

5456



MISSION  
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: SHIKAZE, Hironori

HOME ADDRESS: P. O. Box 312, Mission, B. C.

REGISTRATION NUMBER 13353

SEX: Male

AGE: 24

OCCUPATION: Farmer

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

EMPLOYER: My father

MARRIED? No

NAME OF WIFE OR HUSBAND:

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN:

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

STATEMENT OF ALL REAL PROPERTY (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION:

2. BUILDINGS AND OTHER IMPROVEMENTS:

3. INSURANCE (Give particulars; state where policies are)

4. TAXES (Amount and where payable)

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

6. OCCUPANCY AND LEASES (If vacant so state)

*Sept. 5/42  
Gilbert H. Shikaze  
is a joint owner  
(see particulars of  
last session)  
H. S.*

*Sept. 5/42  
James Shikaze  
as agent  
FILED BY  
G. E. A. Rice  
Oct. 4/48*



7. STATE WHEREABOUTS OF TITLE DOCUMENTS: \_\_\_\_\_

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: \_\_\_\_\_

9. IF FARM LAND STATE CROPS SOWN: \_\_\_\_\_

STATEMENT OF REAL PROPERTY OCCUPIED

"Nine"

1. LOCATION AND DESCRIPTION: ~~Eight~~-room dwelling house Silverdale Rd.

Leasing from Mr. C. R. Crist, Mission, Lot 5, part of Lot 1, Section 9 Township 17, District Lot 410, Map 2662.

2. LANDLORD'S NAME AND ADDRESS: Mr. C. R. Crist, Mission, B. C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: \$150 per year paid up for 1941

4. STATE WHEREABOUTS OF LEASE: In my possession

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) Mr. Jansen, Abbotsford, B. C. for \$1000 per year

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: 5 acres strawberries, 2½ acres rhubarb. "Sold to Mr. Jansen 1942 crop for \$1,000. Received \$500 on a/c."

STATEMENT OF PERSONAL PROPERTY OWNED:

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

"Sept. 5/42  
Prohibited  
article."

None "1-3 ton Maple Leaf 1941 Truck in Custody at Hastings Park, Van. B. C."

"D.D."

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) "500"  
None  
"from Mr. J. G. Jansen, Abbotsford for crop."7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)  
None8. BANK ACCOUNTS: \$20 Bank of Commerce9. LIFE INSURANCE: \$1000 Sun Life beneficiary my father. Policy No. 2202353  
\$1000 in Sun Life. Beneficiary my father. Policy No. 2202352  
\$1000 in Manufacturers Life. Beneficiary my father. Policy No. 768808  
Premiums paid for 1942 Policies in my possession10. INTEREST IN ANY ESTATES OR TRUSTS None11. SAFETY DEPOSIT BOX: None

## LIABILITIES:

1. PERSONAL DEBTS: None "About \$350 owing on truck to General Motors "Paid by  
Finance Co., Vancouver." P.C.U."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 21st day of April 1942.(Signature) "H. Shikare""F. T. Williams"

Witness

I hereby certify that the foregoing words are a true  
copy of the original whereof they purport to be a copy.  
Nov. 13, 1948

FOR DEPARTMENTAL USE

M. E. McLaughlin



INFORMATION FROM R.C.M.P.

Date 20/12/42

Full Name SHIKAZE, Gilbert Aaron  
(Surname in Block Letters)

Registration No. 13353

☒ Male - ☐ Female  
(check)

Age 24 <sup>May 27, 1918</sup>

Former Address P.O. Box 312, Mission, B.C.

Date Evacuated May/42? Naturalized - ☒ Canadian-Born - National  
(check)

Present Address Lethbridge, Alta.  
c/o W. Dalgleish, Picture Butte, Alta.

Married - ☒ Single  
(check)

Name of Wife                     

Name of Husband                     

Name of Mother NISHIO, Eda-14461

Name of Father Kayemori-14461

Names of Children under 16                       
                    

Our File No. 5456

Registered with Custodian Yes  
(yes or no)

Requested By G.M.

Additional Information Farmer/truck driver. 3 ton truck

70/10

5456  
12-11433



LIABILITY SUMMARY

File No: 5456

10th Dec. 1947.

Re: Gilbert Hironori SHIKAZE - Regn. No. 13353

This file reveals no liabilities.

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

RA

.....*W. Allan*.....



MEMORANDUM

To: File 5456

December 10, 1943.

From: Specified Articles Department

Re: SHIKAZE, Hironori - Reg. 13353

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1941 Maple Leaf Platform No. T199 License No. (41) C. X. 774	NIL

This truck was released to the Pacific Co-operative Union,  
April 30, 1942.

*Harker*

S. Price 91,791.08  
P.D. Finance Co 391.08 -  
P.C.U. 5000 -  
P.D. H. Shikaze 1,350.00 +  
Gm







File No. 5456.

CLAIMS DEPARTMENT

November 12th, 1943.

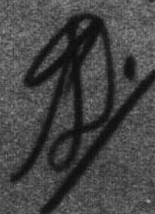
Gilbert Hironori SHIKAZE - Reg. No. 13353

CREDITORS:

NO CLAIMS ON FILE

DEBTORS:

Jacob H. Janzen .....	\$200.00
Miyoshi KARIATSUMARI (File 2247) .....	250.00



BRD:DE



(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Hironori Shikaze

File No. 5456

*c/o W. Dalgleish -  
Picture Bottle Alta*

Reg. No. *13353*

Company Manufacturers Life Ins. Co.

Agency Vancouver

Policy No. 768,808

Premium - \$ 36.55

Payable: Annually, Semi-annually or monthly

Month July

Day 20th

REMARKS:

*Letter sent 7/19/53*



(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Hironori Shikaze

File No. 5456

*% H. Balglish  
Picture Butte, Alta*

Reg. No. 13353

Company Sun Life

Agency Vancouver

Policy No. 2202353 + 2

Premium - \$ 22.20

Payable: ☒ Annually, ☐ Semi-annually or ☐ monthly

Month August Day 1

REMARKS:

*Letter sent 26/1/14*



(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Hironori Shikaze

File No. 5456

*% G. N. Dalgleish  
Picture Butte, Alta.*

Reg. No. 13353

Company Sun Life

Agency Vancouver

Policy No. 2202352

Premium - \$ 33.40

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

Month August Day 1

REMARKS:

*Letter sent 26/8/03*



# This Indenture

made the Eighteenth day of April in the year of our  
 Lord one thousand nine hundred and forty.

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN

State Full Name  
 Address and  
 Occupation

Charles E. Crist (Retired)

Mission City, B. C.

hereinafter called the Lessor of the FIRST PART;

AND

State Full Name  
 Address and  
 Occupation

Gilbert H. Shikaze and Niveshi Kariatsumari,  
 (Farmers)

Mission City, B. C.

hereinafter called the Lessee of the SECOND PART;

State Full Name  
 Address and  
 Occupation

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee, ALL AND SINGULAR

Part of Lot 5 and Part of Lot 1, Sect. 9, Twp. 17, Dist. Lot 410, Map 2662, Municipality of Matsqui, Except that portion where house and bank building stand containing approximately 150 x 200 ft. and the new orchard and barn by the house. This is to be reserved for Lessor. Lessee to have the use of washed and the red barn. Containing approximately 21 acres of land.

From the first day of April  
 one thousand nine hundred and forty.

for the term of 5 years next ensuing

YIELDING AND PAYING therefor to the said Lessor, the clear yearly rent or sum of  
Four hundred (\$400.00) Dollars of lawful  
 money of Canada, payable on the following days and times, that is to say: The sum of

Two Hundred Dollars (\$200.00) to be paid on the execution of this agreement, and \$200.00 to be paid on August 1st, 1940.  
 \$400.00 to be paid on Aug. 1st, 1941 - pd. \$400.00 to be paid on  
 \$400.00 to be paid on Aug. 1st, 1942. Aug. 1st, 1943. This contract  
 \$400.00 to be paid Aug. 1st, 1943. expires 1st day of April, 1945.



PROVISO for re-entry by the said Lessor on non-payment of rent, whether lawfully demanded or not; or on non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

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 down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee, then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee.

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 said Lessee or if the said 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 quarter's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire and tempest excepted).

AND will not carry on any business that shall be deemed a nuisance on the said premises;

AND will not assign or sub-let without leave;

AND that the said Lessee will repair according to notice (reasonable wear and tear, and damage by fire and tempest excepted).

AND that the said Lessor may enter and view the premises to pay rent, and to repair (reasonable wear and tear, and damage by fire and tempest excepted).

AND the said Lessee COVENANT

with the said Lessor



THE said LESSOR COVENANT with the said LESSEE for quiet enjoyment.

