm property of the mortgagors. The interest on this loan was paid to the 26th May 1942. Interest from that date to the 13th October 1945 amounts to \$51.00, so that on the latter date the liability was \$451.00.

The Custodian sold MIYAKE's property in accordance with the Canadian Government's policy of liquidation from which the net sum of \$365.95 was derived. As this mortgage also vested in the Custodian this amount was accepted in settlement of the mortgage on October 13th, 1945 and this amount was transferred to TANIUCHI's account. It does not however absolve the personal covenant of the creditors.

The file shows that a claim was made on the 20th October 1942 by the Maple Ridge Co-operative Produce Exchange against Takaji MIYAKE, who is the same person as Takaharu MIYAKE. The amount claimed was \$83.28. Against this debt the Co-operative credited the sum of \$52.71 received from Mrs. BLACKSTOCK as consideration of crop lease in 1942. They also cancelled MIYAKE's share interest of \$16.00 and applied this on the account leaving a balance owing of \$15.12. No funds were available with which to make settlement and P.S. Ross & Sons, liquidators of the Co-operative, were so notified. *Settlement in full was later made however from proceeds from sale of chattels.*

A claim was filed on the 30th May 1942 by the M. Furuya Co., of \$60.28. It was discovered that this claim was against Koji MIYAKE and was withdrawn by P.S. Ross & Sons.

This file reveals no other liabilities.

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

*J. H. S. S. S.*

WEA:EH  
May 15, 1946.







PERSONAL PROPERTY SUMMARY

File No. 4830

29th July, 1947.

Re: Namie MIYAKE - Reg. No. 14007

CHATELS: The above Japanese declared no chattels when registering with this office on the 20th April, 1942.

A mail box was sold for \$2.00 and credited to the joint account of the above Japanese and her husband, Takaharu MIYAKE, File No. 4831, and since chattels were declared by her husband and are handled on his file, this sum was transferred to his account on the 29th July, 1947.

Mrs. MIYAKE declared no personal property assets, and none are revealed on her file.

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

HA

*A. Allan*  
.....



R E P O R T  
ON EVACUATED JAPANESE PROPERTY

File No. 4830

**MUNICIPALITY:** Maple Ridge.

**Date:** May 29th. 1942

**NAME:** MIYAKE. Namie, (Mrs. Takaji)

**REGISTRATION NO.** 14007.

**ADDRESS:** 204 14th. Ave. Haney, B.C.

**PROPERTY:** Jointly owned with Husband Takaji MIYAKE.

**ACREAGE:**

**KIND OF CROPS:**

**APPROXIMATE ACREAGE OF EACH:**

**HOUSE:**

**VACANT:**

**OCCUPIED**

**DESCRIPTION**

**ROOF:**

**SIZE:**

**NO. OF ROOMS**

**CONDITION:**

**OTHER BUILDINGS:**

**NAME OF LESSEE OR RENTOR:**

**TERMS:**

**WATER:**

**ON:**

**OFF:**

**LIGHT:**

**ON:**

**OFF:**

**REMARKS:** See report on MIYAKE. Takaji # 13730.

**INVENTORY OF CHATTELS LEFT ON PROPERTY**

**None.**

**Signed:**

I. C. Bardwell.



with name  
% A. M. Gallister,  
Portage la Prairie, Man.,  
October 12, 1942.

4830

The Custodian's Office,  
506 Royal Bank Bldg.,  
Hastings and Granville,  
Vancouver, B.C.

Dear Sir:

Re File No. 4830.

In reply to your letter of September 30<sup>th</sup>.  
regarding the mortgage given me by Takaji Miyake  
on property

{ Blk. 5 of the SW 1/4 of Sec. 28, Twp. 12, Map 1105,  
Municipality of Maple Ridge,  
please refer to FILE NO. 83685C, left in charge at the  
mortgage office in New Westminster, B.C. for your  
required information.

The mortgage principal is Four Hundred Dollars,  
(\$400.00) with interest of 6 percent. The interest  
for the first year has already been paid me by Mr. Miyake.

I hope this will supply you with your  
required information.

