

5279



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: TAMURA MorikiyoHOME ADDRESS: 5th Ave., Haney, B.C.REGISTRATION NUMBER 14109 SEX: Male AGE: 37OCCUPATION: Trucking

(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: None

EXHIBIT NO.

DATE

FILED BY

MARRIED? YesNAME OF WIFE OR HUSBAND: IoshikoADDRESS OF WIFE OR HUSBAND: 5th Ave., Haney, B.C.NAMES OF ANY LIVING CHILDREN: Louise Reiko (F), Alan Hiromu (M)ADDRESS OF CHILDREN: 5th Ave., Haney, B.C.AGE OF CHILDREN: 5, 1.**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: 7 acres - 5th Ave., - Twp. 12, Group 1  
of map 1007 - Sect Lot 245 - Block 2 of Lot 13 - except as in sketches  
8403 and 5989.

2. BUILDINGS AND OTHER IMPROVEMENTS: 3 room house - woodshed -  
chicken house -

3. INSURANCE (Give particulars; state where policies are) Travellers Fire Insurance  
Co., for \$400.00 - premium \$8.00 per year - Policy No. 25376 -  
Policy on house - in owner's possession.

4. TAXES (Amount and where payable) \$25.06 paid to the mun. of Haney, B.C.  
1941 taxes paid.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

None

6. OCCUPANCY AND LEASES (If vacant so state) Power of Attorney given to Hal  
Menzies, Haney, B.C. described as Lot 13 - Block 2 - P.L. 245 - group  
1 map 1007 - on the south side of 5th Ave., between Dwydney Trunk Rd.,  
and #22 Road, Haney, B.C.



7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Land Registry Office, New Westminster B.C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: wife - Toshiko.
9. IF FARM LAND STATE CROPS SOWN 25 fruit trees - 1/2 acre of asparagus.

**STATEMENT OF REAL PROPERTY OCCUPIED**

1. LOCATION AND DESCRIPTION: See page 1, Section 2.
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:
- The following to be left in custody of Hal Menzies, Naney, B.C.
- piano - stove - 30 chicken milk cans - 2 cords of stove wood,
- miscellaneous articles approx. value - \$100.00.
- 2 cords of stove wood sold to Francis Cole -
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: None5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF  
OTHERS: None6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)  
\$100.00 Victory Bond - 1942 - Bond #K-8A268139 - in owner's possession.8. BANK ACCOUNTS: Bank of Montreal, money, B.C. -- \$1,876.00 - /9. LIFE INSURANCE: Sun Life Assurance Co., for \$1,500.00 - Policy #2272932 -  
owner's wife Toshiko - Premium - \$25.50  $\frac{1}{2}$  yearly - in owner's  
possession. The Great West Life Assurance Co., for \$39.96 monthly  
annuity - paid to wife Toshiko - Policy No. WAN21059 - Premium \$100.00  
annual payment. Policies in owner's possession.10. INTEREST IN ANY ESTATES OR TRUSTS: None11. SAFETY DEPOSIT BOX: None**LIABILITIES:**1. PERSONAL DEBTS: None2. 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 23rd day of April 1942.(Signature) [Signature][Signature]  
Witness

FOR DEPARTMENTAL USE \_\_\_\_\_



INFORMATION FROM R.C.M.P.

Date Nov. 23/43.

Our File No. 5279

Full Name TAMURA, Marikio  
(Surname in Block Letters)

Registration No. 14109

Male - Female  
(check)

Age Dec. 13, 1904

Former Address R.R. #1, 5th Ave., Honey, B.C.

Date Evacuated Apr. 30/42 Naturalized USA. Citizen.  
Japanese Origin  
Canadian-Born National  
(check)

Present Address

40 J. St. Evans,  
Edmonton, Alta.

Married - Single  
(check)

Name of Wife (MRS) Toshiko #13923

Name of Husband

Name of Mother (MRS) Yuri Name of Father Yasemon #13727

Names of Children under 18 #13725

Louise Reiko (F) 24/12/36

Alan Heromu (M) 7/4/41

Requested by

EDF

Registered with Custodian  
(Yes or No)

Additional Information

Trucking Cum gratia  
7 acres - 1 house. 2 ton truck - D.C.  
# 33958

65/15



REAL PROPERTY SUMMARY

Files 5279  
5286

V.L.A. B.C. 1-P

JAPANESE NAME: Morikiyo TAMURA - - Reg. No. 14109  
Toshiko TAMURA - - Reg. No. 13923

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

PROPERTY ADDRESS: 5th Ave., near Dewdney Road, Haney, B. C.

LEGAL DESCRIPTION: Lot 13 Block 2 of Lot 245 Group 1 Map 1007 Save and Except part 2.5 acres more or less as shown on Sketch 5989 and Save and Except part 0.5 of an acre more or less as shown on Sketch No. 8403 Municipality of Maple Ridge in the District of New Westminster.

TITLE: In names of Morikiyo TAMURA and Toshiko TAMURA.

ENCUMBRANCE: Vesting in Custodian 25117, 10 December 1942.

ASSESSED VALUE: 1942 -  
Land \$650.00  
Improvements \$400.00 Total \$1050.00 Taxes \$25.69.-

CLASSIFICATION: Poultry farm of 7 acres with 1 storey frame house, 22 x 26, 4 rooms, in good condition, woodshed and chicken house. Occupied by tenant at date of inspection, 15 May 1942.

HISTORY OF ADMINISTRATION: Property, including house and chattels, leased by owners on 22 April 1942 to Hector TESKEY for a period of one year from 1 May 1942 with option to renew, at a rental of \$180.00, payable at rate of \$15.00 per month in advance. Lessor paid rent due 1 May 1942, \$15.00 to the Custodian, but made no further payments and vacated the property 31 August owing \$45.00 on rental.

The property was then leased by the Custodian to William LOWRY for one year from 1st October 1942 at a monthly rental of \$8.00. Lowry paid to the Custodian 10 months rent, \$80.00, of which \$56.00 was allowed The Director The Veterans' Land Act as accrued rental 1st January to 31st July 1943.

The buildings were insured for \$400.00 by the owner with The Travellers Fire Insurance Co. for 3 years terminating 27 March 1944. On transfer of this policy a refund of \$3.29 was credited to the TAMURA account.

SOLD: To The Director The Veterans' Land Act for \$664.00 as at 1st January 1943.  
Approval of Advisory Committee 1st June 1943.

FUNDS: Released to the credit of Joint account of Morikiyo TAMURA

EXHIBIT NO.

DATE

FILED BY

789-5  
October 14/48  
Gra Nee



of Morikiyo TAMURA

and Toshiko TAMURA - Sale price \$664.00 plus refund of insurance \$3.29, rental from TESKEY \$15.00, rental from LOWRY \$80.00, total \$762.29; less taxes \$26.76, Certificate of Encumbrance \$1.00, registration fee \$3.00 commission on rent 75 cents, legal fee \$15.00, rent allowed The Director, The Veterans' Land Act \$56.00, total debits \$102.51. Net amount released \$659.78.

TITLE:

Included in C. of T. 169043-E and payment of consideration included in cheque to Custodian dated 9 March 1944.

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

DATED January 16, 1946.

*Jan Macpherson*

IM:ML



CHattel SUMMARY

File No. 5279 & 5286

28th July, 1947.

Re: Morikiyo TAMURA - Reg. No. 14109  
Toshiko TAMURA - Reg. No. 13923

Both the above Japanese, when registering with this office on the 23rd April, 1942, declared leaving the same chattels:-

Piano  
Stove  
30 chicken milk cans (troughs)  
Miscellaneous articles.