THIS INDENTURE shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED  
BY THE LESSOR IN THE PRESENCE OF

W. R. Crist  
Notary Public  
Matsqui, B. C.

Charles R. Crist

SIGNED, SEALED AND DELIVERED  
BY THE LESSEE IN THE PRESENCE OF

W. R. Crist,  
Notary Public,  
Matsqui, B. C.

Gilbert A. Shikaze

Miyoshi Kariatsumari

THE ATTACHED LEASE FORM IS A TRUE  
COPY OF THE ONE HELD BY CHARLES R.  
CRIST DATED APRIL 18TH, 1940.

NOVEMBER 9TH, 1942.

*Robert A. Shikaze*

A Notary Public in and for the  
Province of British Columbia

For the  
Secretary  
or other  
Officer of a  
Corporation

in the of  
evidence on the oath of  
me and acknowledged to me that he is the

annexed Instrument, as  
of the

to subscribe his name as aforesaid, and to 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  
this day of  
one thousand nine hundred and

(whose identity has been proved by the  
who is) personally known to me, appeared before  
of

and that he is the person who subscribed his name to the  
and affixed the seal  
to the said Instrument, that he was first duly authorized

A 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, strike out the words in brackets.



*Assignment of*  
Extract from Lease - Crist to Shikaze?

Files #5156 & 2247.

Lessor: Gilbert H. SHIKAZE & Miyoshi KARIATSUMARI.

Lessee: Jacob G. JANZEN.

Date: 11th April, 1942.

Term: 1 year from 1st April, 1942, with option to extend lease under arrangement with P.C.U.

Consideration: \$2000.00, paid. ✓ Lessee to pay N.R. Crist \$400.00 for rent of lands for 1942, and a further sum of \$50.00 per annum for use of house; to purchase 4 acres of rhubarb owned by R. Hashimoto and K. Matsui for \$200.00; pay \$100.00 to Kariatsumari for 1 horse and all tools on premises.

Property:

Land: Lot 5 & part Lot 1 Section 9 Township 17 District Lot 410, Map 2662 (except that portion where house & bank building stand containing approximately 150 x 200 ft. and new orchard & barn by the house. Municipality of Matsqui, N.W.D.

House: Included, also buildings. ✓

Chattels: As above.

*Leased from C.R. Crist by above japs.*



Files 3456 & 2247.

Sept. 26, 1942.

MEMORANDUM FOR THE FILE.

Re: SHIKAZE & KARIATSUMARI lease.

This is a sub-lease for one year from 1st of April, 1942 for stated consideration thus:

- (1) \$2000.00 Cash - receipt acknowledged.
- (2) \$400.00 cash for rent of lands for 1942 to be paid to original Landlord, H. R. Crist.
- (3) \$50.00 cash per year for rent of dwelling to be paid to H.R. Crist. As the sub-lease is for one year, only \$50.00 is payable on that account.
- (4) There is a further alleged consideration whereby the sub-lessee agrees to purchase certain rhubarb from Hashimoto and Matsui for \$200.00

No interest in this rhubarb is shown in Shikaze file and it is difficult to see how this clause could be enforced as Hashimoto and Matsui are strangers to the contract, but probably this part of the contract has been carried out. It may be conjectured that Shikaze sublet part of the land to Hashimoto and Matsui and they asked him to protect their interest.

As matter of record, it might be well to write Shikaze and find out why this clause was inserted in case he has any interest deriving from Hashimoto & Matsui which would be paid from the \$200.00.

Reference should be had to Hashimoto & Matsui files.

Jansens should be asked if they have purchased and paid for this rhubarb.

Confirmation should be had from Crist that Jansens have paid considerations \$53. Failure in this payment would result in a claim under the original lease against Shikaze and Kariatsumari.

As the sub-lease expires on 31st of March 1943, the original lease from Crist must be examined for its term. If it continues into the crop year 1943 or thereafter, arrangements must be made for the proper farming of the land.

P. H. Russell.



Files Nos. 2247 & 5456 ✓

10th March, 1943.

MEMO - FILE

Re: Gilbert Hironori SHIKAZE,  
Miyoshi KARIATSUMARI and  
Charles R. Crist

The Custodian's Office has consented to cancellation of agreement dated April 18th, 1940 between Charles R. Crist on the one part and Mr. Shikaze and Mr. Kariatsumari on the other part, said cancellation to go into effect immediately.

The facts are that this land was sub-leased by the Japanese to a Mr. Jansen under terms which called for Jansen to pay ground and house rent to Crist. Mr. Jansen has failed to make these payments and is now off the land.

A continuation of this agreement would obligate Shikaze and Kariatsumari not only to pay the \$450.00 due for 1942 but to continue such annual payments up to April 1st, 1945.

Justification for cancellation is based upon (1) desire to satisfy Mr. Crist, (2) to enable the ground to be put back into production, (3) to relieve Shikaze and Kariatsumari of further liability, and (4) generally to get the Custodian out of the problems involving tenants on unauthorized sub-leasing arrangements not approved by the landlord.

*[Handwritten signature]*

RPA:LF



MEMORANDUM

File No.: 5456  
2247

May 21st, 1943

To: Mr. Carlson

From: Mr. Green

Re: SHIKASE, Hironori  
KARIATSUMARI, Miyoshi

Would you please make a check of the property of the above Japanese formerly rented by them from Mr. C. R. Crist of Watsqui. The property is part of Lot 5 and part of Lot 1, Section 9, Tp. 17, D. L. 410, Map 2662, Municipality of Watsqui, and was then subleased by the Japanese to a Mr. Jansen. This latter did not pay his rent and as this would make the Japanese liable to Mr. Crist, the lease between Crist and the Japanese has been cancelled by this office.

Neither Japanese declared any personal property but on advising Gilbert Hironori Shikase of our action in cancelling the lease we heard from him as follows:

"I put quite a large sum of investment on planting those 5 acres of strawberries and 4 acres of rhubarb. Not only invested on berries and rhubarb but those packing sheds and bunk houses has used about 20,000 feet of lumber and shakes which being built on sleigh system, so after the agreement is due I could remove those buildings. I also left 6 stoves, scale and wheel-barrow etc. which I could of sold of it."

Would you please investigate, after first contacting Mr. Crist?

*At, Miyoshi Land, Patsigui*

HFG:IF



MEMORANDUM

File No.: 5456

June 2nd, 1943

To: Mr. Alexander

From: Mr. Green

Re: Gilbert Hironori SHIKAZE

Please refer to your letter to this Japanese and his partner of March 10th and memorandum to file of the same date.

Neither Japanese registered any personal property with the Custodian (except for a truck declared by Hironori Shikaze) but on receipt of yours of March 10th, Hironori Shikaze wrote claiming some houses on skids and chattels. This was referred to Mr. Carlsen with the result set out in his memorandum of May 27th.

I understand from Mr. Anderson that we gave Mr. Crist a complete release of the entire property and title has now passed to a third party. I think, therefore, we have no recourse against Mr. Crist and as far as he is concerned, we should not pursue this matter further though we might ask for the return of the stove left in his garage and the refund of \$5.00 for the stove he has sold.

If I can get the address of the sub-lessee Mr. Janzen, I will see what I can get from him. I think, however, I should in any case, write to the Japanese and advise him that as he did not make any declaration to the Custodian, we cannot follow this matter further on his behalf.

HFG:IF

*[Handwritten signature]*



Telegraphic Address  
Mission Office  
ACCO

PHONES  
Mission Office 65, Plant 55  
Matsqui, 5411

*Partial Offer \$1750.*

# PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF  
FRESH FRUITS AND RHUBARB

MISSION CITY, B. C.

Febr. 4th. 1942.

*4125*

Pacific Co-op. Union.  
Mission. BC.

Dear Sirs.

Owing to the uncertainty in regards to Japanese  
People I hereby agree to make the following deal with the  
Pacific Co-op. Union, in connection with my 3 ton General  
Motors Truck.

If it becomes necessary that I have to move by orders  
of the Authorities, or have to give up my truck, I agree to sell  
my G.M.C. 3 ton truck License Number CX-774 to the Pacific  
Co-operative Union at a price set by George Mussallem the dealer  
I bought the truck from.

The Pacific Co-op. Union agrees to buy this truck at the  
price set by Mr. Mussallem and according to terms arranged at  
that time. My reason for doing this is, that I have been hauling  
supplies to, and produce from the Pacific Co-op. Union for years  
and I know that this truck is needed to carry on the Business of  
the Union.

Witness: *W. H. Beach*

Signed: *J. H. Kyle*

*W. H. Beach*  
Approved: Pacific Co-operative Union  
per: *[Signature]*

Mgr.

*No release  
except at my sale price  
if at all*

*What is your sale price?*



I. Tateyama  
H. G. Shikaye

February 6, 1942.