Yours truly,  
R. Taniguchi.



RECEIVED  
NOV 6 1942

Cramer

W. A. McCallister,  
Portage la Prairie, Man.,  
November 3, 1942.

4830

W. A. McCallister  
Mr. D. A. Cramer,  
506 Royal Bank Bldg,  
Hastings & Granville,  
Vancouver, B.C.

Dear Sir:      Re: File No. 2831 } with indexes on  
                       4830. }  
I have received your letter of the  
25<sup>th</sup>. ltt. containing a duplicate of the mortgage.  
The statement is correct.

Now what reason do you wish my  
signature be placed on this statement?  
Have you in mind to sell this property?  
If this is the reason, I would like you to consult  
Mr. Takaji Miyake before taking further steps.

Please let me know the reason for the need  
of my signature and I shall send you the copy  
of the statement, signed.

Hoping that I am not causing you too  
much trouble.

Yours truly,  
R. Taniguchi.

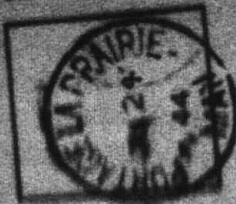


THE UNDERSIGNED ACKNOWLEDGES THAT THE REGISTERED ARTICLE DESCRIBED ON THE OTHER  
*Le soussigné déclare que l'envoi mentionné d'autre part*

THIS WAS FULLY DELIVERED ON THE  
*ce fut dûment livré le*

DATE AND OFFICE OF DELIVERY  
*Timbre du bureau destinataire*

24 Jan 44



SIGNATURE OF THE ADDRESSEE  
*Signature du destinataire*

(1)

BY ADDRESSEE'S REPRESENTATIVE  
*du représentant du destinataire*

(2)

BY THE POSTMASTER OF THE OFFICE OF DESTINATION  
*de l'agent du bureau destinataire*

- (1) This advice should be signed by the addressee or if the regulations of the country of destination so provide, by the Postmaster of the business office and returned by first mail to the address shown on the other side.  
*Cet avis doit être signé par le destinataire, ou si les règlements du pays de destination le requièrent, par l'agent du bureau destinataire, et renvoyé par le premier courrier à l'expéditeur, dans l'adresse indiquée sur l'autre côté de cette carte.*
- (2) When delivery is made to the authorized representative of the addressee, both addressee's name and representative's signature must appear on this receipt.  
*Lorsque la remise est faite au représentant autorisé du destinataire, le nom du destinataire et la signature de son représentant doivent paraître sur ce reçu.*



CANADA  
DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE CUSTODIAN  
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6181

PLEASE REFER TO

FILE NO. 4830 & 4831

808 ROYAL BANK BLDG.,  
HASTINGS AND GRANVILLE  
VANCOUVER, B.C.

January 19th, 1944.

Registered A/R

Mr. Takaji MIYAKE,  
Registration No. 13730,  
c/o Geo. H. Jones,  
Portage La Prairie,  
Manitoba.

|                      |
|----------------------|
| EVACUATION SECTION   |
| Rec'd. FEB 22 1944   |
| File No. 4830 + 4831 |
| Ans.                 |
| Referred Macpherson  |

Dear Sir:

RE: Lot 5, a part of S.W.  $\frac{1}{4}$  Sec. 21,  
Tp. 12, Map 1105.

Mr. Rokusanuro TANIGUCHI, Mortgagee, has filed with us a statement dated 23rd November, 1942, showing that you are indebted to him in the sum of \$400.00 and Interest, being the balance of Mortgage. Details as follows:

Balance of Principal \$400.00  
Interest from June 1, 1942, at 6 %.....

Will you be good enough to confirm this by signing the duplicate of this letter and return the copy you sign at once to this office using the stamped, addressed envelope enclosed herewith.

If any differences exist, please let us have full particulars.

Failing to hear from you by return of mail we will have no alternative but to decide that the claim is correct.

Yours truly,

IM:ML  
Encls.

Ian Macpherson  
Title Examiner

Approved Corrects

T. Miyake  
(Japanese Name)



4830  
4831

October 11, 1950.