This property was inventoried on the 15th May, 1942, and the following goods were found:-

Kinball piano and bench ✓  
Kitchen range ✓  
Kitchen chairs ✓  
Kitchen table ✓  
2 boxes, contents unknown

There is an undated letter on file (6th Oct. 1942) from Mr. Morikiyo TAMURA to Mr. Wilson of Hane, which had apparently been written by TAMURA in answer to a letter from Wilson, enquiring about the use of his piano. TAMURA gave his consent in the letter, stating that Mr. Hal Menzies was his acting agent. We advised Mr. Menzies that we had no objection to the piano being cared for by Mr. Wilson, and on the 13th October, 1942, Mr. Wilson acknowledged having received this piano.

On the 13th November, 1943, Mrs. Lowry, who was the tenant on the TAMURA's property, stated that the 2 boxes had been sent by a neighbour to the TAMURA's.

The Lowry's have been written to regarding the goods still in their possession, but no reply has been received, and Mr. Anderson stated over the telephone, 21st July, 1947, that it appears that the Japanese had disposed of their possessions themselves.

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

J. Allan

EXHIBIT NO.

DATE

FILLED BY

189-8  
October 14/48  
M. G. A. R. I. E.

HA



FILE NO. 5279

(See also File 5286)

[illegible]



LIABILITY SUMMARY

File No.s 5279 & 5286

28th July, 1947.

Re: Norikiyo TAMURA - Reg. No. 14109  
Toshiko TAMURA - Reg. No. 13923

The above Japanese declared no liabilities, but a claim of \$9.50 was filed against them by Dr. G. Morse. Norikiyo TAMURA was notified of this claim on the 7th February, 1944, and he replied he had no knowledge of the claim. Dr. Morse was advised of this, but he replied giving particulars of the account and stated it was still outstanding. TAMURA was again informed of the debt 5th April, 1944, with particulars, but he still denied it, and Dr. Morse was advised to contact the Japanese direct for settlement as the Custodian would take no further action.

These files reveal no other liabilities.

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

RA

.....*J. Allan*.....



PERSONAL PROPERTY SUMMARY

File No. 5279

28th July, 1947.

Re: Morikiyo TAMURA - Reg. No. 14109

CHATELS: See attached Chattel summary.

SPECIFIED ARTICLES: This file reveals no specified articles.

BONDS & INVESTMENTS: TAMURA declared a Victory bond, but this was not brought under control by the Custodian.

BANK ACCOUNT: He also declared having a bank account at the Bank of Montreal, Haney, but this was not brought under control by the Custodian.

LIFE INSURANCE: TAMURA declared two life insurance policies, one with the Sun Life Assurance Co. and the other with the Great West Life. These were not brought under control or administered in any way by the Custodian.

This file reveals no other personal property assets.

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

HA

*H. Allan*  
.....



**R E P O R T**  
**ON EVACUATED JAPANESE PROPERTY**

File No. 5279

**MUNICIPALITY:** Maple Ridge.

**Date:** May 15th, 1942.

**NAME:** TAMURA. Morikiyo,

**REGISTRATION NO.** 14109.

**ADDRESS:** 5th, Ave. off Dewdney Road, Haney, B.C.

**PROPERTY:**

**ACREAGE:** 7.

**KIND OF CROPS:** None.

**APPROXIMATE ACREAGE OF EACH:**

**HOUSE:**

**VACANT:**

**OCCUPIED** Yes. Lessee. H.E. Teskey.

**DESCRIPTION** 1 Story frame house.

**ROOF:** Shingle.

**SIZE:** 22 x 26.

**NO. OF ROOMS** 4.

**CONDITION:** Good.

**OTHER BUILDINGS:** Wpodshed. Chicken house.

**NAME OF LESSEE OR RENTOR:** H. E Teskey.

**TERMS:** \$15.00 Month, payable to Hal Menzies, Haney, B.C.

**WATER:** "Well"

**ON:**

**OFF:**

**LIGHT:**

**ON:** Yes.

**OFF:**

**REMARKS:**

**INVENTORY OF CHATTELS LEFT ON PROPERTY**  
**In House.**

Kimball Piano & Bench.

Kitchen range, (Good Cheer)

6 Kitchen chairs.

Kitchen table.

2 Boxes. (Contents unknown)

**Signed:**

I. C. Bardwell.



CLAIM

File No. 5279

DATE

Jan. 19th, 1944.

CREDITOR

Dr. G. Morse,  
Haney, B. C.

DEBTOR

Morikiyo Tamura

AMOUNT OWING

\$ 3.50

AGENT

Nil.

ORIGINAL FILE

G-68

part of 13 of 2, D. L. 245, Map 1007  
Bought 6½ acres on Town Line Road, Haney, from Wilson.



(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Morikiyo TAMURA

File No. 5279

*% J. T. Heninger  
Lucky Strike, Alta*

Reg. No.

*2109*

Company Sun Life

Agency Vancouver

Policy No. 2272932

Premium - \$ 25.50

Payable: Annually, Semi-<sup>X</sup>annually or monthly

Month April Day 5

REMARKS:

*Letter sent 27/11/43*



File No. 5279.

CLAIMS DEPARTMENT

February 7th, 1944.

Morikiva TAMURA - Reg. No. 14109

CREDITORS:

Dr. G. Morris ..... \$3.50 *Series*  
*Advised*

5279 & 5286 - Joint acct. - credit balance of \$11.24

File No. 5286.

(Mrs. Morikiva) Toshiko TAMURA - Reg. No. 13923

CREDITORS:

NO CLAIMS ON FILE

/DE

5-19-44  
675.53 in joint ac  
7-6-44  
A

No further action  
by "Claims"  
23-6-44  
A



File No. 5279

TAMURA, T. (Mrs.) -File 5286

TAMURA, Morikiyo

Reg. No. 14109

No # 22nd. Rd. Haney, B. C. (east of 2831-22nd. Rd.)

Picture taken March 7/43 by J.M.





# This Indenture

Made in duplicate the 2<sup>ND</sup> day of April in the year of Our Lord one thousand nine hundred and forty-two

## IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

MORIKIYO TAMURA  
and  
TOSHIKO TAMURA

of the town of Haney, in the  
province of British Columbia. Farmer  
and wife.

Insert full  
Names,  
Addresses  
and  
Occupations  
of parties.

hereinafter called the "Lessor" of the First Part:

And

HECTOR TESKEY

of the town of Haney, province  
aforesaid. Farmer.

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge, in the province of British Columbia, and more particularly known and described as Lot Seven (7) of the North West Quarter of Section Twenty-one (21) Township Twelve (12) Map 1027, in the District of New Westminster.

EXHIBIT NO.

789-11

DATE

October 14/48

FILLED BY

G. R. R. R.

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining.



From the 2nd day of May one  
thousand nine hundred and forty - two for the  
term of One Year thence ensuing.

Yielding during the said term therefor the rent of ..One Hundred Eighty.....Dollars,

of lawful money of Canada, payable on the following days and times that is to say: \$15.00 per month payable on the 2nd day of May, 1942 and on the 2nd of each and every month thereafter until the lease expires.

It is further provided that should the Lessor be unable to return to take possession of the property at the expiration of this lease, the lease shall be considered renewed from year to year and at the same terms.

the first payment to be made on the 2nd day of May, 1942

That the said Lessee covenants with the said Lessor to pay rent; ~~and to pay rates~~; and to pay rates for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

And will not assign without leave; and will not sublet without leave.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

Proviso for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

Proviso for re-entry on seizure or forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment.



And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature of Witness Halbert Menzies

Street Address

City or Town Haney, B.C.

Occupation Notary Public

M. TAMURA (Signed)

T. TAMURA (Signed)

HECTOR TESKEY (Signed)



Goods left on Lot 7, of N.W. $\frac{1}{4}$  of Sec.21, Tp.12, Map 1027  
Leased by Morikiyo & Toshiko Tamura to Hector Teskey.

