

5581

RECEIVED



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: TSUJI Juichi (Teddy) (or Tonji, Shigeichi) see Notarial registration on file  
HOME ADDRESS: R.R.#1 Mission B.C. (Nelson Road)  
REGISTRATION NUMBER 13345 SEX: Male AGE: 35  
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: NoneMARRIED? YesNAME OF WIFE OR HUSBAND: KiyokoADDRESS OF WIFE OR HUSBAND: R.R.#1 Mission B. C.NAMES OF ANY LIVING CHILDREN: NoneADDRESS OF CHILDREN: NoneAGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: 5 acres: Lot B E $\frac{1}{2}$  NW $\frac{1}{4}$  of Sec. 19 Twp. 17 in the Municipality of Mission. (Agreement of sales between, Mrs. E. A. Stallard, 423 Hamilton St., Vancouver, B.C. & TSUJI)

2. BUILDINGS AND OTHER IMPROVEMENTS: 3 roomed wooden frame bungalow 14'x30' 1 packing house 14'x24'

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) \$7.00 per yr. at Mission 1941

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)  
\$80.00 still owing on property to Mrs. E.A. Stallard, 423 Hamilton St., Vancouver, B. C.

6. OCCUPANCY AND LEASES (If vacant so state) Sold crop: through Pacific Co-operative Union, Mission (name unknown) \$250.00



7. STATE WHEREABOUTS OF TITLE DOCUMENTS: At home  
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Mrs. E.A. Stallard, 423 Hamilton St., Vancouver, B.C.  
9. IF FARM LAND STATE CROPS SOWN 2 acres strawberries & acre pasture.  
*Seed only per Pacific Co. of Union, N.C. for about \$2.50*

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1

2. LANDLORD'S NAME AND ADDRESS:

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

4. STATE WHEREABOUTS OF LEASE

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

One #9 Jubilee High oven stove for kitchen.  
( to be left in the house)

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY

None



4. INSURANCE CARRIED ON ABOVE PROPERTY: NONE
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: none
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) none
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) none
8. BANK ACCOUNTS: none
9. LIFE INSURANCE: none
10. INTEREST IN ANY ESTATES OR TRUSTS: none
11. SAFETY DEPOSIT BOX: none

**LIABILITIES:**

1. PERSONAL DEBTS: Mrs. E. A. Stallard, 423 Hamilton St., Vancouver, B.C.  
owes \$80.00 balance of amount for purchasing of property.

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 17th day of April 1942.

J. T. Wilson  
Witness

(Signature)

J. Tanji

FOR DEPARTMENTAL USE



INFORMATION FROM R.C.M.P.

Date May 20/43

Le No. 5581

Name Shiguchi  
TSUJI Yuichi (Teddy)  
(Surname in Block Letters)

Registration No. 13345

Male - Female  
(check)

Age Jan. 7, 1907

Address R.R.#1, Mission, B.C.

Evacuated Apr. 24/42

Naturalized - Canadian-Born - National  
(check)

Present Address 40 Fred. Cook,  
Picture Butte, Alta.

Married - Single  
(check)

Name of Wife \_\_\_\_\_

Name of Husband \_\_\_\_\_

Name of Mother <sup>nee</sup> (MINAGURO)

Name of Father Kamejima #13346

Names of Children under 15 Yuji #13347

Requested by \_\_\_\_\_

Registered with Custodian  
(Yes or No)

Additional Information

Farmer. Owner of 5 acres,  
house, car, <sup>on</sup> ~~house~~ at above address

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REAL PROPERTY SUMMARY

JAPANESE NAME: Shigeichi TSUJI Reg. No. 13345 File No. 5581.  
Copy for File 4962.

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act.  
2nd Offer. BC/693-P.

PROPERTY ADDRESS: R.R. 1, Nelson Road, Mission, B. C.

LEGAL DESCRIPTION: Block "B" of the East  $\frac{1}{2}$  of the North West  $\frac{1}{4}$  of Section 19, Township  
17, Map 1966, Mun. of Mission, N.W.D.

TITLE: In the name of Emma Adeline Stallard, Cert. of Title No. 122351-E.

ENCUMBRANCES: Nil.

EXHIBIT No. 798-5  
DATE October 15/48  
FILED BY A. R. Rice  
Taxes - \$5.72.

ASSESSSED VALUE: 1942 - Land \$160.00  
Improvements \$100.00 - Total \$260.00.

CLASSIFICATION: The parcel has an area of 5.01 acres. The owner declared 2 acres in  
strawberries and  $\frac{1}{2}$  acre in pasture, with 3 room house 14x30' and a  
packing house 14x24'.

HISTORY OF  
ADMINISTRATION: Shigeichi TSUJI was holder of an unregistered Agreement of Sale dated  
24th September 1937, from Emma Adeline Stallard, the purchase price  
being \$225.00 with a cash payment of \$50.00. Interest at 5% per annum.  
On this contract as at 20th November 1942 there was an unpaid balance  
on principal of \$55.00 and interest \$20.84 as per letter A.R. Creagh  
29th September 1942.

Juichi TSUJI leased the property on 20th April 1942 to Paul Adank for  
10 months from 1st April 1942 at a rental of \$250.00, paid to the  
Lessor. (On file is a notarial declaration by Juichi TSUJI that his  
correct name is Shigeichi TSUJI). The lease included livestock on the  
premises and the house, and the Lessee was to have the option of re-  
newing the lease for 1943 through the Pacific Co-Operative Union as  
agent for the Lessor. No schedule of stock or implements is attached  
to lease.

Mr. Adank on 28th August 1942 informed W.E. Anderson that his lease  
included Block "A", adjoining and owned by Shigeichi TSUJI and his  
brother Tsuneichi, file 4962, and there are on file several ~~maps~~  
etc. which assume this to be a fact. The copy of the lease on file,  
however, does not include Block "A". The lease has been dealt with  
as covering both "A" and "B" in the distribution of the rental.