Mr. and Mrs. Takahara MIYAKE,  
Box 73-B, R.R. No. 1,  
Winnipeg, Manitoba.

Dear Sir & Madam:

Re: Japanese Property Claims Commission  
Case 809

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 ..... \$800.30

We have paid to the Co-Operative Committee for legal fees as authorized by you... \$46.30

The balance due to Mr. Rokusaburo Tsuniguchi who held a mortgage on your property has also been paid, in the amount of ..... 42.44  
94.74  
\$705.63

Cheque in your favour for this amount is enclosed herein.

Yours truly,

F. G. Shears,  
Director.

FAS/GH  
Encl. 1 cheque.



*Crossed out*  
*with Inclusion* File No. 4831  
1830

**NATURE OF ENCUMBRANCE** MORTGAGE ..... or .....  
(registered) ..... (unregistered) .....  
**Name of Owner of Property** MIYAKE, Takaji and MIYAKE, Namiye ..... Reg. No. 13730  
Address Haney, B. C. ..... 14007  
Occupation Farmer and Housewife ..... Age 53  
Registered Owner of Property Takaji MIYAKE and Namiye MIYAKE .. G.T.No. 143707v8

**Property:**  
Property Address Haney, B. C. ..... Mun. Maple Ridge  
Legal Description Lot 5, a part of South West 1/4 of Section 21, Twp. 12  
Map 1105, New Westminster District ..... L.R.O. 83685-C  
Nature of interest Owners - joint tenants

OFFICE OF THE CUSTODIAN  
JAPANESE SECTION  
**RECEIVED**  
NOV 30 1942

**Particulars of Encumbrance:**  
Date 26th May, 1941  
Parties to document:  
Name Takaji MIYAKE, and Namiye MIYAKE ..... MORTGAGORS  
Address Haney, B. C.  
Name Rokusasuro TANIGUCHI ..... MORTGAGEE  
Address Haney, B. C., - New c/o A. McCallister, Portage La Prairie, Man...  
Principal Amount \$400.00  
Terms of Payment \$100.00 1st June 1942 - \$100.00 1st June, 1943, \$100.00 1st June, 1944, \$100.00 1st June, 1945. Rate of Interest 6%  
Arrears, if any: Principal \$100.00 Interest .....  
Balance owing as at this date \$400.00 - Interest for 1st year has been paid

**Standing of Taxes:** Arrears ..... Current \$19.85 (1942)

**Insurance:**  
(1) Agent ..... Company .....  
Policy No. .... Amt. .... Prem ..... Exp.Date .....  
(2) Agent ..... Company .....  
Policy No. .... Amt ..... Prem ..... Exp.Date .....

Nature, particulars and whereabouts of unregistered documents, if any: .....  
Dated at Portage La Prairie, Manitoba this 23 day of November A.D. 1942.

*Complete*

CERTIFIED CORRECT:  
R. Taniguchi  
(Signature)



# This Indenture,

made in duplicate the 26th day of May  
one thousand nine hundred and forty-one

In Pursuance of the "Short Form of Mortgages Act"

Between

TAKAJI MIYAKE, of Haney, British Columbia,  
Farmer, and NAMIYE MIYAKE of Haney  
Housewife, Joint tenants

Insert Full Name,  
Street Address and  
Occupation of each  
Party.

(hereinafter called "the Mortgagor") of the FIRST PART  
AND

ROKUSASURO TANIGUCHI of Haney, Farmer

(hereinafter called "the Mortgagee") of the SECOND PART.