- 1 Good Cheer Kitchen Stove
- 1 Piano and Stool
- 1 Kitchen table
- 6 Kitchen chairs
- 2 Rolls chicken netting
- 2 Boxes of Miscellaneous goods to  
be left for time being.

May 6th, 1942,

M. TAMURA (Signed)



789 - 2

Oct. 14/48

A. G. Virtue

THIS INDENTURE made the Twentieth day of March in the year of our Lord one thousand nine hundred and Forty-one

IN PURSUANCE OF THE "SHORT FORM OF DEEDS ACT"

BETWEEN

ARTHUR GEORGE WILSON  
and  
CEPHA BURNICE WILSON  
(Joint Tenants)

of the town of Port Hammond  
Mechanic, and his wife.

(hereinafter called the "Grantor")

AND

MORIKIYO TAMURA  
and  
TOSHIKO TAMURA  
(Joint Tenants)

of the town of Haney, B. C.  
Truck-operator and his wife

(hereinafter called the "Grantee")

WITNESSETH, that, in consideration of TWELVE HUNDRED (\$1200.00) - - - - -

-----  
Dollars of the lawful money of <sup>CANADA</sup> ~~Canada~~ now paid by the said Grantee to the said Grantor  
(the receipt whereof is hereby by him acknowledged) he, the said Grantor DOTH GRANT  
unto the said Grantee, his heirs and assigns FOREVER



ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the municipality of Maple Ridge in the province of British Columbia and known and described as THIRTEEN (13) of BLOCK TWO (2) of LOT TWO HUNDRED FORTY-FIVE (245) GROUP ONE (1) in the District of New Westminster according to the registered map 1007 HAVE AND EXCEPT 0.5 Acre portion heretofore conveyed as shewn on Sketch deposit Number 4803 and save and except 2.5 acre acre portion heretofore conveyed see sketch No. 5989

TOGETHER with all buildings, fixtures, commons, ways, profit, privileges, rights, easements, and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, rights, title, interest, property, claim and demand of him, the said Grantor, in, to, or upon the said premises.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; SUBJECT NEVERTHELESS to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown.

THE said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances.

AND the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.



AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

AND the said GRANTOR RELEASES to the said Grantee ALL HIS CLAIMS upon the said lands.

Wherever the singular or masculine is used in this Indenture, the same shall be deemed to include the plural or feminine, or the body politic or corporate; also the respective heirs, executors, administrators, successors and assigns of the parties hereto and each of the, (where the context or the parties so require.)

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

SIGNED SEALED AND DELIVERED

In the Presence of

Signature  
of Witness "Halbert Menzies" )  
Street Address \_\_\_\_\_ )  
City or Town Haney, B. C. )  
Occupation of Witness Notary Public )

"A. G. Wilson"

"C. B. Wilson"



Canada

**DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE CUSTODIAN**

**JAPANESE EVACUATION SECTION**

File No. 5277 & 5286  
Reg. No. 14109 & 13923

506 Royal Bank Building,  
Vancouver, B. C.

MAY 10 1944

Mr. Maritake TANURA & Mrs. Tomiko TANURA,  
Reg. Nos. 14109 & 13923,  
c/o J.E. Evans,  
Edmonton, Alberta.

Re:

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	\$ 644.00
Add:	
Unexpired insurance premium as at January 1st, 1943	3.79
	<u>\$ 647.79</u>
Less:	
Tax arrears to December 31st, 1942	\$
Registration fee	3.00
Encumbrance—Principal	
—Interest	3.00
Net proceeds of sale	<u>\$ 641.79</u>

Joint

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,  
Director.



1943

Debit

Credit

Balance

Jan. 1

Balance brought forward

12.24

12.24 Cr.

Credit re Sale of Property

664.39

Land Registry Office C. of E.

1.00  
61.00

6675.53

6675.53



**HAL MENZIES**

Real Estate and Insurance

Fire, Theft, Automobile  
Sickness and Accident  
Plate Glass and Burglary  
Insurance

Notary Public - Conveyances  
Loans and Appraisals

HANEY, B. C.

Sun Life Insurance  
Company's Agencies

June 25, 1942

Office of the Custodian,  
Japanese Evacuation Section,  
506 Royal Bank Building,  
Vancouver, B. C.

OFFICE OF THE CUSTODIAN  
JAPANESE SECTION

**RECEIVED**  
JUN 26 1942

Dear Sir:

Re: Morikiye Tamura

5279

In reply to your letter of June 24th, we are enclosing a statement of collections to date and including the amount due the above party and we are advising all ~~the~~ tenants to send the payments direct to you and not through this office to save unnecessary correspondence.

In the case of Tamura and Teskey, the payment due June 2nd has not been paid. We have been to the property and found it closed but apparently not abandoned. The neighbours know nothing of the whereabouts of the Teskeys. We presume that their absence is only temporary and that they will drop in to see us about the rent as soon as they return. We will send it on to you immediately it is available.

In regard to the furniture, I noticed that there are a few articles mentioned on a slip attached to the lease to be left in the care of the tenant. I presume you have a copy of this lease with the list attached.

Yours truly,

*H. Menzies*

\*Wm  
Encl.

TAMURA  
&  
TESKEY



C O P Y.

R.R. #1, Whonock, B.C.

Aug. 28, 1942.

The Custodian's Office,  
Dep't of the Secretary of State,  
Vancouver, B.C.

Dear Sir:

Received your registered letter and will send you a payment of \$30. (thirty dollars) on the seventh of September. I will send you the balance the following week. I have taken over a thousand hens and have been up against financial difficulties but will be pretty well settled up by that time.

Yours truly,

"H. E. Teskey".

P.S. In reference to the tools on the Ikeda place they have not as yet given us a list of them and household effects that they intend to leave.

"Mrs. J. H. Teskey"

(Files #6988, 5279 & 5286 - original in 6988)

14



MEMORANDUM.

File #3279 & 5603.

11th September, 1942.

To Mr. Richardson.

From Mr. Coffey.

re: Morikio TAMURA.

I contacted Mr. E. Teskey on the 9th instant when he informed me that he could not fulfil his promise to remit \$90.00, as promised on the 7th instant. Furthermore, he advised that he had no funds on hand at the time, and as he had a credit at the Maple Ridge Co-operative, which he was expecting to receive in the near future, he asked us to hold our claim for rent until that time.

Mr. Teskey is up to this time four months in arrears of rent, amounting to \$60.00, and it might be advisable to write and ask him whether he wishes to continue his lease on the above property.

ERC:GP

*[Handwritten signature]*

June	\$ 15
July	15
Aug	15
Sept	15
	<hr/>
	60



T.  
% J. D. HENINGER,  
LUCKY STRIKE, ALTA.

Dear Mr. Wilson: -

Received your letter of August 24<sup>th</sup>. My wife and I both agree that the piano could be in a much better place, and would be glad if you would take care of it for us. I have written to Mr. Menzies about it, he is acting as our agent.

You may have to see the custodian of enemy property about it. Its agent in Haney is Mr. Norman Whitehead, manager of B & K Milling Co. in Haney.

Please let me know when you take the piano (and stool) over to your house.

Yours sincerely

M. Tamura

M. TAMURA.

EXHIBIT NO. 789-10  
DATE October 14/48  
FILED BY E. G. A. Rice

5th Haney



MEMORANDUM.

✓  
Files #5279 & 5286.

17th September, 1942.

re: M. & T. TAMURA.

Mr. Ure reported today that he contacted H. Teskey, the lessee of subject Japanese property at Haney, regarding arrears of rent, and that Teskey informed him that he had advised this office by letter that he was vacating the property on August 31st and that he, Teskey, had a credit balance with the Maple Ridge Co-operative out of which he would pay the Custodian the sum of \$45.00 for rent owing. Mr. Ure confirmed that there was a credit at the Maple Ridge.

I am writing the Maple Ridge Co-operative to hold any credit to Teskey for our account and also advising the Soldier Settlement of Canada that this property is now available for leasing to some other party.