Mr. Adank also made claim of misrepresentation of area in crop by the  
Lessors, the excess of area being 1.02 acres, equivalent to \$85.00 of  
rental. He accepted an offer of 70% of this sum, \$59.50 in full  
satisfaction of his claim. The claim being in respect to the straw-  
berries on Block "B", it was regarded as a charge against the account  
of Shigeichi TSUJI, and a cheque for \$59.50 was sent to the Pacific



Co-Operative Union as Adank's address was unknown. The Pacific Co-Operative Union gave a credit to that amount on a liability of Adank.

In 1943 John Sterritt made application for a lease of Blocks "A" and "B" from March 31st to September 1st, 1943, at a rental of \$68.00. There is no copy of this lease on file, but on the application is a notation that the lease was sent to the Soldier Settlement Board on 23rd July 1943. Of this rental \$20.00 was apportioned to Block "B" and allowed as accrued rental. The balance, \$48.00, was credited to the joint owners of Block "A", Tsuneichi TSUJI and Shigeichi TSUJI (files 4962 and 5581).

Shigeichi TSUJI'S interest was that of purchaser under an unregistered Agreement of Sale dated 24th September 1937, of which a duplicate is on file. The amount owing as at 10th November 1944 was \$83.10, which was paid 7th November 1944 to A.M. Whiteside, who obtained a conveyance dated 1st September 1938, from J.H. McGill, under power of attorney, to Shigeichi TSUJI, registered 13th September 1944, and transmitted to the Custodian on same date.

**SOLD:** To The Director, The Veterans' Land Act, as at 1st January 1943 for \$343.00.  
Approved by Advisory Committee - 1st June 1943.

**FUNDS:** Released to the credit of Shigeichi TSUJI - sale price \$343.00; less Certificate of Encumbrance \$1.00, taxes \$20.35, interest on Agreement of Sale \$28.10, drawing deed to S. TSUJI \$5.00, legal fee \$15.00, registration \$3.00, principal owing on Agreement of Sale \$55.00, total \$127.45. Net amount released \$215.55.

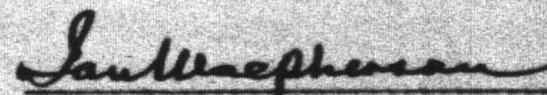
**TITLE:** Certificate of Title No. 178015-E issued to The Director, The Veterans' Land Act, and payment of consideration made to the Custodian by cheque dated 17th October 1944.

**OLD TITLE:** Certificate of Title No. 122351-E deposited in the Land Registry Office

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

**DATED:** March 17th, 1947.

**IM:JS**

  
Ian Macpherson.



PERSONAL PROPERTY SUMMARY

File No. 5581

1st March, 1947.

Re: Shigeichi TSUJI - Reg. No. 13345

CHATELS:

The above Japanese registered with this office on the 17th April, 1942, and at that time declared leaving a stove at his house on Nelson Road, Mission. Our fieldmen on the 14th May, 1943, noted that there was a stove and a home made table on this property, but as they were apparently not worth the expense of handling, no liquidation was made. *(Note: 12/1/43 To Consulate to take to Sakhalin over records M.B.)*

On the 6th January, 1944, he wrote to this office asking for shipment to him of goods stored in Mr. Lightbody's basement in Mission, as well as shipment of some of his father's (Kamejiro TSUJI, File No. 5576). These were shipped to the father in Jan. 1944, at Nobleford, Alta, and he was asked to notify his son who also lived there.

This file reveals no other personal property.

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

HA

*W. L. ...*



FIRE INSURANCE SUMMARY

Files 4962 & 5581.

Tametschi TSUJI - Reg. No. 13348.

Shigetschi TSUJI - Reg. No. 13345.

No record on file of any insurance on building  
owned by either of above.

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

March 17th, 1947.

  
Ian Macpherson.

IM:JS



LIABILITY SUMMARY

File No. 5581

24th February, 1947

Re: Shigeichi TSUJI - Reg. No. 13345

The above Japanese declared no liabilities when registering with this office. However a claim of \$85.00 was filed by Paul Adank, tenant on property owned by Shigeichi TSUJI for crop misrepresentation. This claim was settled on a 70% basis of \$59.50 and paid from his account.

Three other claims were filed against Shigeichi TSUJI:-

Dr. W. Uchida	\$9.00
L.S. Hudson	6.19
Valley Credits Limited (Jack's Service Station)	8.83

Dr. Uchida's claim was later withdrawn. The other two claims were acknowledged as being correct on the 18th Feb. 1947, and paid in full from this office.

This file reveals no other liabilities.

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





MEMORANDUM From F. Matheson

April 16, 1945.

Re: Shigeichi TSUJI, Reg. 13345, File 5581

There is no record of a car belonging to this man having been surrendered to the RCMP.

This man did not declare ownership of a motor-vehicle. It may be assumed therefore that he had disposed of his car before he registered with the Custodian.

*F. Matheson*



File No. 5781

November 3rd, 1944

CLAIMS DEPARTMENT

Shiroichi TSUJI - Reg. No. 13345

CREDITORS:-

1. Crop Misrepresentation -	
Paul Adank.....	\$59.50
2. L. S. Hudson.....	8.19

*Paid*

AMC:HD

Gr. Bal. ....\$318.63  
3/11/44



CLAIM

File No. 13047

5381

DATE

First List

CREDITOR

Dr. M. Uchida,  
439 Powell St.,  
Vancouver, B. C.

DEBTOR

Shigeishi Tsuji  
R. R. #1,  
Mission, B. C.

AMOUNT OWING

\$9.00 —

AGENT

Nil.

ORIGINAL FILE

G-68

*Withdrawn*

*EP*



BC-693-P

BC/608-P

Page 1

VETERANS' LAND ACT  
FARM APPRAISAL REPORT

R.O. New Westminster

R.O. File Gen. 22

D.O. 28-919

D.O. File R 919

Japanese

Name Shigeichi THUJI

Legal land description Blk. "B" of the E. 1/2 of N.W. 1/4 of Sec. 19 Tp. 17, Map 1966

Municipality of Mission, N.W.D.