WITNESSETH that in consideration of the sum of Four hundred -----  
----- Dollars (\$400.00 )

of lawful money of Canada now paid by the said Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), the said Mortgagor **DOETH GRANT AND MORTGAGE** unto the said Mortgagee, forever **ALL** that certain parcel or tract of land situate in the Municipality of Maple Ridge, Province of British Columbia, more particularly described as Block 5 of the South West  $\frac{1}{4}$  of Section 28, Township 12, Map 1105,



**PROVIDED** this Mortgage to be void on payment of the sum of **Four hundred** -----  
----- (**\$400.00**) ----- Dollars

of lawful money of Canada, with interest at **6%** per cent. per annum,  
as well after as before maturity, as follows:

\$100.00 on the 1st day of June, 1942  
\$100.00 on the 1st day of June 1943  
\$100.00 on the 1st day of June 1944  
\$100.00 on the 1st day of June 1945.

the first payment of interest to be made on the **first** day of **June(next) 1942.**  
~~next day~~ ), arrears of both principal and interest to bear interest at the rate above mentioned, and  
such interest on arrears to be a charge on the land in the same manner as all other money hereby  
secured. And taxes and performance of Statute Labor.

**THE** said Mortgagor covenants with the said Mortgagee that the Mortgagor will pay the mortgage  
money and interest and observe the above proviso, and that the Mortgagor has a good title in fee  
simple to the said lands.

And that he has the right to convey the said lands to the said Mortgagee. And that on default the  
Mortgagee shall have quiet possession of the said lands free from all encumbrances.

And that the said Mortgagor will execute such further assurances of the said lands as may be requisite.  
And that the said Mortgagor has done no act to encumber the said lands.

And that the said Mortgagor will insure the buildings on the said lands to the amount of not less than  
the principal money hereby secured in dollars currency. But it is agreed that if and whenever such  
sum be greater than the insurable value of the buildings, such insurance shall not be required to any  
greater extent than such insurable value; and if and whenever the same shall be less than the insur-  
able value, the Mortgagee may require such insurance to the full insurable value. And it is further  
agreed that the Mortgagee may require any insurance of the said buildings to be cancelled and a new  
insurance effected in the office of any company named by him and also may of his own accord effect  
or maintain any insurance herein provided for, and any amount paid by him therefor shall be forth-  
with payable to him with interest at the rate aforesaid by the Mortgagor and shall be a charge upon  
the said lands.

**AND** the said Mortgagor doth release to the said Mortgagee all his claims upon the said lands,  
subject to the said proviso. The said Mortgagor covenants with the said Mortgagee that he will keep  
the said lands and the buildings and improvements thereon in good condition and repair according to the  
nature and description thereof respectively, and in case of neglect to do so, or if the Mortgagor or  
those claiming under him commit any act of waste on the said lands or make default as to any of the  
covenants or provisos herein contained, the principal hereby secured shall, at the option of the  
Mortgagee, forthwith become due and payable, and in default of payment the powers of sale hereby  
given may be exercised.

**PROVIDED** that the said Mortgagee on default of payment for **twelve (12)** months may on  
**30 days'** notice enter on and lease or sell the said lands. And provided also that in case default  
be made in payment in either principal or interest for three months after any payment of either falls  
due, the said powers of entering and leasing or selling or any of them may be acted upon without any  
notice by the said Mortgagee. And also that any contract or sale made under the said power may be  
varied or rescinded. And also that the said Mortgagee may buy in and resell the said lands or any  
part thereof without being responsible for any loss or deficiency on resale or expense thereby incurred.  
Provided that such sale may be either by public auction or private contract, and either for cash  
or on credit, or part cash and part credit, and at such sale the whole or any part or parts of the  
said lands may be sold.

**PROVIDED** that the Mortgagee may distrain for arrears of interest. Provided that the Mortgagee  
may distrain for arrears of principal in the same manner as if the same were arrears of interest.

**PROVIDED** that in default of the payment of the interest hereby secured, or taxes as hereinbefore  
provided, the principal hereby secured shall become payable.

**AND IT IS HEREBY AGREED** between the parties hereto that the Mortgagee may pay any taxes,  
rates, levies, assessments, charges, moneys, liens, cost of suit or matters relating to liens or encum-  
brances on said land, or pay property, mortgage or income tax imposed, or that may be imposed on  
the Mortgagee or the Mortgagor in respect of this property or Mortgage or the moneys secured here-  
by, and solicitors' and other charges in connection with this Mortgage, and valuator's fees, together  
with all costs and charges, including all solicitors' charges and commission for the collection of any  
overdue interest, instalment of principal, insurance premiums, and all other moneys whatsoever pay-  
able by the Mortgagor hereunder, which may be incurred by taking proceedings of any nature in case  
of default by the Mortgagor, and the amount so paid or incurred shall be a charge on the said lands  
in favor of the Mortgagee and shall be payable at the time of payment of next quarter's interest, with  
interest at the rate aforesaid until paid; and in default, the power of sale hereby given, and all other  
powers thereunto enabling, shall be forthwith exercisable.