RDR:GF

*Credit at Maple Ridge Co-op belongs to  
Hester Teskey's father so is not available for  
claim on Hester Teskey*



Files #5279 & 5286.

21st September, 1942.

MEMORANDUM TO SOLDIER SETTLEMENT OF CANADA.

Attention Mr. McKay.

re: Morikiyo & Toshiko TANURA.

The above Japanese property has been vacated by Mr. Hector Teskey as of 31st August, 1942, the description being as follows:-

Lot 7 of N.W.  $\frac{1}{4}$  of Section 21, Tp.12, Map 1027, Municipality of Maple Ridge.

HRC:GF

*file this please*



5279  
5786  
Custodian of Enemy Properties:  
Vancouver, B.C.

OFFICE OF THE CUSTODIAN  
JAPANESE SECTION  
RECEIVED  
NOV 23 1942

% J. T. Heninger,  
Lucky Strike, Alta.

Nov. 15/42.

Richardson

Re: Land registered with Custodian.

Sir:-

Previous to my evacuation I had my land registered with your department. This land was already leased (by a notary public, Mr. Hal Menzies of Haney, B.C.) to a Mr. Teskey, also of Haney. This lease was to have run for a year at fifteen dollars a month.

I understand an order-in-council was passed in June of this year whereby properties of those of Japanese origin could not be sold, leased or rented except by the custodian of enemy properties, from that date on.

I am informed that Mr. Teskey has left my property, on the ground that the Soldier's Settlement Board had asked him to leave. As this lease was drawn up before the above-mentioned order-in-council was passed, it should still be effective.

No doubt your department is fully aware of these facts, and is collecting the



monthly rental and is crediting the same to my account.

I am notifying the Municipality of Maple Ridge that the taxes<sup>(land)</sup> will be paid by your department out of my credit account mentioned above. \$15 per acre.

I am not a Japanese national.

Yours sincerely

M. Tamura

MORIKIYO ~~M~~ TAMURA

(formerly of Haney, B.C.).

P.S. Kindly find enclosed tax statement, 1942, of the land in question.

M.T.



Hammond, B.C.,  
Nov. 13, 1943.

Dear Mr. Anderson:-

Mr. Lamura  
wrote to our next door  
neighbor to ship him 2  
boxes of personal effects  
in storage here and we  
would like to have your  
O. K. This neighbor Mr. F.  
Cole, is a friend of the  
Lamuras and is reliable.

yours truly,

Mrs. Wm. Lowry,  
114-5th Ave.

5279 } M. T. TAMURA  
5286 }

EVACUATION SECTION	
Rec'd	NOV 17 1943
File No.	
Ans.	
Referred	Anderson



Custodian of Enemy Properties  
Claims Dept.  
Vancouver B.C.

General Delivery,  
Raymond, Alta.  
Mar. 20/44

EVACUATION SECTION	
Rec'd	MAR 23 1944
File No.	5279
Ans.	N
Referred	Presumably

Dear Sir:-

Received your letter of few weeks ago regarding claim of Dr. Morse, Haney, B.C. for the sum of \$300.

Neither my wife nor I recollect having incurred any services from Dr. Morse. Moreover I had ~~made~~ settled all my accounts just prior to our evacuation.

It is strange that Dr. Morse should send in this claim at this time: almost two years after we <sup>had</sup> left Haney, B.C.

Yours sincerely

*M. Tamura*

M. TAMURA  
formerly of HANEY, B.C.

*Noted*



Copy for Japanese  
Tamura

DR. GARNET MORSE  
HANEY  
BRITISH COLUMBIA

EVACUATION SECTION	
Rec'd	APR 6 1944
File No.	5227
Ans.	
Referred	4 Secretary

To The Custodian Apr 4

Dear Sir

hold reply

Morikyo Tamura a/c 3<sup>50</sup>  
14109

It will assist him to recollect  
when I remind now that he had his  
wife in my office May 1936 for  
examination re pregnancy

My notes - " expects Dec 1936  
Pulse 90 Blood Press 90/70 "

There were extended services in this  
case & I sent him several accounts

as follows July 14 37 Aug 19 37 Oct 20 37

The above dates are my usual times  
for sending Japanese a/c's as many said  
to me over many years "Pay after Berry Crop"

Yours very truly  
G. Morse



Claims Dept.  
Office of the Custodian  
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	JUN 23 1944
File No.	527995286
Ans.	B.R.D.
Referred	Dusenbury

General Delivery,  
Raymond, Alta.  
June 19/44

File # 5279  
5286

Att: Mr. B.R. Dusenbury \$3.50

Dear Sir:- This is to acknowledge receipt of your letter of June 7<sup>th</sup>/44, also the letter of April 6<sup>th</sup> with an excerpt from Dr. G. Morse's letter.

I am sorry to inform you that we do not recollect that there should be such a claim. All medical services were rendered to us by other doctors of that locality.

I can not for the life of me see, why the claims department should be interested in a claim like this now. At the time of general evacuation beginning in the spring of 1942 your department notified the public, through the press, to send in claims against the Japanese as soon as possible.

However, Dr. Morse saw fit to send in his claim 2 years afterwards.



Dr. Morse explains it has  
been his practice to send out his  
bills of service after the summer  
crop. If so, why did he not send in  
his claim <sup>right</sup> after the crop of 1942 instead  
of waiting until 1944.

Yours sincerely

W. J. Jamney



5279  
5286

June 23rd, 1944.

Mr. Morikiyo TAMURA,  
Registration No. 14109,  
General Delivery,  
Raymond, Alta.

Dear Sir:

re: \$3.50 - Dr. G. Morse

We wish to acknowledge receipt of your letter of the 19th inst. relative to the above claim. It is noted that you definitely deny owing this or any amount to Dr. Morse. We shall notify him of what you say, and in view of your definite denial we shall discontinue further action, leaving him to take whatever course he wishes to in regard to this claim.

The Custodian merely acts as a go-between in an endeavour to settle accounts between debtors and creditors. We have now followed this as far as we think necessary, and after reporting to Dr. Morse, as indicated above, we shall take no further action.

We shall give him your present address in case he should wish to write to you about the account.

Yours truly,

B. R. Dusenbury,  
Claims Department.

*[Handwritten signature]*  
BRODE



5279  
5286

June 23rd, 1944.

Dr. G. Morse,  
Honey, B.C.

Dear Sir:

re: \$2.50 - Morikivo TAMURA, Reg. No. 14109

Please refer to our letters of the 24th March and the 5th of April to you relative to the above claim. We followed these with our letter of the 6th of April to Mr. and Mrs. Tamura, and later wrote again to them on the 7th inst. We are now in receipt of a reply from Mr. Tamura, a copy of which we enclose herewith so that you will be fully advised of his reaction.

In view of the foregoing, and the fact that you did not include this claim in your first list of accounts to this office, we feel that we have shown plenty of co-operation in an endeavour to obtain payment of this account. We shall now leave the matter to you to take such steps as you may decide to collect this account, if you still think that this is the party owing you this amount.

Tamura's address is:

General Delivery,  
Raymond, Alta.

Yours truly,

B. R. Dusenbury,  
Claims Department.

~~RECEIVED~~  
~~Encl.~~



MEMORANDUM

File No. 5279

3rd January, 1946

Re: TANURA, Morikiyo - Reg.No.14109

A notice from the Bank of Montreal at Haney, B.C. was forwarded by this office to the above Japanese on January 3rd, 1946 with reference to a bank account there of an undisclosed amount on which no deposits or withdrawals have been made since evacuation.

WEA:EN

*Lt. Anderson...*  
*per G. H.*



5279, 5286

January 21, 1946.

Mr. & Mrs. Morikio TAKURA,  
Reg. Nos. 14109 and 13923,  
c/o J. W. Evans,  
Raymond, Alberta.