Acreage 5.01

Vendor's Name

Address

Municipality, Township or Parish Mission

County New Westminster

Nearest rail point G.P.R. Mission 2 1/2 Miles N.S.E.W.; Market Town Mission 2 1/2 Miles

Predominating nationality British Religion Protestant Nearest churches, denominations and distances All denominations, Mission Schools: Public 2 1/2 Miles; High 2 1/2 Miles

Employment opportunities Very small, near home. Mission offers some town jobs, a mile away berry picking is available. 6 or 7 miles away bush work is available.

How did you identify this property? N.W. corner stake of lot A immediately north of this and paced to corner.

Roads: Has property access to main road; kind of road and condition. Is road open in winter? Fair gravel road open year round. Steep hill where it enters Silverdale road.

Is farm average, above or below average and why? Below average on account of small cleared acreage and small total acreage. I understand this Jap operated 20 acres just north with a patch of raspberries on it, now with Pacific Co-op. Union trespass sign on it. Soil on this 5 acres is excellent. Buildings poor.

Fencing, kind and condition No fencing.

Establish ownership line fences by confirming with neighbours No fences

Water supply (give details) No. well. Creek down steep hill on lot G, just south. This is very awkward, however water obtainable at various depths on this bench but might have to go 40'.

Drainage (natural or tile). Is it adequate? Lie of land with steep hill to south offers good natural drainage.

Fertility and Tillage (describe) Fertility by growth of weeds appear very good. No tillage this year.

Weeds (names and extent) No noxious weeds. Lots of smartweed.

Average yield per acre (hay and grain) Unknown. Fruit yield has been good.

State type of farming most suitable Small fruit or/and poultry.

Quote any recent sales of farms in locality Municipality knew of none.

How long has present owner held or operated farm? Purchased it 1941. Evidently in connection with a brother who owned 20 immediately north.

Describe rights or easements, if any. Municipality knew of none. They state for certain verification check at Registry Office should be made.

Is telephone or electricity installed or available. None and not easily available.



State assessment \$ Land \$100.00 Improve/ State annual land and school taxes; give names of taxing authorities General \$3.52, School \$2.20

Detail other taxes or charges such as irrigation, dyking, drainage, ditch, etc. (and in Quebec—church); give names of taxing authorities NONE

Describe any special features (gravel pit, lake frontage, creeks or rivers, timber, entrance to farm from public road, etc.) NONE

### LAND VALUE AND CLASSIFICATION

Acres	CULTIVATED LAND				Value per acre \$	Total value \$
	Level, undulating rolling or hilly	Soil: kind, depth in inches	Kind of sub-soil	Kind and quality of crop		
.85	Level	6-9" Silty Loam	Light clay	Silt, Straws, good	50	42.50
AREA WHICH CAN BE CULTIVATED WITHOUT COST OTHER THAN FOR BREAKING						
	Level, undulating rolling or hilly	Soil: kind, depth in inches	Kind of sub-soil	State why not broken previously		
AREA WHICH CAN BE CULTIVATED AFTER A REASONABLE AMOUNT OF CLEARING TIMBER, STONES, DRAINAGE, ETC.						
	Level, undulating rolling or hilly	Soil: kind, depth in inches	Kind of sub-soil	Nature of reclamation necessary	Reclamation cost per acre \$	
4.16	Fairly level	As above	As above	Bush	125.00	20.00 83.20
AREA UNSUITABLE FOR CULTIVATION						
	Character of land; e.g., hilly, swampy, rocky		Nature of timber, if any, and whether marketable			
5.01	Total acreage		Total value of land including fencing and water supply			125.70







R.O. File D.O. File  
 Land description Blk. B. of the N.W. 1/4 of Sec. 19, Twp. 17, Ac 5.01  
 Map 1966  
 BUILDINGS: Particular care must be taken in examining and reporting on foundation, sills, roof, etc.

Buildings	Size	Height in feet	Material	Foundation	Roof: type and condition	Age of bldg.	State of repair of bldg.	Present value \$
Frame House	14 x 28	11	1st Frame	C.P. ON Stones	Shingle	5	Fair	200.
Barn	14 x 24	7	Frame	C. Posts	"	5	Fair	60.
Feed Shed	8 x 12	9	Frame	Posts	Board	5	Fair	20.
	x							
	x							
	x							
Total value of buildings								560.00