**PROVIDED** that the hereinbefore mentioned notice of exercise of power of sale or lease, or either, may be effectually given either by leaving the same with a grown up person on the mortgaged premises, if occupied, or placing the same on some portion thereof, if unoccupied, or, at the option of the said Mortgagee, by publishing the same twice in some newspaper published in the county or district in which the said lands are situate, and that such notice shall be sufficient though not addressed to any person or persons by name or destination, and notwithstanding any person or persons to be affected thereby may be unknown, unascertained, or under disability; and on any sale, time for payment may be given and special conditions may be made, and the cost of any abortive sale shall become a charge upon the lands, and the Mortgagee may tack them to the mortgage debt.

**PROVIDED** that the purchaser shall in no case be bound to ascertain that the default has happened under which the Mortgagee claims to lease or sell, and that the remedy of the Mortgagor shall be in damages only, and the sale under the said powers shall not be affected.

**PROVIDED** that until default of payment the Mortgagor shall have quiet possession of the said lands.

**AND** the Mortgagor hereby attorns to the Mortgagee and becomes tenant of the said lands during the term of this mortgage at a rent equivalent to and payable at the same days and times as the payment of interest as hereinbefore agreed to be paid, such rent when so paid to be in satisfaction of such payments of interest. Provided the Mortgagee may in default of payment or breach of any of the covenants hereinbefore contained, enter on the said lands and determine the tenancy hereby created without notice.

**IT IS AGREED** that the Mortgagee may satisfy any charge now or hereafter existing or to arise or be claimed upon the said lands, and the amount so paid shall be added to the debt hereby secured and bear interest at the same rate, and shall be forthwith payable by the Mortgagor to the Mortgagee and in default of payment the principal sum hereby secured shall become payable, and the powers of sale hereby given may be exercised forthwith without any notice. And in the event of the Mortgagee satisfying any such charge or claim, either out of the money advanced on this security or otherwise, he shall be entitled to all the equities and securities of the person or persons so paid off.

**AND IT IS AGREED AND DECLARED** that every part or lot into which the mortgaged lands are or may hereafter be divided does and shall stand charged with the whole of the moneys hereby secured, and no person shall have any right to require the mortgage money to be apportioned upon or in respect of any such part or lots, and the Mortgagee may discharge any part or parts from time to time of the mortgaged lands for such consideration as he shall think proper, or without consideration if he sees fit; and no such discharge shall diminish or prejudice this security as against the lands remaining undischarged or as against any person whomsoever.

**AND IT IS ALSO AGREED** that if the said principal or any part thereof be not paid at maturity, the Mortgagor shall not be at liberty to pay the same except upon payment of interest thereon at the rate aforesaid in full to date of payment, and a further sum equal to three months' interest thereon as aforesaid by way of bonus.

**AND IT IS FURTHER AGREED** that in case default be made and the mortgage moneys be recovered or payment be obtained before maturity by action or by any other remedy or means, or in case of sale, the Mortgagee may collect and retain, whether out of the proceeds of the sale or otherwise, an amount equal to three months' interest at the rate aforesaid upon the capital so recovered by way of indemnity.

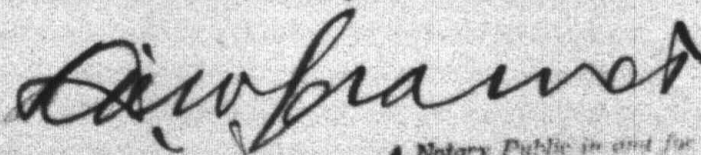
**AND ALSO IT IS AGREED** that neither preparation nor registration of this mortgage shall bind the Mortgagee to advance the money hereby intended to be secured.