*Andrew B. L.*  
Bought off B. Love and Son thirty four (34) rolls of rhubarb at full price of three hundred eighty five dollars (\$385) the amount by cash two hundred twenty seven dollars fifty cents (\$227.50) the balance of one hundred fifty seven dollars fifty cents (\$157.50) to be paid by May 1st, 1942. All rhubarb roots to be cleared off property by Sept 15, 1943, on weather condition. If this above contract is not carried out all payments will be forfeited and contract void.

Shikaze Hironori  
Registration #13353

Bought off B. Love 1½ acres of rhubarb at \$192.50 the amount by cash \$113.75 on Feb 6, 1942. Balance of \$78.75 to be paid on May 1, 1942.

Fertilizer \$42.50 } This money already paid  
Labour \$100.00 } by H. SHIKAZE.



5456✓  
2247

24th November, 1942.

Mr. Gilbert H. Shikaze, #13353,  
c/o W. Dalgliesh,  
Picture Butte, Alta.

Dear Sir:

Mr. Charles R. Crist has filed a claim for rent in the amount of \$400.00 against Miyoshi Kariatsumari and yourself, as joint lessees of his property in the Municipality of Matsqui. This claim is against you individually as well as jointly with Kariatsumari.

You leased the property to Jacob G. Janzen without the consent of Mr. Crist and, therefore, it would appear that you and Kariatsumari are definitely liable for the annual rental.

Mr. Crist is demanding his rent and is also requesting that you give up any rights you may have under the lease.

Kindly write to us immediately and let us know how and when you intend to pay this money, and also whether or not you are agreeable that the property be turned back to Mr. Crist.

We are writing to Kariatsumari today, and as you both live in the same district no doubt you can agree on what you both intend to do.

Yours truly,

R. D. Richardson,  
Farm Department.

RDR:GF



5456 ✓  
2247

24th November, 1942.

Mr. C. R. Crist,  
Mission City, B.C.

Dear Sir:

re: G.H. SHIKAZE & M. KARIATSUMARI.

We have for acknowledgment your letter of the 21st instant, and have accordingly written to subject Japanese, pointing out to them their joint liability under the lease, and also informed them of your desire to have the lease cancelled.

On receipt of word from them we will be pleased to communicate with you further.

Yours truly,

R. D. Richardson,  
Farm Department.

RDR:GF



CLASS OF SERVICE	
Full Rate	
Day Letter	
Night Message	
Night Letter	X
Evening and Sunday Message	

Please mark an X opposite the class of service desired.

# CANADIAN PACIFIC TELEGRAPHS



World Wide Communications

CHECK
-------

TIME FILED
STANDARD TIME

The following message, subject to the conditions on the back thereof, which are hereby agreed to.

10th February 1943

MIYOSHI KARIATSUMARI  
CARE OF MRS LOUISE SCHMITT  
PICTURE HUTTE ALBERTA

MR. CRIST IS DEMANDING PAYMENT OF FOUR HUNDRED DOLLARS FOR WHICH YOU ARE LIABLE JOINTLY WITH MR SHIKAZE CONCERNING WHICH WE WROTE YOU BOTH ON NOVEMBER TWENTY FOURTH STOP THERE IS NO TENANT ON THE LAND AND CONTINUATION OF YOUR LEASE WITH CRIST LEAVES YOU LIABLE FOR FURTHER ANNUAL PAYMENTS OF FOUR HUNDRED DOLLARS STOP IT APPEARS TO US TO BE IN YOUR INTEREST AND IN THE INTEREST OF SHIKAZE TO TERMINATE PRESENT LEASE TO AVOID FUTURE LIABILITY STOP CONSULT WITH SHIKAZE AND TELEGRAPH BRIEFLY AND WRITE US FULLY IMMEDIATELY AS WE MAY BE ABLE TO ARRANGE TERMINATION OF PRESENT LEASE ON YOUR BEHALF BUT PRESENT FOUR HUNDRED DOLLAR CLAIM MUST BE PAID STOP ADDITIONALLY CRIST CLAIMS FIFTY DOLLARS FROM YOU PERSONALLY FOR HOUSE RENT

CUSTODIAN OFFICE

Charge to: Office of the Custodian  
506 Royal Bank Building  
Vancouver, B. C.

5456



2247  
5456✓

22nd February, 1943.

Mr. W. S. Ure,  
c/o Pacific Co-Operative Union,  
Mission City, B.C.

Dear Sir:

re: Gilbert H. SHIKAZE and  
Miyoshi KARIATSUMARI.

According to the terms of sub-lease entered into April 11th, 1942, between subject Japanese and Jacob G. Janzen and his wife Catherine, the Janzens covenanted as follows:-

" Yielding and paying therefor for the said term  
"hereby granted, unto the Lessor the sum of Two  
"thousand (\$2,000.00) Dollars of lawful money of  
"Canada (the receipt whereof is hereby acknowledged)  
"And the Lessee further undertakes and agrees to pay  
"to C.R. Crist the sum of Four Hundred (400.00) Dollars —  
"being the rent of the aforesaid lands for the year  
"A.D. 1942;  
"And also the Lessees agree to pay C.R. Crist the sum  
"of Fifty (\$50.00) Dollars per annum for the use of the —  
"dwelling house on the said lands;  
"The Lessee hereby agrees to purchase four (4) acres  
"of rhubarb owned by R. Hashimoto and K. Matsui for the  
"sum of Two hundred (\$200.00).  
".....  
" The Lessees further covenants with the Lessor that  
"he will pay the sum of One hundred (\$100.00) Dollars  
"to Kariatsumari for one horse and all tools on said  
"premises."

We ask that you kindly delve into this matter.  
and advise us fully of all or any payments made by the  
Janzens under their covenants, also supply us with a detailed  
statement of account covering Kariatsumari, Shikaze and the  
Janzens.



Mr. C. R. Crist informs us that he has not been paid by the Jansens. We have written to subject Japanese, and for your information attach hereto copy of a letter received from Karlatsumari.

We are writing Mr. Crist today, advising him that you will be contacting him in the immediate future. Please do this so that we may be in possession of all the facts in this matter.

Thanking you in advance for your preferred attention, we are,

Yours truly,

R. D. Richardson,  
Farm Department.

RDR:GP

Encl 1



CANADA  
DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131

PLEASE REFER TO

FILE No. 2247

5456

Mission, B.C.

Mar. 3, 1943.

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

Mr. R.D. Richardson,  
Office of the Custodian,  
Royal Bank Building,  
VANCOUVER, B.C.

1. Pay Crist  
2. Cancel Lease  
3. Advise Jap why  
4. Bldg. Jap  
did not pay PCV

Dear Sir:

RE: Gilbert H. SHIKAZE and  
Miyoshi KARIATSUMARI

Replying to your favor of the 22nd February, re-  
garding the lease of the above named Japanese with the Jan-  
zens.

I have seen Mr. Crist and discussed the matter of  
this lease with him, and he will be perfectly satisfied to  
accept from the Custodian, a cancellation - the only request  
he makes is that this cancellation go into effect immediately  
in order that he may put some one on the property to save  
what is left of the strawberries. May I impress upon you  
that it is essential that this be done at once.

With regard to the Janzen part of the contract. On  
going through this account at the Pacific Co-operative Union,  
I find that Janzen was not charged with either the rent of the  
land or the rent of the house for the 1942 season, but, as it  
turns out, it would have made no difference if he had been as  
he finished up the season with a debit balance of \$466.98.  
It appears therefore, that we will have to collect from the  
Japanese, \$450.00 owing on this lease.

I enclose herewith statement of the Janzen account  
with the Pacific Co-operative Union, for your information.  
\$2300.00 that he was debited with consisted of \$2000.00 for  
the crop; \$200.00 for the purchase of 4 acres of rhubarb owned  
by R. Hashimoto and K. Matsui and \$100.00 to Kariatsumari for  
one horse and all tools on the premises.

Trusting this is the information you require, I am,

Yours truly,

William S. Uke

PCV Statement on  
Miyoshi file 5456



5456 & 2247

10th March, 1943.

Mr. Gilbert Hironori SHIKAZE,  
Registration No. 13353,  
c/o Mr. W. Dalgleish,  
Picture Butte, Alberta.

Dear Sir:

Re: Agreement Dated April 18th, 1940  
with Mr. Charles R. Crist

The purpose of this letter, which is sent to you by registered mail, is to inform you that the Custodian has agreed to cancellation of your agreement with Mr. Charles R. Crist mentioned above.

You are entitled to receive, and we are pleased to give you, an explanation as to why this step has been taken by the Custodian on your behalf and in your best interests. The reasons are as follows:

1. Under the agreement dated April 11th, 1942 you made with Mr. and Mrs. Jacob G. Jansen you stipulated that Mr. Jansen was to pay to Mr. Crist ground rent of \$400.00 for the year 1942, plus house rent to Mr. Crist of \$50.00 per year.