Dear Sir and Madam:

Your request for funds has been forwarded through the Department of Labour. We are enclosing a cheque in the amount of \$600.00 from your account here, which, we trust will meet your present needs.

The Custodian is desirous of making a complete review of your file and reporting to you on our administration of your affairs. However, this is likely to take some time, but upon completion of this review, the balance of your funds will be forwarded to you.

Yours truly,

A. E. Anderson,  
Administration Department.

SEA:AS  
encl.



5279 & 5286

15th March, 1946.

Mr. & Mrs. Morikiyo TAMURA,  
Registration Nos. 14109 & 13923,  
General Delivery,  
Raymond, Alta.

Dear Sir and Madam:

Your inquiry forwarded through the Department of Labour  
is acknowledged.

Please be advised that according to our records, your chattels  
have not as yet been disposed of, but will be sold by Public Auction in  
the very near future, at which time you will be fully advised.

We note that you desire additional funds sent to you and we  
are therefore, attaching Custodian cheque in the amount of \$50.00  
from your account, leaving a balance at this time of \$9.78.

Yours truly,

F.E. Anderson,  
Administration Department.

WZ:HA  
Encl.



FILES 5279 & 5286

January 21, 1946.

MEMORANDUM.

To: Jack Moryson,  
Box 1066,  
Hawaii, B. C.

From: W. B. Anderson.

Re: Morikiyo TAMURA, and  
Toshiko (Mrs. Morikiyo) TAMURA.

The above Japanese property was on 5th Avenue off the Dewdney Trunk Road and was rented first by a Mr. Teskey and later by a Mr. Lowery. Chattels do not appear to have been liquidated as yet and we would appreciate your attending to them as soon as possible.

WEA:AS



MEMORANDUM

Files 5277 & 5286

15th February, 1947.

Re: Morikiyo TAMURA - Reg. No. 14109  
Toshiko TAMURA - Reg. No. 13923

TO: MR. ANDERSON

The property of the above Japanese on 5th Avenue off the  
Dewdney Trunk Road, Haney, was rented first by a Mr. Teskey and later by  
a Mr. Lowery. The chattels on this property do not appear to have been  
liquidated.

According to an inventory taken 15th May, 1942, the following  
chattels were in the house:-

Kimball Piano and Bench  
Kitchen range, (Good Cheer)  
6 Kitchen chairs  
Kitchen table  
2 boxes (contents unknown)

/HA



24th July, 1947.

The Department of Labour,  
Japanese Division,  
Dick Building,  
360 Homer Street,  
Vancouver, B. C.

Dear Sirs:

Re: Morikiyo TAMURA / Reg. No. 14109  
Toshiko TAMURA - Reg. No. 13923

This is to advise you that we have today remitted  
to the above Japanese our cheque for \$ 49.78

There remains to his credit on our books at the  
present time the sum of ..... \$ Nil

All assets under our control belonging to the above  
named

Have been disposed of ..... Yes .....

Have not been disposed of .....

Yours truly,

Administration Department.



5279 & 5286

24th July, 1947.

Mr. & Mrs. Morikiyo TAMURA,  
Reg. Nos. 14109 & 13923,  
General Delivery,  
Raymond, Alta.

Dear Sir & Madam:

As requested by you through the Department  
of Labour, we enclose herewith Custodian cheque in the amount of  
\$9.78, which sum represents your credit balance at this office as  
previously mentioned to you.

Yours truly, \*

Office of the Custodian.

HA  
Encl.



PHONE PACIFIC 6181

PLEASE REFER TO

FILE NO. 5274 & 5286

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

806 ROYAL BANK BLDG.

HASTINGS AND GRANVILLE

VANCOUVER, B. C.

24th June, 1948.

REGISTERED

EXHIBIT No. 789-12

DATE October 14/48

FILED BY

C. S. Rice

EVACUATION SECTION

Rec'd JUN 29 1948

File No.

Ans.

Referred

A.G. Wilson, Esq.,  
1452 Kilmer Road,  
Lynn Creek, B.C.

Dear Sir:

Re: Morikiyo TAMURA

In December of 1942, a piano and stool belonging to the above named, were left in your care, and we hold your acknowledgment to this effect. As Mr. Tamura has lodged a substantial claim with the Commissioner for Japanese Claims for these articles, we shall be pleased to hear from you in this regard, at your early convenience.

Yours truly,

*M.L. Brown*

M.L. Brown,  
Office of the Custodian.

MLB:HA

Dear Sir:- In reply to your letter, we think we should collect storage for keeping this long, also for moving it around. The storage is \$18 a year for 6 years. It would be \$108.00 and \$15 for Cartage. We have taken good care of it, and its as good as the day we took it.

Yours Truly,

A. G. Wilson  
1452 Kilmer Rd  
Lynn Creek B.C.



COPY

CANADA

DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

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

PHONE PACIFIC 8131

PLEASE REFER TO

FILE NO. 5274 & 5286

24th June, 1948.

REGISTERED

A.G. Wilson, Esq.,  
1452 Kilmer Road,  
Lynn Creek, B.C.

Dear Sir:

Re: Morikiyo TAMURA

In December of 1942, a piano and stool belonging to the above named, were left in your care, and we hold your acknowledgment to this effect. As Mr. Tamura has lodged a substantial claim with the Commissioner for Japanese Claims for these articles, we shall be pleased to hear from you in this regard, at your early convenience.

Yours truly,

"M.L. Brown"

M.L. Brown,  
Office of the Custodian.

MLB:HA

Dear Sir:-

In reply to your letter, we think we should collect storage for keeping this long, also for moving it around.

The storage is \$18. a year for 6 years it would be 108.00 and \$15 for cartage. We have taken good care of it and its as good as the day we took it.

Yours truly,

"A. G. Wilson"  
1452 Kilmer Rd.  
Lynn Creek, P.O. B.C.

*Authenticated Copy*  
*M.L. Brown*

A Commissioner for taking Affidavits  
within the Province of British Columbia







MEMORANDUM

Files 5279 & 5286

15th February, 1947.

Re: Norikiyo TAMURA - Reg. No. 14109  
Toshiko TAMURA - Reg. No. 13923

TO: MR. ANDERSON

The property of the above Japanese on 5th Avenue off the  
Dewdney Trunk Road, Haney, was rented first by a Mr. Teskey and later by  
a Mr. Lowery. The chattels on this property do not appear to have been  
liquidated.

According to an inventory taken 15th May, 1942, the following  
chattels were in the house:-

Kimball Piano and Bench — with Wilson  
Kitchen range, (Good Cheer)  
6 Kitchen chairs  
Kitchen table  
2 boxes (contents unknown) — shipped.

/BA

24<sup>th</sup> July A.M.

On the 21<sup>st</sup> July, Mr. Anderson stated  
over telephone, that the Japanese themselves  
had disposed of these chattels.

BA



File No. 5279  
5286

SUMMARY RELATIVE TO CLAIM OF  
Merikyo TAMURA - Regn. No. 14109  
Toshiko TAMURA - Regn. No. 13923

June 10/48.

REAL PROPERTY:

Lot 13, Blk. 2, Lot 245, Gp. 1, Map 1007, save and except part  
2.5 acres more or less as shown on Sketch 5989 and save and except  
part 0.5 of an acre more or less as shown on Sketch No. 8403,  
Municipality of Maple Ridge, District of New Westminster.

	<u>Assessed Value</u>	<u>S.S. Bd. Appraisal</u>	<u>V.L.A. Purchase</u>	<u>Claimant's Valuation</u>	
Lands:	\$ 650.00	\$351.60		\$800.00	7.02 acres
Improvements:	<u>600.00</u>	<u>325.00</u>		<u>400.00</u>	
	\$1250.00	\$676.60	\$664.00	\$1200.00	
		Less sale price		<u>650.00</u>	<u>(\$664.00)</u>
		Amount of claim		<u>\$ 550.00</u>	<u>(\$536.00)</u>

Claimant values land at \$114.00 per acre.