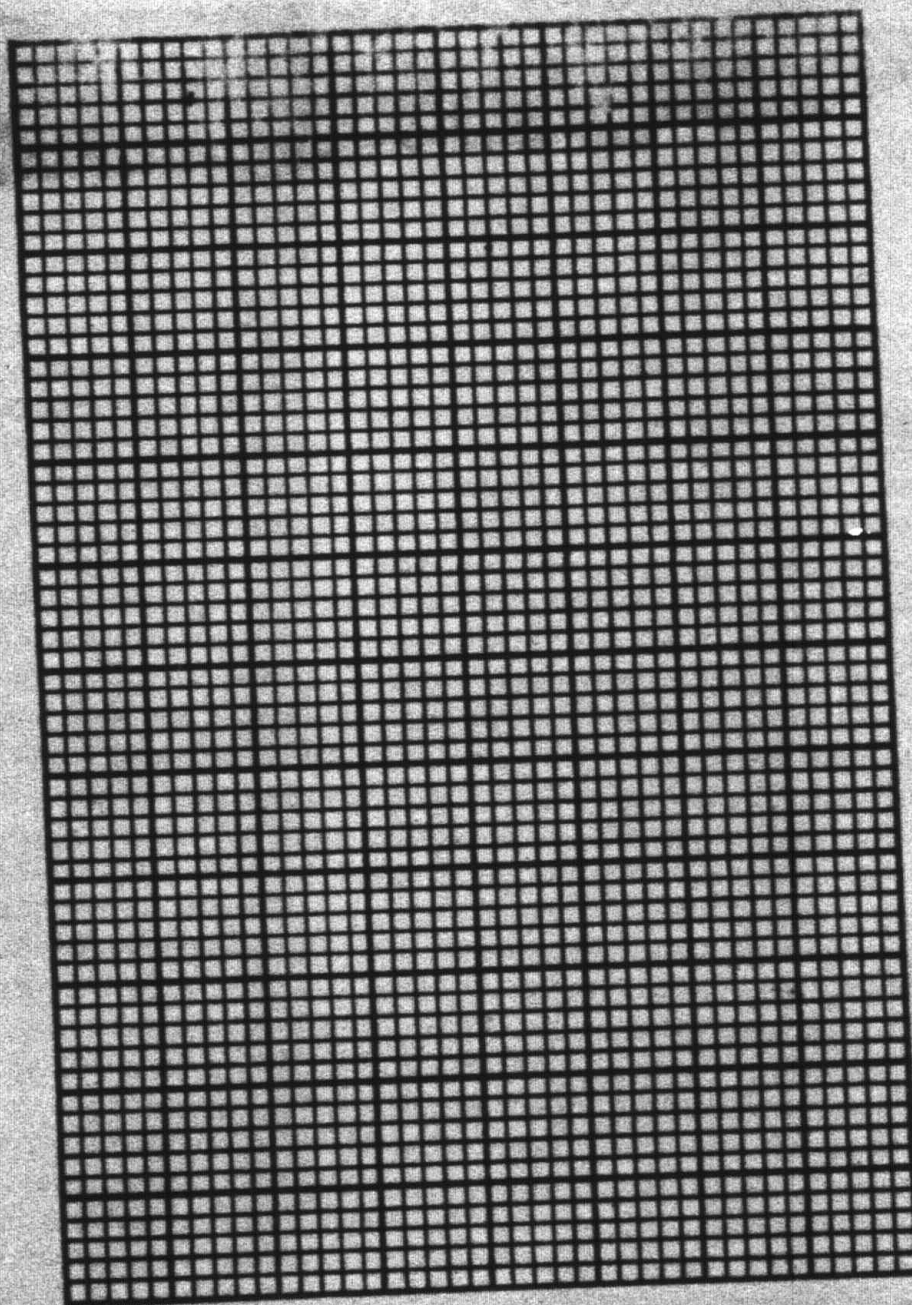
State peculiar features of bldgs. if any. Slip. Board partitions, Tin chimney.  
 Are bldgs. painted? NO Condition of paint. Describe needed repairs and approximate cost. Serviceable as they stand but cheap construction.  
 Give word picture of house, inside and out, including heating and basement if any. House is shiplap inside shake walls. 3 rooms, partitions single shiplap on 2x4's.  
 No. of rooms: downstairs 3 upstairs How finished shiplap in  
 Describe chimneys Tin chimney Distance from nearest bush Adjacent Is there any fire hazard near bldgs.? bush What bldgs. have lightning rods? NO  
 Is there hay fork, track, car and rope, in barn? NO

Scale: 1 inch = 1/4 mile.  
 (Appraiser should fill in scale used in making diagram)

## LEGEND

- Cultivated area - yellow outline
- Cultivable after clearing - green outline
- Wooded/or breaking - leave white
- Steep slopes - wavy line
- High knolls - circle with dot
- Fence: barbed wire - x-x-x-x
- Fence: woven wire - o-o-o-o
- Fence: rail, stump, etc. - horizontal line with cross-ticks
- Buildings: house - square with 'H'
- barn - square with 'B'
- granary, etc. - square with 'G'
- Well - circle with dot
- Soil test holes: (1), (2), (3) etc.
- Trees: x x x x x

*Diagram insert to be attached*



Indicate north by arrow  
 N  
 ↑



## SUMMARY OF VALUES

Value of land, including fences and water supply ..... \$ 125.70  
 Value buildings add to land ..... \$ 225.00  
 Value tree and bush fruits add to land ..... \$ .....  
 Total value of property ..... \$ 350.70

Do you consider this property suitable for full time farming under the Veterans' Land Act? (If not, why)

No. Too small. Soil best suited to berries and poultry which is rather precarious and outside work is not close.

I certify that I have carefully inspected the property herein described, that it is the land covered by the legal description given and that all the buildings listed in the schedule are located on the property. Having regard to the nature and history of the farm it is my opinion that its value is \$ 350.70

Date of inspection August 27th, 1945

Appraiser

R. H. Ramsey

We have considered the above appraisal and all available information regarding the property. In our opinion its sound value, under present conditions, is \$ .....

We consider this property (insert suitable or unsuitable) ..... for the purposes of the Veterans' Land Act. We recommend that it be purchased within the following price range \$ ..... to \$ .....

Remarks

Date 10 Chairman, Regional Advisory Committee

(Chairman and at least one member of Committee must sign this statement)

Member, Regional Advisory Committee

Member, Regional Advisory Committee

District Office review

Reviewing Officer

District Superintendent's decision Approved for purchase at \$343.00.

Date

10

District Superintendent



Canada

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

**JAPANESE EVACUATION SECTION**

NOV 30 1944

File No. 5581  
Reg. No. 13245

506 Royal Bank Building,  
Vancouver, B. C.

Mr. Shigeichi TSUJI,  
c/o Fred Cook,  
Picture Butte, Alta.

Dear Sir:

Re: Municipality of Mission - Block "B" of the East Half  
of the North West Quarter of Section 19, Township 17, Map 1966,  
District of New Westminster. C. of T. 122351E.

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	\$ 343.00
Add:	
Unexpired insurance premium as at January 1st, 1943	343.00
Less:	
Tax arrears to December 31st, 1942	\$ 20.35
Registration fee	3.00
Encumbrance—Principal (E. A. Stallard)	55.00
Drawing Deed	5.00
Interest	28.10
Net proceeds of sale	111.45
	231.55

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.



OFFICE OF THE REGISTER  
 DEPARTMENT OF LAND AND MINES

1963 Jan. 1 Cr. re Sale of Property  
 Land Registry Office  
 Certificate of Encumbrance

Pacific Co-Operative Union crop  
 State paid Paul Adank  
 59.50  
 1.00  
 230.55 Cr.  
 231.55

171.09 CR  
 11/17/63



Arthur R. Creagh  
BARRISTER AND SOLICITOR  
NOTARY PUBLIC

OFFICE OF THE CUSTODIAN  
INVESTMENT SECTION  
**RECEIVED**  
OCT 1 1942  
404 HASTINGS STREET  
VANCOUVER, B.C.