Mr. Jansen has failed to make these payments and prospects at the present time of our forcing him to make payment of the amounts due to Mr. Crist are somewhat remote. Mr. Jansen is no longer on the land and Mr. Crist very naturally is demanding payment of the \$450.00 past due. Under your agreement with Mr. Crist you are, of course, responsible for payment of the \$450.00 in question.

2. Under your agreement with Mr. Crist you would continue to be responsible for an annual payment of \$450.00 for as long as your agreement continues with Mr. Crist. In order to relieve you of this liability the Custodian's Office has cancelled your agreement with Mr. Crist on the distinct understanding that he releases both of you from any further responsibility for ground and house rent for 1943 and thereafter.

We are forwarding to Mr. Crist a cheque for \$450.00 and for the time being are charging this amount to your account. We will endeavour thereafter to obtain from Mr. Jansen, through the good offices of the



Pacific Co-operative Union the sum of \$450.00 due, and will be report-  
ing to you later as to the success or otherwise of our endeavours on  
your behalf.

Yours truly,

R. P. Alexander  
Manager

REPLY

REGISTERED



2247 & 5456

10th March, 1943.

W. S. Ure, Esq.,  
c/o The Pacific Co-operative Union,  
Mission City, B. C.

Dear Sir:

Re: Gilbert Hironori SHIKAZE,  
Miyoshi KARIATSUMARI and  
Charles R. Crist

Reference is made to your letter dated March 3rd addressed to Mr. Richardson, and to agreement dated April 18th, 1940 between Mr. Crist and the two Japanese mentioned above, and to our telephone conversation of March 9th.

Please advise Mr. Crist that the Custodian is satisfied that cancellation of relative agreement is to go into effect immediately.

Please secure from Mr. Crist a statement releasing Mr. Shikase and Mr. Kariatsumari from any further liability in connection with relative agreement, the statement to be signed in duplicate, save and except ground and house rentals still due to Mr. Crist and amounting to \$400.00 on the land for which Shikase and Kariatsumari are jointly liable, and to \$50.00 house rent due to Mr. Crist by Kariatsumari for a total of \$450.00.

We will be writing to you separately in connection with these payments.

Yours truly,

R. P. Alexander  
Manager

RPA:LF



5456 & 2247

10th March, 1943.

Mr. Miyoshi KARIATSUMARI,  
Registration No. 13192,  
c/o Mrs. Louis Schmidt,  
Picture Butte, Alberta.

Dear Sir:

Re: Agreement Dated April 18th, 1940  
with Mr. Charles R. Crist

The purpose of this letter, which is sent to you by registered mail, is to inform you that the Custodian has agreed to cancellation of your agreement with Mr. Charles R. Crist mentioned above.

You are entitled to receive, and we are pleased to give you, an explanation as to why this step has been taken by the Custodian on your behalf and in your best interests. The reasons are as follows:

1. Under the agreement dated April 11th, 1942 you made with Mr. and Mrs. Jacob G. Jansen you stipulated that Mr. Jansen was to pay to Mr. Crist ground rent of \$400.00 for the year 1942, plus house rent to Mr. Crist of \$50.00 per year.

Mr. Jansen has failed to make these payments and prospects at the present time of our forcing him to make payment of the amounts due to Mr. Crist are somewhat remote. Mr. Jansen is no longer on the land and Mr. Crist very naturally is demanding payment of the \$450.00 past due. Under your agreement with Mr. Crist you are, of course, responsible for payment of the \$450.00 in question.

2. Under your agreement with Mr. Crist you would continue to be responsible for an annual payment of \$450.00 for as long as your agreement continues with Mr. Crist. In order to relieve you of this liability the Custodian's Office has cancelled your agreement with Mr. Crist on the distinct understanding that he releases both of you from any further responsibility for ground and house rent for 1943 and thereafter.

We are forwarding to Mr. Crist a cheque for \$450.00 and for the time being are charging this amount to the account of Mr. Gilbert Hironori Shikase. We will endeavour thereafter to obtain from Mr. Jansen,



through the good offices of the Pacific Co-operative Union the sum of \$450.00 due, and will be reporting to you later as to the success or otherwise of our endeavours on your behalf.

Yours truly,

H. P. Alexander  
Manager

REPAID

REGISTERED





N. R. CRIST  
Real Estate & Insurance  
P. O. BOX 274  
Telephone 13111  
MISSION CITY, B. C.

• NORTHWESTERN • MUTUAL • FIRE • ASSOCIATION •

WESTERN CANADIAN DEPARTMENT • VANCOUVER • BRITISH COLUMBIA

Mission City, B.C. Mar. 15th/43

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

Dear Sir;

This is to certify that the lease dated  
April 18th 1940, myself and Gilbert Shikaze and  
Myoshi Kariatsumari is now cancelled and no  
further liability is attached to same.

Signed

*N. R. Crist*





**N. R. CRIST**  
Real Estate & Insurance  
P. O. BOX 274  
Telephone 13111  
MISSION CITY, B. C.

EVACUATION SECTION	
Rec'd	MAR 17 1943
File No.	3456 & 2247
Ans.	
Referred	<i>Shuender</i>

*sent to Richardson*

# NORTHWESTERN • MUTUAL • FIRE • ASSOCIATION •

WESTERN CANADIAN DEPARTMENT • VANCOUVER • BRITISH COLUMBIA

Mission City, B.C. Mar. 15th/43.

Mr. Ure  
Mission City, B.C.

Dear Mr. Ure;

Enclosed please find lease between myself and G. Shikaze and M. Kariatsumarri, also certificate of cancellation and receipt for \$450.00 being for rental due me.

I thank you for your able handling of the above which I can assure you has been appreciated.

I remain,

Yours very truly,

*N. R. Crist*





N. R. CRIST  
Real Estate & Insurance  
P. O. BOX 274  
Telephone 13111  
MISSION CITY, B. C.

• NORTHWESTERN • MUTUAL • FIRE • ASSOCIATION •

WESTERN CANADIAN DEPARTMENT • VANCOUVER • BRITISH COLUMBIA

Mission City, B.C. Mar. 15th/43.

To the Custodian of Enemy Property,  
Royal Bank Bldg.  
Vancouver, B.C.

This is to certify that I have received  
cheque for \$450.00 being in full for 1942 rental  
due me from G. Shikaze and M. Kariatsumari.

Yours truly

*N. R. Crist*



5456

May 14, 1943.

Mr. Gilbert Hironori SHIKAZE,  
Registration No. 13353,  
c/o Mr. W. Dalgleish,  
Picture Butte, Alberta.

Dear Sir:

Re: Your Truck and  
The Pacific Co-operative Union

According to information supplied to this office by the Pacific Co-operative Union, they have effected sale of your truck for the sum of \$1,791.08 from which \$391.08 was paid to the Finance Company and from which they deducted \$50.00 in settlement of the balance said to be owing by you to the Pacific Co-operative Union, leaving a net balance remaining of \$1,350.00 which the Pacific Co-operative Union tell us they have remitted to you direct.

For the sake of regularity, we would appreciate receiving your confirmation that the figures and facts given above agree with your own records.

Yours truly,

R. P. Alexander,  
Manager.

RPA:MA



May 27/43.

REPORT

Re: SHIKAZE, Hironori and  
KARIATSUMARI, Miyoshi

*Boston files*

Some time ago, the Custodian office requested Mr. Ure to have Mr. Crist sign a release re. the above contract. At that time the property was in very bad condition due to the tenant not looking after same and the weeds getting the best of everything. Mr. Crist agreed to take the property back in its rundown condition, and was led to believe that all improvements etc. would be left as part of same.

Mr. Crist has now sold the property, and due to its condition, had to take quite a loss. Mr. Crist acted accordingly, and has given the new purchaser the entire property including all buildings.

I looked at the buildings, and found them not to be what was expected, and feel that they have been greatly exaggerated.

Regarding chattels, Mr. Crist claims there were only 2 stoves, one of which he has sold for \$5.00 and the other a small cheap stove, is in his garage at home.

I think we had best get in touch with Mr. Janzen, and either collect for chattels he has removed, or have them brought back.

SIGNED *Charles*

\* address unknown,  
S.C.C. reports 29-5-43

Buildings on skids are only 2 being 8 x 10  
and of negligible value. Where would the Custodian  
put them??  
10 x 22



June 5th, 1943

Mr. Gilbert H. SHIKAZE,  
Registration No. 13353,  
Box 372,  
Picture Butte, Alta.

Dear Sir:-

Thank you for your letter of May 10th. We are writing with particular reference to the last two paragraphs of your letter under reply.

With regard to your investment in planting strawberries and rhubarb, we see your point, but draw your attention to the fact that it was you and your partner who made the arrangement with Mr. Janzen. The sub-tenant you chose has been unreliable and the arrangement was cancelled by this office to prevent any further loss. We should mention that whatever work you had put in was nullified by the failure of your tenant to look after the place so that the weeds were getting the best of everything and the property becoming very run down.