*Y.H.*



MEMORANDUM

July 15, 1949.

TO: Mr. B. Good

FROM: Mr. J. Cuming

Re: Case No. 789 - Morikiyo TAMURA & Toshiko  
TAMURA, and Mr. Virtue's letter of June  
22nd, 1949.

*In All*  
The Piano claim ~~as~~ which we contend Agency is apparently agreed  
to by Virtue and may be disregarded.

In regard to the "very moderate" claim for the balance of  
\$100.00 which Virtue "hopes" we will effect settlement of 100%, it is  
suggested that his attention be drawn to Page 13, Line 12 to Page  
14, Line 3 of the Transcript where Government Counsel proves that the  
Claimant had used a stove (\$60.00) and a table (\$25.00) for three years,  
that his own tenant also used them for some time, and that the Claimant  
had not allowed for any depreciation when claiming. The balance of the  
\$100.00 is for chairs at \$15.00, and these have been depreciated from a  
purchase value of \$20.00.

Evidently they sat on the chairs and didn't use either the  
table or the stove.

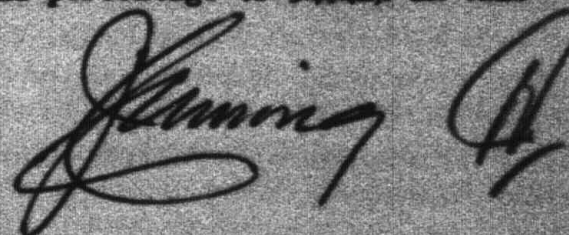
While Mr. Virtue's definition of "moderate" is somewhat open  
to criticism, and his request for 100% settlement is merely a "hope", review  
of the file notes that the \$100.00 was placed under "Agency" due to the  
Claimant having leased his property and having left the items concerned in  
the care of his tenant.

This is open to correction as the Claimant's tenant vacated on  
August 31, 1942 and further tenants were installed by the Custodian evidently  
without a chattel check-up.

In view of the above the sum of \$100.00 has this day been trans-  
ferred from "Agency" to "RNM" as an inventory on file under date of May  
15, 1942, notes their existence.

Mr. Virtue will receive the overall percentage of 34.41% in this  
case.

New Award Sheet herewith.





VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS  
AND NOTARIES PUBLIC

MC FARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C.K.C.  
WILLIAM STAFFORD RUSSELL, B.A., LL.B.  
FREDERICK JOHN MORGAN, B.A., LL.B.

22nd June, 1949

PLEASE REFER TO FILE NO.

3212 - Brooks

D.T. BRAIDWOOD, ESQ.,  
c/o Messrs. Sutton, Braidwood & Morris,  
Barristers and Solicitors,  
506 Royal Bank Building,  
VANCOUVER, B.C.

Dear Mr. Braidwood:

RE: SETTLEMENT AWARDS  
Morihiyo Tamura  
Toshiko Tamura,  
Case No. 789  
Custodian File Nos. 5279 & 5286

We have proposed Settlement Award form in this connection.

REAL ESTATE:

We approve proposed settlement.

MISCELLANEOUS CHATTELS:

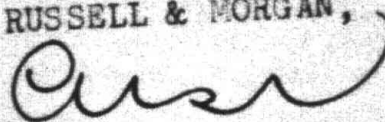
The claim was for \$250.00, but the piano was valued at \$150.00 and is still stored with Mr. A.G. Wilson. This leaves \$100.00 under the column "Not accounted for, theft, etc.". As the claim is very moderate we hope you will be able to recommend settlement for these goods at \$100.00. //

We shall be pleased to hear from you.

Yours truly,

VIRTUE, RUSSELL & MORGAN,

Per



V/L



XXXXXXXXXXXX 906 Royal Bank  
XXXXXXXXXXXX Building.

3212-Brooks

20th July 1949.

A.C. Virtue, Esq.,  
McFarland Building,  
Lethbridge, Alberta.

Dear Sir,

Case 782 - M. & T. Tamara

We acknowledge receipt of your letter of the 22nd ultimo.

With regard to the \$100.00 listed under "No account theft"  
we have transferred this amount to "Recorded now missing". We have drawn  
a new proposed Award Sheet in this case and enclose same herewith in  
duplicate.

You will note from the Award Sheet that the recovery in this  
case is \$4.45.

Trusting this is satisfactory,

We are,

Yours very truly,

ICC/vp



1  
CASE NO. 789.

IN THE MATTER OF THE "INQUIRIES ACT"  
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION.

B E F O R E  
(HIS HONOUR JUDGE R. M. EDMANSON, SUB-COMMISSIONER).

10

Lethbridge, Alberta,  
October 14th, 1948.

IN THE MATTER OF THE CLAIM OF  
MORIKIYO and TOSHIKO TAMURA.

PROCEEDINGS AT HEARING.

20

APPEARANCES:

G.E.A. RICE, Esq., K.C.,	appearing for the Dominion Government.
A.G. VIRTUE, Esq., K.C.,	appearing for the Claimant.

---

MISS LILLIE THOMAS,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
S.R. HOWARD, Esq.,	Official Reporter.

30



M. Tamura,  
In Chief.

THE SECRETARY: Case No. 789, Morikiyo Tamura and  
Toshiko Tamura.

MORIKIYO TAMURA, the claimant herein,  
being first duly sworn, testified  
as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Mr. Tamura, your wife's name is Toshiko Tamura?

A Yes.

Q And I believe you owned your property jointly?

10 A Yes.

Q And in your claim you are speaking on behalf of  
your wife as well as yourself?

A Yes.

Q You live together? A: Yes.

Q And she is not here, but you are going to speak  
for her? A: Yes.

Q Now, I believe you owned a property of approximately  
seven acres near Hancy, British Columbia?

A Yes, I did.

20 Q Hancy is in the Fraser Valley?

A Yes.

Q How far from New Westminster?

A Oh, about fifteen miles, I suppose.

Q Was that a productive part of the country and  
of the Valley? A: Quite, yes.

Q And did you buy these lands yourself?

A Yes.

Q What did you pay for it? A: \$1200.00.

THE SUB-COMMISSIONER: Q: How much?

30 A \$1200.00.



5  
M. Tamura,  
In Chief.

Q Just speak up a little, will you.

MR. VIRTUE: Q And at the time you bought the lands  
what was their condition? A: It had been  
lived in I think six months previous to our  
occupancy.

Q Yes. There were some buildings, were there?

A Yes.

10

Q And the buildings, I see here you have depreciated  
from the original cost, that is the clearing and  
buildings, down to \$400.00? A: Yes.

Q So that in the \$1200.00 you paid for the land  
at the time you purchased it, you have it as  
worth \$400.00 and the buildings and improvements  
at \$400.00, making a total of \$800.00?

A Yes.

Q Now, you erected some building after your purchase?

A Yes, I added a lean-to to the house.

Q On the second house? A: Yes.

Q Or a second house, I mean? A: Yes.

20

Q And a chicken house? A: Well, the chicken  
house was there.

Q Oh, yes. You bought buildings, or you put on, I  
mean, buildings which cost you about \$900.00?

A I think so.

Q Now, the total cost of the land to you came to  
\$1700.00? A: Yes.

Q But you only valued it at the time of your evacuation,  
that is, the entire property, at \$1200.00?

A Well, I thought that was a very reasonable price.

30

Q You thought that was a very reasonable price?



4  
M. Tamura,  
In Chief.

A Yes.

Q You feel you could have, had you had a little time, you could have sold it readily?

A Seeing that the real estate sky-rocketed afterwards I think I could.

Q But even at that time you considered the value as very reasonable?

A: Yes.