**AND IT IS EXPRESSLY AGREED** between the parties hereto that all grants, covenants, provisos, and agreements, rights, powers, privileges, and liabilities contained in this mortgage shall be read and held as made by and with and granted to and imposed upon the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, as if the words "heirs, executors, administrators, successors and assigns" had been inscribed in all proper and necessary places. Wherever the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

**In Witness Whereof** the said parties have hereunto set their hands and seals.

The attached form of mortgage contains excerpts from an original mortgage deposited  
in the Land Registry Office at New Westminster, noted by Mr. Edmonds,  
the Title Searcher for this office on the 15th day of October, 1942.

October 27th, 1942.



A Notary Public in and for  
Province of British Columbia



**Acknowledgment of Officer of a Corporation**

I, **\_\_\_\_\_** of the Province of British Columbia, (whose identity has been proved by the evidence on oath of **\_\_\_\_\_**, who is) personally known to me, and that he is the person 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 hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at **\_\_\_\_\_** British Columbia, this **\_\_\_\_\_** day of **\_\_\_\_\_** in the year of our Lord one thousand nine hundred and **\_\_\_\_\_**

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

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

**Mortgage**  
 (LONG FORM)

The Clarke & Stuart Co. Ltd., Law Printers and Stationers, Vancouver, B.C.  
 Form No. 4

**Waird** **19**

**ACKNOWLEDGMENT OF MAKER (INCLUDING MARRIED WOMAN)**

I, **\_\_\_\_\_** of the Province of British Columbia, (whose identity has been proved by the evidence on oath of **\_\_\_\_\_**, who is) personally known to me, appeared before me and acknowledged to me that the person mentioned in the annexed instrument as subscribed thereto as part **\_\_\_\_\_**, that I know the contents thereof, and that I executed the same voluntarily, and IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at **\_\_\_\_\_** British Columbia, this **\_\_\_\_\_** day of **\_\_\_\_\_** in the year of our Lord one thousand nine hundred and **\_\_\_\_\_**

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

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

**AFFIDAVIT OF WITNESS**

Province of British Columbia }  
 To Wit: }  
 I, **\_\_\_\_\_** of the Province of British Columbia, do hereby certify that, on the **\_\_\_\_\_** day of **\_\_\_\_\_** 19**\_\_\_\_\_**

Sworn before me at **\_\_\_\_\_** in the Province of British Columbia, this **\_\_\_\_\_** day of **\_\_\_\_\_** 19**\_\_\_\_\_**

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



**CLAIMS OF STATE FOR REAL PROPERTY**

**CLAIMED BY** Takahara MIYAKI Reg. No. 13730 File No. 4830

**PROPERTY DESCRIBED** Block 1 of the South West quarter of Section 22 Township 12  
 Range 129 Municipality of Maple Ridge in the District of New  
 Brunswick,

**ADDRESS** 224 - 14th Avenue, Sney, B. C.

**AMOUNT CLAIMED** 1943 - Land \$ 500.00  
 Improvements 1,200.00 = 1,700.00,

**FROM** Mrs. S. Miyaki Takahara MIYAKI and Hideo MIYAKI (Joint Tenants)

|                    |   |  |                 |
|--------------------|---|--|-----------------|
| <b>First Offer</b> | • | First offer  |                 |
| <b>AMOUNT</b>      | • | \$400.00, V. L. A. June 13, 1942.  |                 |
| <b>TERMS</b>       | • | None other than V. L. A. First offer.  |                 |
| <b>DATE</b>        | • | 1975.00 to V. L. A. on at January 1st, 1943.   |                 |
| <b>CLAIM</b>       | • | Claimant's total estimated value of land<br>and improvements                                       | 1,700.00        |
|                    |   | Claimant's total estimated value of<br>buildings   | 500.00          |
|                    |   |  | <u>2,200.00</u> |
|                    |   | Less amount which Claimant states Custodian<br>sold property (actual selling price was<br>1975.00) | - 500.00        |
|                    |   | Now being claimed - - - -  | <u>1,700.00</u> |

Jan 15, 1948.