Turning to the packing sheds, bunk houses, and chattels, we find that when you registered with the Custodian on April 21st, 1942, you stated that you had no personal property whatsoever except your truck. Under these circumstances there is nothing we can do to protect your remaining interests since these have been turned over completely to Mr. Crist as we were not aware that you had any claim. Our fieldmen advise that there are only two buildings on skids being 8 x 10 and 10 x 22 and of negligible value. The chattels to which you refer cannot be found and must have been taken by Mr. Janzen. We are trying to find him but have not so far been successful, but as pointed out above, we cannot accept any responsibility in view of your expressed declaration that you had no personal property.

Yours truly,

H. F. Green  
Protection Department



June 5th, 1943

Mr. C. R. Crist,  
756 Riverside Road,  
Watsqui, B. C.

Dear Sir:-

Re: Gilbert Hironori SHIKAZE

After completion of our recent arrangement with you in connection with the above Japanese, he advised us that he had left some chattels on the property. We requested our Mr. Carlson to contact you in this regard and we understand that you could only find two stoves, the other things having presumably been taken away by Mr. Janzen.

Although we did not know about these stoves at the time, we think you will agree that they did not form part of the property and should be returned to the Japanese. One we understand you have sold for \$5.00 and we think it would be fair that this money be remitted to us for crediting to the Japanese' account. The other we understand is in your garage and we will request Mr. Carlson to make arrangements about this.

Yours truly,

H. F. Green  
Protection Department

HFG:IP



File #5456

Picture Butte, B.C.  
Sept. 20, 1943

Office of The Custodian  
Vancouver B.C.

EVACUATION SECTION	
OCT 4 1943	
File No.	5456
Refused	Lipson

Dear sir:

I am enclosing a Sun  
Life Insurance notice policies  
totaling \$55.60 minus dividend  
of \$4.99 leaving total of \$50.61  
Amount due.

The Manufacture Life Ins.  
Amount \$35.34 so please  
pay the premium out of my  
account to the each company.

Yours very truly,  
H. Shkoff

Reg. no. 15353.

Can. Cal.  
\$58.00 ✓  
11-11-43

B.F. Jan. 20/44  
Chk. cr. Bal.



5456

April 18, 1944.

Mr. Hironori SHIKAZE,  
Registration No. 13353,  
c/o. W. Dalglish,  
Picture Butte, Alta.

Dear Sir:

Re: Sun Life Pols. #2202352 & #2202353

Further to our letter of December 4th, 1943, we wish to advise that we are unable to make further payments on your above two policies as there are no funds standing to your credit with the Custodian.

The Insurance Company advise that there is \$18.35 outstanding on Policy #2202352 and \$10.85 on Policy #2202353; but the policies will carry themselves for approximately ten years.

We will do nothing further in this matter and will leave it entirely in your hands.

Yours truly,

S. M. Gibson,  
Insurance Department

SMG:JS



Rec'd	SEP 13 1944
File No.	5456
Re: ed	new

Box 36  
Hatzic, B.C.  
September 12th, 1944.

F. G. Shears, Esq.,  
Office of The Custodian,  
506 Royal Bank Bldg.,  
Vancouver, B.C.

Dear Sir:

Would you kindly issue a permit to Mr.  
Frank Shimek to ship to Mr. Gilbert Shikaze<sup>OF PICTURE BUTTE</sup> his clothes  
cupboard, washing machine and sewing machine. These  
fixtures have been in safekeeping since 1942. Mr.  
Shikaze has recently married and requires these now.

Your early attention to this matter  
would much oblige.

Yours very truly,

*Ann E. Shimek*

(Miss) Ann E. Shimek.



5456

September 15th, 1944.

Miss Ann E. Shimek,  
Box 36,  
Hatzic, B. C.

Dear Madam:-

Re: Gilbert SHIKAZE

We have your letter of the 12th instant from which we note that Mr. Shikaze wishes to obtain possession of some of his chattels. From our records we cannot see that any chattels have been reported to us. They should have been reported in accordance with the law.

We are prepared to grant permission to Mr. Frank Shimek to effect shipment of the articles requested at the expense of the Japanese.

If there are any other articles belonging to Mr. Shikaze in your possession, or in the possession of Mr. Frank Shimek, they should be reported to this office immediately.

Yours truly,

Geo. B. Spain  
Protection Department

GBS:IF



90. Brader Farm.  
Lethbridge, Alta.,  
Aug. 9, 1947.

The Office of the Custodian,  
Dept. of Sec. of State,  
Japanese Division,  
Ottawa, B.C.

EVACUATION SECTION	
AUG 18 1947	
Rec'd	
File No.	5456
Ans.	
Referred	

I am herewith enclosing a share of  
Riverside Lumber Co. Ltd. of Mission City, B.C.  
I want to surrender my Two Hundred fifty  
four shares (254) at \$/ each.

Please cash this share and send  
the above amount soon as possible.  
I am in need of money now so  
please make at your early convenience.

Yours very truly,  
Shiroshi Shikaze  
Reg. no 13353.

Cert. held in safekeeping by  
the accounting Dept.



20th August, 1947.

Mr. Hironori SHIKAZE,  
Registration No. 13353,  
c/o Broder Farm,  
Lethbridge, Alta.

Dear Sir:

We wish to acknowledge receipt of your letter of the 9th August, enclosing Certificate No. 12 for 254 shares in the Riversyde Lumber Company Limited.

Please be advised that although this Company has been liquidated, the Custodian is awaiting the final report from the Solicitors who handled it, together with the net proceeds that they have on hand for distribution. We understand that settlement will be very low, in fact around 5%, but we will not definitely know until we receive the statement.

You will be fully advised when we receive this information and in the meantime we are holding your certificate in safe-keeping.

Yours truly,

Office of the Custodian.

HA



5456

11th December, 1947.

Mr. B. Love,  
Dewdney, B.C.

Re: Gilbert Hironori SHIKAZE - Rem. No. 13353

Dear Sir:

It has been brought to our attention that the above Japanese purchased  $\frac{1}{2}$  acres of rhubarb from you in 1942, and at that time had paid \$113.75 to you, as well as \$142.50 paid out by him for labour and fertilizer. As this Japanese was evacuated in April, 1942, and was unable to market this crop, it would appear to this office that Mr. Shikaze is entitled to a refund of the amount paid.

Please advise us if this is the case and if you are prepared to make settlement.

Yours truly,

Office of the Custodian.

HA



EVACUATION SECTION	
Rec'd	DEC 20 1947
File No.	5456
Ans.	
Referred	<i>[Signature]</i>

404 North Hythe Street,  
Vancouver, B. C.

December 18th 1947.

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

Dear Sir,

re: Gilbert Hironori Shikaze No. 13353

Your letter addressed to Bert Love, Dewdney, B. C. finally reached me at the above address.

1. The Japanese simply bought the rhubarb roots, in the field, for \$113.75 and it was stipulated that he remove them at his own expense and take them away before commencement of spring farm operations 1942, in order that the ground would be available to me.
2. The Japanese did remove some of the roots but failed to remove the balance as agreed and I had to remove them at my expense and piled them up under a tree where they still are. Come and take them.
3. Because Japanese did not remove them within the time specified he is indebted to me for all labour in digging and removing them.
4. I had nothing to do with the subject of fertilizer. He could fertilize or not as he saw fit. No contract in that regard.
5. He is not entitled to any refund from me. Your own common sense will tell you that much. The Japanese started the war and caused their own loss, if any.

Yours truly,

*Bert Love*

BERT LOVE.



~~XXXXXXXXXXXX~~

~~XXXXXXXXXX~~

Room 506,  
Royal Bank Building,  
Vancouver, B.C.

9th December 1948.

Messrs. Virtue & Russell,  
Macfarland Building,  
Lethbridge, Alberta.

Dear Sirs,

Re: Case No. 747  
Sikuniki SHUKATE

With respect to the claimant's claim in the amount of \$3000  
alleged to be for his crop of strawberries and rhubarb I wish to inform  
you that it is intended, in addition, to raise the alternative defence  
that the claim for crops is not within the terms of reference, as the  
crops were not personal property of the claimant vested in the Custodian  
and lost, destroyed or stolen while in the possession or under the  
control of the Custodian.

Yours truly,

JW E Hunter



THE COMMISSIONER: How does he base any claim on land held under lease?

MR. VIRTUE: Well, I presume he had certain crops growing on the leased land which he lost. That is my understanding.

THE COMMISSIONER: That is outside of the terms of reference because I have no authority to deal with crops.

MR. VIRTUE: Except that a leasehold interest in land might be worth something just as is a freehold.

THE COMMISSIONER: But no leasehold interest would be sold. Do you suggest that the Custodian sold the leasehold interest?

MR. VIRTUE: No, I believe the situation here is that the lease having been made on the 24th of November, 1941, and this man having gone ahead and planted it, that he then lost possession of it entirely and lost the value of his crop for that year.