Q The Custodian, you know, sold that property for \$664.00?

A: Yes.

10

Q What do you think about that price?

A Very cheap.

Q Do you consider it reasonable at all?

A Well, I have heard that the neighbour close by there subdivided his land and sold a lot, a small city lot for about \$300.00, so that I think it was very, very cheap.

Q Very, very cheap?

A: Yes.

Q You left a small quantity of personal property, a piano, stove, table and chairs, which you valued at \$250.00?

20

A: Yes.

Q What have you to say about that value?

A I think that is very reasonable too.

Q You got nothing from the Custodian for your personal property?

A: No.

Q Now, this summary of evidence, you might glance over it, it contains a statement of your property, and the time that you purchased it and so on, and also the rest of your personal property, is that your signature on that and of your wife?

30

A Yes.



5  
M. Tamura,  
In Chief.

Q And are the statements in that summary of evidence true?

A: Yes, sir.

Q And the values reasonable? A: I think so.

(SUMMARY MARKED EXHIBIT NO. 1).

Q I show you a deed dated the 20th of March, 1941, from Arthur George Wilson and Cepha Burnice Wilson in favour of yourself and your wife covering this property?

A: Yes, sir.

Q Is that the deed by which you bought this property?

10 A Yes, sir.

Q And the purchase price there is shown as \$1200.00?

A Yes, sir.

Q Had you purchased it before 1941 and then you got the deed at that time, or was this actually the time of purchase?

A: This was actually the time of purchase.

Q This was actually the time of purchase?

A Yes, I paid cash for it at the time.

Q You paid cash at the time? A: Yes.

20 Q Did you consider that you got a reasonable buy at the time you bought it? A: Well, the man was asking us \$1500.00, but seeing we paid actually cash all in one lump sum he said he would let us have it for \$1200.00.

Q And you figured you got a good buy?

A Yes, I think so.

MR. VIRTUE: I will put that in as the second exhibit.

(DEED MARKED EXHIBIT NO. 2).

30 MR. VIRTUE: Q: Now, this is a letter from the tax collector of the municipality with reference to your



6  
M. Tamura,  
In Chief.

lot, and he says that the assessment in 1942 was, improvements \$600.00, land \$650.00, a total of \$1250.00?

A Yes, sir.

Q You got that letter, did you?

A Yes.

MR. VIRTUE: I will put that in as an exhibit.

(LETTER MARKED EXHIBIT NO. 3).

MR. VIRTUE: All right, thank you.

10 MR. RICE: I am submitting, your Honour, that the real estate was sold at its fair market value.

I am submitting that the chattels claimed for were turned over to persons other than the Custodian and the Custodian is not responsible for the same. I am further submitting if the Custodian is held responsible in any manner for any of the claimant's chattels that the claim made to the same is exorbitant.

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

(APPRAISAL REPORT MARKED EXHIBIT NO. 4).

MR. RICE: Two summaries respecting real property regarding the appraisal and sale.

(SUMMARIES MARKED EXHIBIT NO. 5).

30 MR. RICE: I have a 1943 assessment which has the same figures quoted by my learned friend, but perhaps it would be well to have it go in for the record. The other was only a letter that you put in.



7  
M. Tamura,  
In Chief.  
Cross Exam.

MR. VIRTUE: Yes, I think it would be wise to put  
in the assessment.

MR. RICE: That is the 1943 assessment of the land,  
which is the same as referred to in the letter.

(ASSESSMENT MARKED EXHIBIT NO. 6).

MR. RICE: An analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 7).

MR. RICE: And a chattel summary.

(SUMMARY MARKED EXHIBIT NO. 8).

10

CROSS EXAMINATION BY MR. RICE:

Q I show you a photograph (indicating); do you  
recognize it, or what is it, please?

A I don't think that is my house.

Q You don't think it is your house?

A No, I don't.

Q Your name is T. Tamura? A: No, M. Tamura.

Q M. Tamura. Your wife's name is T. Tamura?

A Yes.

20

Q You say you don't think it is. Can't you be  
sure whether it is or whether it is not a picture  
of your house? A: No, it isn't.

Q It is not? A: No.

MR. RICE: I would like that picture marked for identifi-  
cation. The claimant says it is not a photo of  
his house, and I am tendering it as such.

THE SUB-COMMISSIONER: All right, Exhibit "A" then.

(PHOTOGRAPH MARKED EXHIBIT "A" FOR IDENTIFICATION).

MR. RICE: Q I show you a J.P. form, dated the 23rd  
of April, 1942 (indicating); was that document

30



M. Tamm, Jr.,  
Cross Exam.

completed by you and does it bear your signature?

A That is my signature, yes.

Q And that is your J.P. form completed when you were evacuated?

A: Yes, I think so.

MR. RICE: I tender the J.P. form.

(J.P. FORM MARKED EXHIBIT NO. 9).

MR. RICE: Q: Before you were evacuated you rented your property to one Hector Teskey, did you not?

A Yes.

10 Q For \$15.00 a month? A: I don't remember was it was, but it is in the document.

Q Well, it is only a copy of a document I have here. Would that be a copy of the document (indicating) that was made between you and your wife as lessors and Teskey as lessee? There is no original signature on it. It is a lease setting forth the payment of \$180.00 a year, payable \$15.00 a month, and the goods left on the place consisted of a stove, a piano, kitchen table, six kitchen chairs, two rolls chicken netting, and two boxes of miscellaneous goods to be left for the time being.

20

A Yes, that sounds like what I left.

Q That would be the terms of the lease?

A I think it must be, although they have not got my name on it.

Q No, it is only a copy; I haven't got the original, but it sounds like the terms of your lease?

A Yes, it sounds like it.

Q Did you write Mr. Wilson regarding your piano, and is that a letter that you wrote him? You

30

11/7/49  
Terms Anderson  
considered were  
later shipped  
[Signature]



9  
M. Tamura,  
Cross Exam.

can tell by looking at it? A: Yes, that signature is mine.

Q That signature is yours? A: Yes.

Q A letter apparently written care of J. T. Heninger, Lucky Strike, Alberta? A: Yes.

Q That letter is yours? A: What is the date?

Q There is no date on it.

THE SUB-COMMISSIONER: Is there a receiving date?

MR. RICE: No, it was a letter addressed to Mr. Wilson.

10 Q What Wilson would that be? Perhaps I have his name here. A. G. Wilson, or do you know his name?

A I don't know his initials.

Q But you knew a Wilson? A: I think that is the previous land owner.

Q I beg pardon? A: I think that is the previous land owner.

Q Previous land owner? A: The man I bought the land from.

20 THE SUB-COMMISSIONER: The man that he bought the land from.

MR. RICE: That exhibit that was filed would give his name, in the deed. Arthur George Wilson. But that is the man that you wrote to regarding your piano, the man that you bought the land from?

30 A Well, he wrote me, it is quite a long time ago so that I don't know the exact details, I have forgotten, but if I remember correctly, he wrote me a letter to find out whether he could have that piano, and I wrote him that he could have it if it was okay with the Custodian.



M. Tamura,  
Cross Exam.

THE SUB-COMMISSIONER: Q: If which?

A: If it is all right with the Custodian.

MR. RICE: Q: Yes, I think that is the contents of  
your letter, practically. I will read your letter,

"Received your letter of August 24th.

My wife and I both agree that the piano could  
be in a much better place, and would be glad  
if you would take care of it for us. I have  
written to Mr. Menzies about it, he is acting  
as our agent.

"You may have to see the Custodian of  
enemy property about it. Its agent in Haney  
is Mr. Norman Whitehead, manager of B. & K.  
Milling Company in Haney.

"Please let me know when you take the  
piano and stool over to your house."

I tender that letter as an exhibit.

(LETTER MARKED EXHIBIT NO. 10).