Jan M. Pheasant  
PHONE PACIFIC 2811  
**FILE - 5581**

September 29th 1942

Ian Macpherson, Esq.,  
Office of the Custodian,  
Royal Bank Building,  
Hastings & Granville Sts.,  
Vancouver, B.C.

File No. 5581  
Attention Mr. Cramer

Dear Sir:-

re: TSUJI and STALLARD

I beg to acknowledge receipt of your letter of the 28th inst. addressed to Emma Adeline Stallard, C/o J.H. MacGill.

Miss Stallard lives in England, and the late Mr. MacGill acted for her, and had her Power of Attorney, and I took over his business at the time of his death.

I enclose herewith duplicate of original Agreement for Sale as requested.

The purchase price was \$225.00, and the Purchaser made the following payments on account of Principal:-

\$50.00 at the time of the execution of the Agreement.

\$75.00 on the 10th September 1938,

\$20.00 " " 26th November 1938, and

\$25.00 " " 7th September 1940.

There is a balance of \$55.00 owing on account of Principal, and \$20.84 Interest, making a total of - \$75.84.

Will you please advise me if there is any prospect of this amount being paid in the near future.

Yours truly,

*Arthur R. Creagh*

ARC:S

Encl.



3581

**REPORT**

**ON EVACUATED JAPANESE PROPERTY**

MUNICIPALITY Mission,

DATE: May 7th. 1942.

REGISTRATION NO. 13345.

NAME: TSUJI. Teddy,

ADDRESS: Nelson Road, Mission, B.C. HOUSE NO.

**PROPERTY.**

ACREAGE: 5.

KIND OF CROPS: Strawberries.

APPROX. ACREAGE OF EACH: 2.".

**HOUSE:**

VACANT Yes.

OCCUPIED

DESCRIPTION Bungalow.

ROOF

Shingle.

SIZE: 14x30

NO. ROOMS: 3

CONDITION: Good,

OTHER BUILDINGS: Packing house.

NAME OF LESSEE OR RENTOR: Paul Adank.

TERMS: \$250.00 through Pacific Co-operative Union.

REMARKS: Inventory attached.

*Paul Adank*



Inventory of Property. TSUJI. Teddy, # 13345

1 Kitchen range.

Stored in the house on Nelson Road, Mission, B.C.

Crop sold to Paul Adank through Pacific Co-operative Union,  
for \$250.00



INVENTORY OF CHATTELS BELONGING

TO

TSUJI, Juichi #13345

524 Nelson Rd. Mission B.C.

1 Jubilee High oven stove.

1 Table H.M.

Signed.

*R. M. Anderson*

May 4/ 43

*noted*  
*R*



Arthur R. Creagh  
BARRISTER AND SOLICITOR  
NOTARY PUBLIC

SUITE 14  
423 HAMILTON STREET

VANCOUVER, B.C. June 22nd 1943

EVACUATION SECTION 8012	
Rec'd	JUN 24 1943
File No.	5571
Ans.	
Referred	Anderson

auth. Inverson

Custodian of Enemy Property,  
675 Hastings St. West,  
Vancouver, B.C.

Attention Mr. Cramer

Dear Sir;

re: TSUGI

I enclose herewith Tax Statement, which I have just received.

This Jap. entered into an Agreement to Purchase this property in question, some years ago, and there is a balance still owing of some \$80.00 or \$90.00, which I would like to collect, as my client is in very straitened circumstances.

Yours truly,

*Arthur R. Creagh*

ARC:S

1 encl.-Statement

24/6/43.  
No funds at credit  
L.R.

Statement following from sheet.



16th July, 1943.

Mr. Juichi TSUJI,  
Registration No. 13345,  
c/o Fred Cooke,  
Picture Butte, Alta.

Dear Sir:

re: Settlement of Crop Claims.

The Custodian's office has received quite a number of claims from tenants who leased farm properties from persons of the Japanese race and whose growing crops were sold to the tenant under written agreement which contained the specific acreage said to be under cultivation.

The claims filed with the Custodian have been based on the difference between the acreage specified in the agreement which you signed, and the actual acreage of crops under cultivation.

We have gone into this matter very carefully and the difference in acreage has been established by actual measurements. Legal opinion which we have obtained on your behalf advises us that the agreement you signed would leave you liable for the full amount of the claim. However, we have been able to obtain the consent of the tenants to the reduction of their claims to 70% of the full amount.

The amount claimed against you for a difference of 1.02 acres amounted to \$85.00, and a settlement on the basis of 70%, which amounts to \$59.50, has been charged to your account. This letter is sent to you so that you may be aware of the circumstances of this charge.

*not charged*  
Yours truly, *R*

R. D. Richardson,  
Farm Department.

RDR:GF



Lessee: John Sterritt.

Amount: \$48.00

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

PAYMENT ORDER.

To *Pacific Corp. Union*

Address *Winnipeg B.C.*

*TSUBI, Bros.*

*6/13* File No. *5581*  
*4962*

I HEREBY ASSIGN AND TRANSFER TO THE CUSTODIAN the sum of *48.00*

*Forty Eight* /100 Dollars out of monies now due and  
accruing due or that at any time hereafter may be due in respect to the

proceeds of: *Japanese Shipments*

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

IN WITNESS WHEREOF I have hereunto set my hand  
and seal this *29* day of *June*, 1943.

SIGNED, SEALED, and DELIVERED  
IN THE PRESENCE OF

Signature: *R. M. Jackson*, *John Sterritt*

Address:

ACKNOWLEDGMENT

RECEIPT of the above order acknowledged this ..... day of ....., 1943.

Signature .....

*OK*



Mission City B.C.

Dec 1st 1942

Claim #  
Juichi Seng

Dear Sirs,

According to my lease on the  
Seng Farm certain cereages were  
specified and I was told that  
the plants were in good bearing  
condition. I found this to be untrue  
and feel justified in filing the  
attached Claim against the above  
named Japanese because of acre  
shortage and misrepresented plants

Sincerely Yours.