THE COMMISSIONER: How do you found that under the terms of reference which relates only to the sale of land other than at a fair market value?

MR. VIRTUE: That may be so, sir.

THE COMMISSIONER: Well, subject to anything you have to say, Mr. Virtue, that will be my ruling that the terms of reference are not broad enough to include a loss arising out of the compulsory evacuation from a piece of leased land.

MR. VIRTUE: Well I think I would ask leave to reserve any argument that might be offered in that regard because I presume there will be a number of these cases before we get through.

THE COMMISSIONER: Well I would prefer to deal with it now. I do not want these things hanging over. If I could see any hope of a successful argument being advanced, I wouldn't hesitate, but the terms of reference are so specific.

MR. VIRTUE: Well I can't say anything more than that, sir. It amounts to this; that while the lease had not been sold by the Custodian, yet there is a leasehold interest there which had a value, and which interest has been entirely lost by the claimant; that is what I mean to say on that.

THE COMMISSIONER: Well I hold against you on that, and if you choose to go to the Executive Council on appeal from my ruling, I would suggest that you should do so promptly.

MR. VIRTUE: Well I haven't any present intention in that regard. The only thing is if a great many of these cases develop as we go along where leasehold interests have been lost, then some representation would have to be made.

THE COMMISSIONER: I don't recall of any arising up to date, do you, Mr. Hunter?

MR. HUNTER: We had one other.

THE COMMISSIONER: I think I have a vague recollection of it and I think counsel abandoned it the moment it was called to his attention.



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.

24th June, 1949

PLEASE REFER TO FILE NO 3212 - 138

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  
Hironori Shikaze, Case No. 747  
Custodian File No. 5456

In this case the claimant was the owner of a five acre leasehold on which he had spent a great deal of money planting rhubarb, strawberries, etc., etc., and he also erected some small buildings. All of this was lost. His claim amounted to \$3,360.00 and we consider that it falls under Real Property, and that we should get an increase of 80%.

In addition he had a personal property claim for rhubarb, etc., amounting to \$232.50, and we consider that we should get 34% on this.

We shall be glad if you will give the matter some consideration and, if necessary, we can discuss it in Vancouver.

Yours truly,

VIRTUE, RUSSELL & MORGAN,

Per



V/L



**MEMORANDUM**

July 5th, 1949.

TO: B. Good  
FROM: J. Cuming

Re: Case No. 747 and Mr. A. G.  
Virtue's letter of June 24, 1949.

Mr. Hunter's letter and attached excerpt from Transcript of Case No. 475 provided Virtue under date of December 9, 1948 covers. (See Claim File 747 for copy).

Custodian defence as per above places the following items which make up the claim as being "Outside the Terms of Reference": -

\$3,000.00	- Crop on leased land
360.00	- half-interest buildings on land
232.52	- Rhubarb roots and fertiliser



JG/ER



VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS  
AND NOTARIES PUBLIC

McFARLAND 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.

10th September, 1949

PLEASE REFER TO FILE NO.

3212 - 138

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  
Hironori Shikaze, Case No. 747  
Custodian File No. 5456

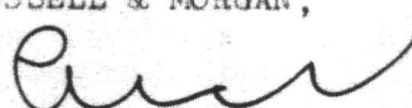
Your letter of July 12th was held for my  
return.

We would like to take this as a special  
case before the Commissioner.

Yours truly,

VIRTUE, RUSSELL & MORGAN,

Per



V/L



CASE NO. 747.

IN THE MATTER OF THE "INQUIRIES ACT"  
PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION.

**B E F O R E**

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

10

Lethbridge, Alberta,

October 4th, 1948.

IN THE MATTER OF THE CLAIM OF  
HIROHORI SHIKAZE.

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.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30



H. Shikase,  
In Chief.

THE SECRETARY: Case No. 747, Hironori Shikase.

HIRONORI SHIKAZE, the claimant herein,  
being first duly sworn, testified  
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q You speak English, Mr. Shikase?

A Yes, Mr. Virtue.

Q Now, I show you a form called a summary of evidence showing your land leased from Mr. Crist, and the improvements, and so on, the buildings, and then a list of the rhubarb roots and so on. Is that your signature (indicating)? A: Yes.

Q Was this claim prepared by you in my office with the help of an interpreter and a clerk?

A Yes.

Q Are the statements in this claim true statements?

A Yes, sir.

Q Now, your land was leased by you and a man named Mariatsumari? A: Yes.

Q From a man named Crist? A: Yes.

Q It was 21 acres? A: Yes.

Q And you and Mr. Mariatsumari worked land and each had a half interest? A: Yes, sir.

Q And I believe you each worked ten acres?

A Yes, a ten acre piece separately.

Q A ten acre piece separately?

A Yes.

Q But you held the lease together?

A Yes.

Q And you paid a rental to Mr. Crist for \$400.00



3  
H. Shikase,  
In Chief.

per year?

A: Yes, that is right.

Q Now, on your part of the land I believe you planted five acres of strawberries and five acres rhubarb?

A: Yes, sir.

Q And you value that planting at \$2000.00 and \$1000.00 respectively, a total of \$3000.00?

A Yes, sir.

Q Would you tell His Honour about the planting of strawberries and when the crops from strawberries can be expected? For instance, this land that you leased from Mr. Grist, you leased in April, the 1st of April, 1940?

10

A Right.

Q That was two years before you were evacuated. Now, when did you put in the five acres of strawberries?

A: We got in April and then we started to plow and disc it and harrow it and put it in that year, in 1940.

Q What time of the year?

20

A Around May.

Q May of 1940?

A: Yes.

Q Now, do you get any return from strawberries the first year they are planted?

A No, we didn't get no return until the next year, 1941.

Q Now, the next year, 1941, do you get a full return?

A No.

Q About what crop do you get the second year?

A The second year and the third year start to mature pretty good.

30



4  
H. Shikase,  
In chief.

Q Let us talk about the second year first. About what crop do you get the second year of strawberries?  
A: About 5 tons to the acre.

Q Is that a quarter crop or half crop or what?

A About two-thirds, and the third year you get more than five tons.

Q The third year you get your big crop?

A Yes, the biggest yield.

Q How about the fourth year?

10 A It is about the same.

Q You get a big crop then? A: Yes.

Q And what about the fifth year?

A The fifth year is about the end.

Q The fifth year is about the end, and then you have to start over? A: Yes.

Q So that from the strawberries which you planted in 1940 you had only had one partial crop?

A Yes.

20 Q And you were looking forward in 1942, '43 and '44 to your big returns on the strawberries, is that right?

A Yes, that is right.

MR. VIRTUE: I will put in the summary as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: And you put in 5 acres of rhubarb.

You might tell His Honour about that, as to when you plant rhubarb and when did you do it?

30 A The rhubarb you do the same as the strawberries. My dad had a plant from the States, and it is pure red inside, and he bought it for twenty-five cents apiece, and he started to expand them, and



H. Shikase,  
In Chief.

we put in our place at Matsqui.

Q What year did you put in your rhubarb?

A The same year, 1940.

Q Did you get any return that year?

A No, you don't get any return at all, you have to put in fertilizer and everything, and 1941 you just get a bit, just like strawberries, and '42 and '43 is the yield.

10 Q You look for your big crops of rhubarb, or looked for them, in '42 and '43? A: Yes. And then in '44 we started to put them in the forcing house, forcing hot house, and that is where we make our last profit.

Q So that your profit from the rhubarb, you had a small return in '41?

A Yes.

Q And you expected your big return in '42, '43, and again some return in '44? A: Yes.

20 Q And that is why you value the planting at the sums you have put in, \$2000.00 and \$1000.00?

A Yes.

Q Now, I see you put some buildings on here. When did you put these on? A: 1940.

Q You put them on now? A: Yes. The year '41 I mean.

Q The year '41? A: Yes.

Q And then when you were evacuated you just had to leave those buildings? A: Yes.

20 Q And you valued your half, the total cost of the buildings was \$720.00, and you valued your half at \$360.00? A: Yes.



H. Shikase,  
Cross Exam.

Q Making a total claim of \$3360.00?

A Yes.

Q Now, out of your '42 crop -- I believe you were evacuated in the Spring of '42?

A Yes, 1942.

Q Did you get any returns for the '42 crop? What did you do when you were evacuated?

A Just out of that year that we evacuated, you mean?

Q Yes? A: Well, we went in there and cultivated before we come here, put the fertilizer on, and just after I left it in the hands of the lessee.

Q Who was that? A: Mr. Jansen.

Q Mr. Jansen. In other words, you and your partner, Kariatsumari, when you found you were going to be evacuated, got in touch with a man named Jansen?

A Yes.

Q What deal did you make with Jansen, do you know? Have you got a copy of it?

A Oh, yes, we got a lease form.