MR. VIRTUE: Pardon me, Miss Thomas, wasn't the  
lease Exhibit 10?

THE SECRETARY: No, it wasn't put in.

MR. VIRTUE: You didn't put it in?

MR. RICE: No. It was just a copy. I will if you  
want me to put it in. Perhaps it would be better  
if I put it in.

THE SUB-COMMISSIONER: Yes, all right.

(LEASE MARKED EXHIBIT NO. 11).

MR. RICE: For the purpose of the record, your Honour,  
I would point out that the Custodian wrote to  
Mr. Wilson regarding this piano under date of



M. Tamura,  
Cross Exam.

June 24th, 1948, and received a reply on the foot of the letter, but perhaps I had better read the letter and the reply.

"In December of 1948, a piano and steel belonging to the above named, were left in your care, and we hold your acknowledgment to this effect. As Mr. Tamura has lodged a substantial claim with the Commissioner for Japanese Claims for these articles, we shall be pleased to hear from you in this regard, at your early convenience."

And the reply at the foot,

"In reply to your letter, we think we should collect storage for keeping this long, also for moving it around. The storage is \$18.00 a year for 6 years, it would be \$108.00 and \$15.00 for cartage. We have taken good care of it and its as good as the day we took it.

Yours truly,

A. G. Wilson"

(LETTER MARKED EXHIBIT NO. 12).

MR. RICE: Q: You appointed Mr. Harold Manzie as your agent at Haney when you were evacuated, did you?

A: Well, we did all our business with him before, and as far as that lease is concerned, we drew the lease with Mr. What's-his-name, Mr. Teskey, was it?

Q: Yes?

A: Up with Mr.

Manzie, and that ended the matter on that.

We didn't appoint Mr. Manzie because we knew



M. Tamura,  
Cress Exam.

that the Custodian was going to take it over anyway.

THE SUB-COMMISSIONER: Q: Because which?

A: Because we knew that the Custodian was going to take over all the management anyway.

MR. RICE: Q: Well, I understood you to say that you did appoint Mr. Menzies to look after your property for you? Didn't Mr. Menzies act as your agent at Haney?

10 MR. VIRTUE: He said before they were evacuated he acted as his or their agent.

A: Yes, but when we evacuated the Custodian took it over, as I understand it.

MR. RICE: Q: The keys to your place, who did you give those to?

A: It was left in the care of -- no, it was left in care of Mr. Menzies until Mr. Teskey took it over.

Q: Mr. Menzies then was your agent? He had not been appointed by the Custodian to take over the house or the property, had he? A: Possibly not, I don't know.

20

Q: Why did you leave the keys with Mr. Menzies?

A: We had to leave them with somebody.

Q: But you left the keys with Mr. Menzies to turn over to the tenant when he was ready to take over the property?

A: Yes.

Q: And you left your chattels that you are claiming for on the property and in care of the person that you had leased the property to, Mr. Teskey, Hector Teskey?

30

A: Yes.



M. Tamura,  
Gross Exam.

Q In your claim you say that the rental of this property is \$300.00 a year; that is your estimate. Why do you say that when you leased the place for \$180.00 a year? A: Well, we had to take the first offer when we left. We were rushed for time, and I feel it is quite reasonable that \$300.00 should be the price, but we had to take the first bid.

Q Well, it was the first offer that you had, Teskey's?

10 A The first offer of any kind we had, and we had only a few days to make up our mind.

Q Well, why do you value a stove that you paid \$60.00 for at \$60.00 after using it for three years? Wouldn't it have any depreciation?

A It was a pretty good stove, kept in very good condition.

Q Yes, but if a stove is used three years surely it would have some depreciation on it, would it not, or is that your idea of value?

20 MR. VIRTUE: This is, I take it, a matter of argument.

MR. RICE: It isn't argument at all.

THE SUB-COMMISSIONER: Of course, Mr. Virtue, he is subject to cross-examination now. I think it is a proper question.

MR. RICE: Q: But your idea of value is that it is still worth \$60.00 after being used three years?

A Yes. The prices had gone up too.

Q Well, the table that you bought for \$25.00 and used it for three years, you say that is still worth \$25.00; that didn't depreciate at all for all you

940//



M. Tamura,  
Discussion.

had used it three years?

A: Yes. The price

of good tables had gone up too.

Q All right, thanks.

MR. VIRTUE: Q: It is common knowledge that along about 1942 and 1943 there was a general rise in the cost price of practically all goods, isn't that right?

A: Yes.

Q All right, thank you.

10 THE SUB-COMMISSIONER: Is that all?

MR. VIRTUE: I wish to call attention, sir, to the farm appraisal report put in as an exhibit. The nearest rail point, Haney, one mile; church and school, one mile. "Roads: Property fronts on 5th Avenue, paved road, and only 500 yards from Louheed Highway." "Is this district a good one? Yes, most small holdings." "Water supply: 22' dug well at house with hand pump." "Electric lights installed in the house -- to house". The answer to the question, "Is dwelling habitable without repairs? Yes," and he goes on to say, "Tenant is laying new floors in lean-to and intends finishing up interior. Japanese owner paying for same."

20 Then we have this situation on the second page where the cultivated land is only valued at \$30.00 an acre, whereas the valuator gives the cost of reclamation at \$100.00 to \$150.00 an acre, the same land. Here is an interesting statement also on page 2 to which I wish to



M. Tamura,  
Discussion.

call attention. "Describe condition of farm"  
and so on, "Owner away from holding and property  
rented to a Mr. Teskey for \$15.00 a month, with  
option to purchase at \$1100.00."

And on the back page, it shows 5.52 acres  
cleared on which he puts no value at all.

I also wish to call attention to the  
analysis of personal property put in as an exhibit,  
and in the column "Not accounted for, theft, etc.,"  
is every one of the articles claimed for with the  
exception of the piano, which appears still to be  
in the custody of Mr. Wilson.

That is all, sir, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify that the foregoing  
transcript is a true and accurate record  
of the proceedings herein.

*S. G. Howard*  
"S. G. HOWARD" Official Reporter.

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

SUB-COMMISSIONER.



Defence Brief

Morikiyo & Toshiko TAMURA

Files 5279 & 5286

Case No. 789A'

LETHBRIDGE

14 Oct. 48

V.L.A.

REAL PROPERTY CLAIM

1. Real Property Claim

\$1200.00

Appraised at

\$676.60

Sold for

\$664.00

Witness: L. B. Plumbly, Appraiser.

PERSONAL PROPERTY CLAIM

2. Chattel Claim

\$250.00

Piano 150.- Agency  
Store, table  
Chairs 100.- RNM

All left under the custody, control or management of someone other than the Custodian appointed by the owner of the property.

Piano presently in possession of A. G. Wilson, See Ex. 789-10 \$150.00. Cook stove, table and chairs, 100.00, were leased by owner to his tenant, H. Teskey.

Note: The claimant's tenant vacated the property 31 Aug. 42 and the Custodian leased it to W. Lowry reserving space for storage of certain chattels. These chattels, presumably those claimed for at 100.00 never came into the hands of the Custodian, and there is a memo on file stating that W. E. Anderson phoned the Custodian Office to the effect that the Lowry's told him the Japanese had disposed of their possessions themselves.

*Maybe the boxes Tpt P8 L20 were shipped. These not claimed on.*

Submission:

Real estate sold at its fair market value. That the chattels claimed for were turned over to persons other than the Custodian and the Custodian is not responsible for the same. Further that if the Custodian is held responsible in any manner for any of the claimant's chattels, that the claim made is exorbitant.

RNM/mw



Name of Claimant

TANURA, Norikazu  
Toshiko

Case

700

Custodian File

SCTY &amp; SMOG

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% 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		
					664.	887.81 815.69			887.81 815.69	887.81 815.69
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price			
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
			46%	100.00	46.00					
TOTAL RECOMMENDATION										861.69