Paul Adank

E.A.P.C.



guchi Inuyi Place.

On my lease 2 acres of Strawberries  
were specified. I found the  
acreage to be only  $1\frac{1}{2}$  .. \$  
Claims 75.00

The Raspberry plants were too  
young and there were only a  
few scattered berries on the entire  
acre. \$  
Claims 75.00

Total Claims \$150.00



The Custodian Of Enemy Property,  
Office of the Custodian,  
503 Royal Bank Building,  
Vancouver, B. C.

Dear Sir:

I hereby agree to accept settlement of my claim against

J. Lange

on a basis of 70% of the total.

Signed:

Paul Adank



P.O. Box 56

Robbford Alta.

Jan. 6, 1944

Mr. H. F. Green

506 Royal Bank Bldg

Vancouver B.C.

EVACUATION SECTION	
REC'D	JAN 11 1944
File No.	5581
Ans.	See 14-1-44
Referred	<i>[Signature]</i>

Dear Sir <sup>Out to</sup> <sub>-Anderson</sub>

Thank you for your letter which I received few days ago. I wrote a letter to Mr. Ore last month but I am writing to you again. All those things I stored at Mr. Lightbody's Basement at (Mission) are mine (Junichi Taddy Sanji) and all those things at home where Kendall is taking care of is my father K. Sanji. In your letter I understand that K. Sanji's things are moved to Buddhist Temple so ~~not~~ kindly send the following things:-



1 comforter

1 violin

all our photographs and snapshots

2 gramophones (1 victrol electric)

all the Japanese (1 columbia records)

1 rice box

8 square cushions (about 16' x 16')

1 tea kettle.

I have sent a letter to Mrs. Kendall so she knows what they are and she will pack them for us so please send a letter to her that they are O.K. to ship them.

Those things at Lightbody's are mine and I want them all so please send a letter to Mr. Lightbody too that they are O.K. to ship them. ~~to~~ I have send a letter to Mr. Lightbody before and he will pack them for me



as soon as he get a notice  
from your office. x  
Kindly send A. & J. T. Tany's  
things by C. P. R. Freight  
I will pay <sup>all</sup> the charges on this  
and other things.

Yours truly,  
J. T. Tanyi  
Reg. No. 13345



5981

March 29th, 1944.

Registered R/A

Mr. Shigeichi KUSUJI,  
Registration No. 13345,  
c/o Fred Cook,  
Picture Butte, Alta.

Dear Sir:

RE: Blk. "B", E.  $\frac{1}{2}$  of the N.E.  $\frac{1}{4}$  Sec. 19,  
Twp. 17, Map 1966, Municipality of  
Winnipeg, New Westminster District.

Mr. Arthur R. Greagh, solicitor for Miss E.A. Stallard, Vendor, has filed with us a statement dated January 12th, 1944, showing that you are indebted to her in the sum of \$80.75, being balance of Purchase Price. Details as follows:

Purchase Price.	\$225.00
Interest on balances to 12th January, 1944.	<u>25.75</u>
	\$250.75
Credits by Cash.	<u>170.00</u>
	\$ 80.75

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

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

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

Yours truly,

Encl.  
Encls.

Isa Macpherson  
Title Examiner

Approved Corrects

\_\_\_\_\_  
(Japanese Name)



Address  
as

PHONES  
Mission Office 65, Plant 55  
Main 5411

## PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF  
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

22nd November, 1944.

Mr. A. McAlister  
Claims Department  
Office of the Custodian  
506 Royal Bank Building  
Vancouver, B.C.

EVACUATION SECTION	
Sent	Nov 22 1944
File No.	5581
Ass.	A. M. A.
Referred	McAlister

Dear Sir:      Re: Shigeichi TSUJI #13345 and  
                     Paul Adank - \$59.50.

Sorry we did not reply to your letter of  
November 3rd, as it was misplaced.

We are glad to hear there is a payment due.  
Paul Adank, as he owes us \$106.50, and we cannot locate  
him. Would you kindly remit this amount to us and we will  
credit his account.

Tsuji is all clear with us so we have no  
claim against him.

NOTE

Thanking you for your letter of November 21st  
in this regard, we remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per:

Geo. A. Reid  
Office Manager.

GAR/as



Mission City Bldg

R.R. 1, Dec 7, 1944

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

Rec'd	496Y/5581
File No.	
Ans.	
Entered	

Dear Sir: Re Property "E"

I herewith tender \$400<sup>00</sup>/<sub>X1</sub> for above  
property as advertised and enclose  
money order for \$40<sup>00</sup>/<sub>X1</sub> being 10% of bid.

Joseph Kish  
R.R. 1, Mission City.  
B.C.



4435  
4962  
5581

March 9, 1945.

REGISTERED MAIL

Mrs. Suze TSUJI,  
Registration No. 13347,  
PICTURE BUTTE, Alberta.

Dear Madam:

Re: Pacific Union  
Mutual Aid Fund

We have received notice from the Pacific Co-operative Union regarding the above and they advise that if it is your intention to keep up the 1945 dues they must be received not later than July 1st, 1945, otherwise your membership will be cancelled.

We would suggest that you look to your sons Tsuneichi and Juichi for payment of the annual fees of \$1.00 as you have no credit balance with this office.

Yours truly,

S. M. Gibson,  
Insurance Department

SAG:JS



200 Royal Bank Building,  
Vancouver, B.C.,  
April 22nd, 1944.

J. E. Threlkeld, Esq.,  
Official Administrator,  
The Testaments, B.C.

Dear Sir:

Re: Estate of Douglas THOMAS, deceased

We are advised by the B. C. Security Commission that the above named deceased, who prior to emigration, resided at Silverdale Road, B.C. His children, J. E., died on January 12th, 1944, at Edmonton, Alberta, and we are advised to request that you kindly undertake the administration of his estate.

We have no information as to whether the deceased left a Will and our files indicate that his family consisted of the following:

Agnes THOMAS, widow, B. C. B., Edmonton, Alberta.  
Donald THOMAS, son, B. C. B., Edmonton, Alberta - Age 42.  
Margaret (Patricia) THOMAS, son, B. C. B., Edmonton, Alberta - Age 18.