Q Do you know where that is? You haven't got it now?

A I think I left it with your office, sir.

Q I am afraid not. I have the lease from Grist to you, that was left, and it was put in evidence in the Kariatsumari case; it is an exhibit there.

A I think I had Jansen's there too.

Q Well, we have no record of Jansen's lease being available; that is why I asked you about that.

If my learned friend has it, we will be very glad to have it.



H. Shikase,  
In Chief.

MR. RICE: Is that the lease to Jansen?

MR. VIRTUE: Yes.

MR. RICE: No. I have the lease from Crist.

MR. VIRTUE: If my learned friend will let me have the Crist lease, just for the record, I will put it in.

(Document to Mr. Virtue)

MR. VIRTUE: Q: Will you look at that. That is a lease dated the 18th of April, 1940, from Crist to Shikase and Kariatsumari. Are those the signatures of yourself and Kariatsumari?

A Yes.

Q For five years from 1940, reserving certain buildings to the lessor. I will put it in.

(LEASE MARKED EXHIBIT NO. 2).

MR. VIRTUE: Q: Well, then, let me ask you this: Were there any growing crops or planted crops at all on this land when you leased it from Crist?

A No.

Q So that all that was growing or planted there was done by you and Kariatsumari?

A Yes.

Q Now, will you tell us what your arrangement was with Jansen? What was your deal with him?

A Well, through the Pacific Co-op in Mission, they find Mr. Jansen out, and he said to pay rent to Mr. Crist and he was supposed to pay.

Q Jansen was supposed to pay the rent to Crist?

A Yes.

Q From '42 onward? A: Yes.



6  
H. Shikase,  
In Chief.

Q What were you to get? A: The crop rent.

Q Well, what was that? A: \$2000.00, and I  
get the half of it, \$1000.00.

Q Between you and Kariatsumari you get \$2000.00,  
and you get the one half of it, \$1000.00?

A Yes.

Q And that was for \$1942? A: Yes.

Q And that is why you figured you had a loss of  
the amount of your claim or some \$3200.00 or  
\$3300.00, because you lost the value of your  
lease from then on? A: Yes.

Q Is that for the first year, '42?

A Yes.

Q And you lost what you put into the buildings?

A Yes.

Q Now, I show you here a bill of sale or a receipt,  
would you look at that and tell me what that is?  
It is from B. Love.

A I bought this one at February 6th, 1942, from Mr.  
B. Love, and Mr. Kariatsumari had a half interest  
in, but that isn't with this.

Q Let me understand this: This first one is a bill  
of sale covering rhubarb amounting to \$385.00?

A Yes.

Q Was that the rhubarb that you planted on this  
land? A: No, this has nothing  
to do with this other lease at all; this is  
different altogether.

Q It was a different property altogether?

A Yes, this is at Dewdney. This is different altogether.



H. Shikase,  
In Chief.

Q That had nothing to do with the land that you and Kariatsumari had? A: No.

Q But according to this, you paid for the rhubarb, thirty-four rows; you paid \$385.00?

A Yes.

Q How many acres would that plant?

A Well, we were trying to put them in the hothouse.

Q Well, at any rate, you have to plant rhubarb by roots? A: Yes.

10 Q And they are quite expensive?

A Yes. We had a special kind at my dad's place.

Q Well, at the time how much would the rhubarb roots cost to plant five acres, about?

A Well, it depends on the kind of roots you have.

Q The ones you had? A: I had a couple of acres of these rhubarb roots from the States, which my dad paid 25¢.

Q You don't know how many roots it takes to an acre?

A It takes about 2000 plants.

20 Q For an acre? A: Yes, and it costs 25¢ a root, but you divide them into six or seven or eight parts.

Q Well, I won't go into further detail on that, sir. Perhaps it will work out mathematically. Now, you have another claim here in addition to the loss of your land,

"Rhubarb roots purchased by claimant from Mr. B. Love. These were left in ground at Love's place to be picked up later by Claimant. \$157.50. Claimant intended to



H. Shikase,  
In Chief.

harvest crop off roots before taking them up and moving them to his own place and expended on labour and fertilizer, \$75.00."

Just explain that? A: Well, just before we went away and we thought we would stay, we never heard about the evacuation then, so we bought this rhubarb from Mr. Love to put it into the hothouse.

Q In '41? A: In '42.

Q It says '41 here? A: Yes, but we could leave it until '42 to put it in our hothouse because our land at Matsqui and the other place was not new.

Q At any rate, you paid Love \$157.50 for these rhubabb roots? A: Yes, and left it and we fertilized it and hood it.

Q And that is why you have the additional claim?

A Yes.

Q That was lost to you entirely?

A Yes.

Q Now, before you left there in the Spring of '42, did you harvest and sell any strawberries?

A No, sir.

Q Did you harvest and sell any rhubarb?

A No, sir.

Q It was too early in the season to harvest strawberries and rhubarb? A: Yes.

MR. VIRTUE: My learned friend has a letter of May 10th, 1942, written by this man. I wonder if we might see that, please.

(Letter in question to Mr. Virtue)

30 MR. VIRTUE: Q: Is that a letter you wrote to the



H. Shikase,  
In Chief.

Custodian?

A: Yes, sir.

MR. VIRTUE: I would like to read this, sir. It is dated at Picture Butte, May 10th, 1943, to the Custodian.

"Dear Sir:

Referring to my file No. 5456 & 2247 and the letter I received on March 11th. I like to write few things with agreement dated April 18th 1940 with Mr. Charles R. Crist.

"Mr. M. Kariatsumari and I made the agreement dated on April 18th 1942. The agreement was under the two names but the farms were operated entirely differently. Mr. M. Kariatsumari has rented a house from Mr. Crist on fall of 1941 on \$50.00 per year basis and I being living at Mission has nothing to do with the house rent and the rent which you took out of my account.

"I put quite a large sum of investment on planting those 5 acres of strawberries and 4 acres of rhubarb. Not only invested on berries and rhubarb but these packing sheds and bunk houses has used about 20,000 feet of lumber and shakes which being built on sleigh system, so after the agreement is due I could remove those buildings. I also left 6 stoves, scale and wheelbarrow etc. which I could of sold of it.

"Please write to me what has become of these things in the near future. So you could see from these point of view how much I have invested on the farm without harvesting full



H. Shikase,  
In Chief.

crop of 1942 and till the lease is due.

Yours very truly,

Gilbert H. Shikase."

Q By the way, is Gilbert your English name for  
Hironori? A: Yes.

Q All right, thank you. I will put the letter in.  
(LETTER MARKED EXHIBIT NO. 3).

10

MR. RICE: For the purpose of keeping the record  
straight, your Honour, I would like to suggest  
to my learned friend that the claim filed for  
the loss of land amounted to \$3159.00. Is it  
your intention to amend that to \$3360.00? I  
might say the total claim filed amounted to  
\$33912.50, which included the claim for rhubarb,  
fertilizer and labour. That is, rhubarb \$157.50,  
fertilizer and labour, \$75.00, was included, which  
in the summary of evidence is made a separate claim.

20

MR. VIRTUE: Well, I am glad my learned friend called  
it to my attention, because there are some clerical  
errors, but as I read my claim it seems to be in  
order. The share of the buildings is \$360.00,  
the loss of lease and crop \$3000.00, and that makes  
\$3360.00.

MR. RICE: I am referring to the claim filed in November.

MR. VIRTUE: I mean, the claim we are now putting  
forward is according to our summary of evidence.

MR. RICE: Then it is being increased?

30

MR. VIRTUE: The rhubarb and the fertilizer comes to  
\$232.50, and is added to the \$3600.00, which is  
according to the summary of evidence now filed.



H. Shikase,  
Cross Exam.

THE SUB-COMMISSIONER: You say the rhubarb is to be added to the \$3360.00?

MR. VIRTUE: Yes, sir. That is \$3000.00 for the loss and \$360.00 for the buildings. It is right there on Exhibit 1, sir. It is true that it is a little higher than the proof of claim filed originally on the 20th of November, 1947, and if it is necessary to ask for an amendment of the original proof of claim I now do so.

10 MR. RICE: It is submitted, your Honour, that the claimant did not own the buildings. It is submitted that the claim for the rhubarb and fertiliser was not declared and the Custodian had no knowledge of the same until the claim was filed in November, 1947. It is further submitted that this claimant turned over his property to persons other than the Custodian and if there is any loss the Custodian is not responsible for the same.

20 CROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form dated the 21st of April, 1942 (indicating); does that bear your signature?

A Yes, sir.

Q That is your J.P. form? A: Yes, sir. This is my land.

Q That is your J.P. form? A: Yes.

MR. RICE: I tender that as an exhibit.

(J.P. FORM MARKED EXHIBIT NO. 4.)

MR. RICE: I point out that the only chattels declared here are a 3-ton Maple Leaf 1941 truck in custody



H. Shikase,  
Cross Exam.

at Hastings Park, Vancouver, B. C.