We are informed by the B.C.B.P. that all the above named survivors are Canadian Nationals.

Assets of the deceased of which we have knowledge are as follows:

Bank balance with the Institution \$100.75. This balance is subject to a charge for legal fees in connection with the sale of real property made prior to the date of death.

11 Shares Pacific Co-operative Union. Per value \$11.00 each. Redeemable November 30th, 1945 and 1946.



1974, 1982,  
1130, 1981.

April 1944, 1945.

J. W. Wright, Esq.,

22 Street Pacific Co-operative Union, San Francisco. For value \$10.00  
and. Value unknown.

1 Street United Farmers Co-operative Exchange, San Francisco. For value \$10.00.

The shares of the Pacific Co-operative Union and the United Farmers  
Co-operative Exchange have been transferred to the Custodian in New York for all  
Japanese Shareholders. As funds are received from the redemption of the Pacific  
Co-operative Union stock, we will remit to you as administrator.

We have no claim on file against the deceased.

We will be pleased to have you advise us as to your willingness to  
act in this matter, and when Letters of Administration are issued to you,  
kindly forward a certified copy to this office so that we may remit the funds  
now in our hands.

Yours truly,

E. S. WRIGHT  
ATTORNEY AT LAW

1974/042



4962 & 5581

July 30, 1965.

Mr. Steve Terepocki,  
Wren Road,  
Mission, B. C.

Dear Sir:

Re: Spec. Ad. Rev. 22/44 Parcel "E"  
524 Nelson Road, Mission.  
"A" Rev. 19/17/1966.

Your letter of July 17th enclosing cheque for \$100.00 and offer to purchase the above property for the sum of \$1,000.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the balance of the purchase price, namely, \$900.00.

Kindly advise the full name, address and occupation of the person in whose name this property is to be registered and also state whether or not the proposed registered owner is a British Subject, using the enclosed form.

The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, they will be signed and returned.

After the documents have been registered a statement of adjustments of taxes, etc. will be prepared, including registration fees, and forwarded to you.

Yours truly,

F. G. Shears,  
Director.

GP:EB  
Enc.



4962 & 5981

August 8, 1945.

Mr. Steve Teropack,  
Vern Road,  
Mission, B. C.

Dear Sir:

Re: Spec. ad. Nov. 22/44 Parcel "B"  
524 Nelson Road, Mission.  
6/2/45 12/17/46

This will acknowledge receipt of cash in the amount of \$100.00 from Steve Becker. We have now received a total of \$1,000.00, being the full amount of the purchase price for the above property.

We note that you request this property to be registered in the name of Steve Becker, farmer, of R. R. No. 1, Mission, B. C., British Subject.

As previously advised, conveyance will be prepared and forwarded to Ottawa with our recommendation for acceptance, and if accepted, adjustments will be calculated as of the date of this letter.

Yours truly,

F. G. Shears,  
Director.

GP:12



5576, 4962,  
4435, 5581  
Evacuee Section

509 Royal Bank Building,  
Vancouver, B. C.  
September 20th, 1945

J. W. Straight, Esq.,  
Official Administrator,  
405 Westminster Trust Building,  
New Westminster, B. C.

Re: Estate of Kamejiro TSUJI, Deceased

Dear Sir:

We are in receipt of your letter of the 15th instant, enclosing certified copy of Letters of Administration relating to the above Estate.

We are accordingly forwarding to you herewith our cheque for the sum of \$229.04, which represents all funds on hand in this connection, together with the statement of the account of this Estate as from October 15, 1944, the date of the late Mr. Kamejiro Tsuji's decease.

Regarding the Pacific Co-operative Union Shares of which eleven are redeemable, we wish to advise you that one share falls due after November 30, 1945, and the other ten fall due after November 30, 1946. In connection with the twenty non redeemable shares of this Co-operative Union, we regret we have no information on our file concerning their redemption.

The one share of United Farmer's Co-operative Produce Exchange, owned by this deceased Japanese, has been redeemed for \$65.00, and this amount is included in the enclosed cheque and shown on our statement. These funds should be held by you until such time as you receive the Share Certificate.

We also wish to advise you that this office does not hold any Certificates in connection with the above mentioned Shares.



5576, 4962,  
4435, 5581  
Evacuee Section

J. M. Streight, Esq.,

-2-

September 20, 1945

Mrs. Saye Tsuji, Tsuneichi Tsuji and Shigeichi  
(Juichi) Tsuji, known by the Custodian to be beneficiaries of  
this Estate, are Japanese Nationals, and therefore in accordance  
with the ruling of the Minister of Finance, their funds should  
be forwarded to this office when distribution is made. In this  
connection, we would appreciate receiving your advice as to the  
amounts which will be available for these beneficiaries.

Kindly let us have your receipt for our cheque at your  
early convenience.

Yours truly,

W. J. Johnston  
Administration Department

WJJ/JV  
Encl.



5581

22nd February, 1946.

George A. Reid, Esq.,  
Pacific Co-operative Union,  
Mission City, B.C.

Dear Sir:

Re: Shigeichi TSUJI - Reg. No. 13345

The above Japanese has now informed us that his Pacific  
Co-operative Union shares were left in the care of your office.  
Would you please advise us if this is correct, and what shares  
you are holding.

Yours truly,

W.E. Anderson,  
Administration Department.

WEA:HA

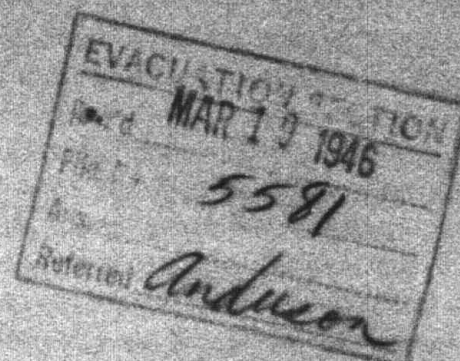


# PACIFIC CO-OPERATIVE UNION

GROWERS • PACKERS • SHIPPERS  
OF HIGH CLASS BERRIES & RHUBARS

MISSION CITY, B.C.