Q I show you a proof of claim form, apparently completed by you last November, November 20th, 1947?

A: Yes, sir.

Q That bears your signature sworn to on the same date before W. S. Russell? Is that right?

A Yes, sir.

MR. RICE: I tender that as an exhibit.

(CLAIM FORM MARKED EXHIBIT NO. 5).

10

MR. RICE: I also submit a personal property summary and claim respecting the buildings and a real property summary. They can go in as one exhibit (SUMMARIES MARKED EXHIBIT NO. 6).

MR. RICE: Q: Do you consider that your claim is worth more today than it was last November?

A Oh, yes.

Q You do?

A: In 1945, I mean, when the lease was due.

Q Well, perhaps you misunderstood my question. I am asking you if you consider your claim against the Crown, if you have one, is worth more today than it was when you swore that claim, Exhibit 5, last November?

A: Oh, yes.

Q It is worth more?

A: Yes.

Q What pushed it up in price?

A Pardon?

Q You have the price, increased it on your claim by about \$150.00, and I am wondering why?

A \$150.00?

20

Q Yes?

A: Well, I figure strawberries



H. Shikase,  
Cross Exam.

about \$500.00 an acre.

Q Yes, but you figured that last November, did you not? Perhaps I had better show you. Last November you valued the market value of your crop, that would be these two figures here (indicating), and this here is the rhubarb and the labour, and you valued it at \$3159.00?

A Oh, yes.

10

Q Today you are valuing the same thing at \$3360.00, these crops and everything total up to \$3360.00?

A Well, I figured \$400.00 an acre for strawberries and \$200.00 an acre for rhubarb.

Q What did you figure last November then that made it \$150.00 cheaper? A: Well, I must have figured some another way I think.

Q These rhubarb roots that you bought from Mr. Love, you bought them in the field? A: Yes, sir.

Q You were to remove them at your own expense?

20

A Yes, at the following year; I could have until the following year.

Q You were to take them away before Spring of 1942?

A Right.

Q Before Spring operations of 1942?

A Yes. We were evacuated in '41.

Q You were evacuated in '42.

A Well, in '43, I could take them out; in the Spring of '43, before that.

Q Mr. Love says that you were to remove them by the Spring operations of 1942; would he be right in that?

30

A I had a copy over there. Mr. Virtue, I think, has it.



H. Shikase,  
Cross Exam.

Q Can you refer to it, or can you answer the question? All right. I don't know whether this is what you have in mind or not.

A It says, "All rhubarb root to be cleared off the property by February 15th, 1943," and this is Mr. Love's handwriting.

Q Mr. Robinson? A: Mr. B. Love & Son.

Q You removed part of these roots?

A No, sir.

10

Q You removed none at all? A: No. It says in here I can remove until February 15th, 1943, so that I went out and put fertiliser and cultivation so that I could put it in the following Fall in 1942, I thought I would put them in the hothouse, so any case I can't. I thought I was going to plant them the following year.

Q Mr. Love in his statement says that you did remove some of the roots but you failed to remove the balance that you had agreed to?

20

A No.

Q You didn't remove any roots whatever?

A No.

Q You are positive of that? A: Yes. And here is the proof. Here it says I have it until February 15th, 1943.

Q Whose handwriting is that? A: This is Mr. Bert Love, in his handwriting.

Q Mr. Bert Love? A: Yes, of Dewdney, B.C.

30

Q I suppose you know that Mr. Love has a claim



H. Shikase,  
Cross Exam.

against you for digging the roots, that you didn't dig, and piling them up under a tree?

A Because I didn't dig them?

Q Yes?

A: Well, I can't dig because I wasn't there; if I was there I could dig them out.

Q Well, he says-- no, no, he had nothing to do with the fertiliser. You could fertilise or not just as you saw fit?

A: Well, it be for my own benefit because I was going to put them in the hothouse so that it grows that much for the following year.

Q There is nothing in the contract regarding that?

A No.

Q You leased your land from Mr. Crist and then before you were evacuated you leased to Jansen, did you?

A: Yes, Jansen.

Q You leased to Jansen? A: Yes.

Q You and your partner? A: Yes.

20

Q And you made arrangements for the Co-op. to look after your interest in the same?

A2 Yes, sir.

Q What was the name of the Co-op again?

A Pacific Co-op.

Q Pacific Co-op? A: Yes.

Q Well, did the Pacific Co-op get in touch with Mr. Jansen, or did you get in touch with him and make your own arrangements?

A Well, we were supposed to go out and look for people because we had to evacuate so suddenly,

30



H. Shikase,  
Cross Exam.

and they didn't have much people to look after, you know, the land, and he said if we could find anybody, anybody that is suited for the place, to go and look for it, and then Mr. Jansen worked for us for a couple of years before, two summers, I think, so that we know him, so that we thought we would put him through the Pacific Co-op.

Q So that you leased to Jansen and had the Pacific Co-op look after your interest?

10

A Yes.

Q What do you mean by saying that you didn't harvest the full crop in 1942? A: In 1940 and in 1941 I just had a few crop. You only get part of the crop in '41, and in '42 we were evacuated in May, so that we had no crop at all.

Q Your rhubarb would be off then?

A No, just started in May or June. We were evacuated on May 6th.

20

Q In your letter of May 10th, 1943, to the Custodian filed as Exhibit 3 you use the expression, "So you could see from these point of view how much I have invested on the farm without harvesting full crop of 1942"? A: That is mean I never harvest no crop in 1942; I just invest my money in '41, '40 and '41.

Q Why did you use the words you hadn't harvested the full crop in 1942; do you mean to say you didn't harvest any that year? A: Yes.

Q That is all.

MR. VIRTUE: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the transcript accurate.

"S.R. HOWARD" Official Reporter

I hereby certify the transcript true and accurate.



Defence Brief

Lethbridge, Alta.

Hironori SHIKAZE.

Oct. 4/48

File No. 5456

Case No. 747

PERSONAL PROPERTY CLAIM  
(All claims shown are Gross)

1.

Claim for crop on leased land.

\$3000.00

Not within terms of reference. (See letter written to Virtue and Russell, 9th Dec. 1948, and also copy of excerpt from Case 475 heard before the Honourable Mr. Justice H.I. Bird at Lethbridge March 25/48 re a similar claim. Attached)

2.

Claim, 1/2 share of buildings on leased property

\$360.00

Not declared on JP Form (Ex. 4)

First knowledge of buildings received letter of May 10/43 (Ex. 3). Custodian cancelled lease Mar. 15/43. Mr. Crist owner, sold property prior to May, 1943.  
Witness:- Mr. S.C. Carlsen

Mr. Carlsen reported May 27/43 (on claim file) "I looked at the buildings and found them not to be what was expected and feel that they have been greatly exaggerated."

Mr. Carlsen also reported verbally May 29/43, buildings on skids are only two being 8 x 10 and 10 x 22 and of negligible value.

3.

Claim

Submission: "It is submitted, your Honour, that the claimant did not own the buildings".

\$232.52 for rhubarb  
roots & fertilizer

Not within terms of reference

(See letter from Mr. Love dated Dec. 18/47 on claim file.

WITNESS S.C. Carlsen

2.

HA



Name of Claimant SHIKAZI, Hironori

Case 747

Custodian File 5456

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			
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 & 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	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
TOTAL RECOMMENDATION											.00



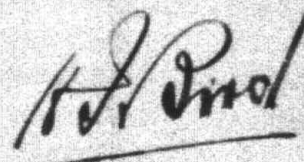
CASE NO. 747 - SHIKAKE Mironori

The claimant held under lease made 18th April 1940 by C.R.Crist, 21 acres of land with a woodshed and the red barn, for a 5 year term, at an annual rental of \$400.00 per year, the land being described as Lot 5 and part of Lot 1, Section 9, Township 17, District Lot 410, Map 2662.

The claimant alleges that he had planted 5 acres of strawberries and 5 acres of rhubarb and had erected buildings at a cost of \$720.00. The claimant sold the crop in 1942 for the sum of \$1000.00 to one Jacob G. Jansen, and at the same time sublet the lands to Jansen, who thereby agreed to pay rent payable to Crist.

On November 21st 1942 Crist reported to the Custodian that the annual rent for the current year had not been paid. The Custodian advised the claimant of the fact that rent was in arrear, but received no satisfactory acknowledgment. The Custodian then endeavored to recover the arrears of rent payable by Jansen, through the Pacific Co-Operative Union, but could make no recovery since Jansen's account at the Pacific Co-Operative Union at the conclusion of the 1942 season showed a debit balance of \$466.98. Subsequently Crist terminated the lease and resumed possession of the property.

In the foregoing circumstances I can find no support for the claimant's claim, even though such a claim could be entertained under the terms of reference.



Commissioner.

October 18th 1949.