March 18th, 1946.



Mr. W.E. Anderson  
Office of the Custodian  
506 Royal Bank Building  
Vancouver, B.C.

Dear Sir: Your File 5581 - Shigeichi Tsuji-Reg. 13345

The above party never had any shares in this Association. We had K. Tsuji and T. Tsuji and one of these may have left shares with us. K. Tsuji has \$20.00 in shares redeemable after November 30th, 1946 and \$80.00 redeemable in 1947. T. Tsuji has \$34.03 redeemable after November 30th, 1946 and nothing in 1947. These figures you can check with the lists sent to your office in the fall of 1944.

We remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per:

*Geo. A. Reid*  
Geo. A. Reid  
Office Manager.

GAR/as



4th June, 1946.

Mr. Shigeichi TSUJI,  
Registration No. 13345,  
c/o Fred Cook,  
Picture Butte, Alberta.

Dear Sir:

Your request for funds has been forwarded through the Department of Labour, and we are attaching hereto Custodian cheque in the amount of \$100.00 from your credit balance here.

It is desired that a brief summary of the administration of your affairs be forwarded to you. Upon completion of this, the full amount of your funds will be remitted. In the meantime we trust the enclosed cheque will meet your present needs.

There was a piece of property being purchased under an Agreement for Sale from A.E. Christie by you and your brother, Tsuneichi. In accordance with the policy of liquidation decided upon by the Canadian Government this property was advertised for sale and sold for a price exceeding an independent appraised value. Attached hereto is a statement of the property sale adjustments, which you will see, after paying for the balance owing, netted \$511.47. This amount was credited to a joint account here in the names of yourself and your brother. A copy of which is also attached. You will note from this statement of account, that the balance is \$402.40.

Please advise us as soon as possible how these funds are to be distributed to each of you, and also have your brother confirm the distribution. Upon receipt of this information, the funds will be available.

Yours truly,

W.E. Anderson,  
Administration Department.

WEA:HA  
Encl.



EVACUATION SECTION	
Rec'd	AUG 19 1946
File No.	5581, 4962
Ans.	
Referred	Anderson

% J. M. Yonnie  
Hobbsford Alta.  
Aug. 14, 1946.

Mr. W. E. Anderson,  
Office of the Custodian,  
Vancouver B.C.

Dear Sir:-

Please send us full amount of fund  
from our credit account in two equal  
cheques of \$201.20 each and oblige.

Reg. # 13345.  
" " 13348.

Yours truly,  
S. Tsuji  
T. Tsuji



EVACUATION SECTION	
Rec'd	AUG 15 1946
File No.	5581, 4962
Ans.	
Referred	Anderson

M. Youmie  
Hobbsford Alta.  
Aug. 14, 1946.

Mr. W. C. Anderson  
B.C. Security Commission,  
Vancouver B.C.

Dear Sir,-

Referring to your letter of June 4. (File # 5581). Kindly send us all the money you have in our credit account, we are just a beet worker and have big family to look after so we need a money very bad.

Brother I Tsuji had a another baby on July 11th and my wife has to go to hospital and for operation on the stomach again on 26th this month so please send us cheque by return mail and oblige.

Yours truly,  
S. Tsuji.  
I. Tsuji

As M. V. L.  
to be sent  
2nd Aug



21st August, 1946.

Mr. Shigeichi TSUJI,  
Registration No. 13345,  
c/o J.M. Younie,  
Nobleford, Alta.

Dear Sir:

We wish to acknowledge receipt of your letter of the 14th August, and as requested we are enclosing herewith Custodian cheque in the amount of \$201.20. These funds represent your half interest in property at Mission registered jointly in your name and that of your brother, Tsuneichi.

In reviewing your file we find a claim against you by L.S. Hudson, Mission, for \$8.19. We wrote to you in November, 1944, regarding this claim but do not appear to have received a reply. Please advise us if this account is correct or not, as if so, settlement will be made from your account here.

Yours truly,

W.E. Anderson,  
Administration Dept.

/HA  
Encl. (cheque)



5581

28th January, 1947.

Mr. Shigeichi TSUJI,  
Registration No. 13345,  
c/o J.M. Younie,  
Nobleford, Alta.

Dear Sir:

Re: Jack Bontren, formerly trading as  
Jack's Service Station, Mission, B.C.

Valley Credits Limited have filed a claim against you  
on behalf of the above person, in the amount of \$8.83.

Please advise us if this claim is correct or not, as if  
so, payment will be made from your account here.

We would also remind you that we have not as yet had a  
reply from you in regard to the claim of \$8.19 filed by L.S. Hudson  
of Mission.

Yours truly,

W.E. Anderson,  
Office of the Custodian.

WEA:HA



Tabor Alta.

Feb. 18, 1947.

Mr. W. E. Anderson,  
506 Royal Bank Bld.,  
Vancouver B.C.

EVACUATION SECTION	
Rec'd	FEB 22 1947
File No.	5581.
Ans.	
Referred	Anderson

Dear Sir,-

Replying to your letter of Jan 28 inst.  
file (No. 5581.) please pay to Mr. L. S.  
Hudson \$8.19 and Jack's Garage \$8.83 from  
my account and send me the balance. I  
haven't had a work since Nov. 1st. last  
and I needed the money very bad.

I moved to Tabor last April so please  
send the cheque to the address I have  
written below and oblige.

Yours truly.

S. Tsuji

Tabor Alta.

Reg. (No. 13345)



1st March, 1947.

REGISTERED

Mr. Shigeichi TSUJI,  
Registration No. 13345,  
Taber, Alberta.

Dear Sir:

As requested in your letter of the 18th February, we have paid in full your accounts with Jack's Service Station and L.S. Hudson and are enclosing herewith Custodian cheque in the amount of \$39.03, which represents your full remaining credit balance at this office. For your information we are enclosing a statement of your personal account from the date when one was last sent to you 30th November, 1944, with details of your property sale.

We note that you still have the Title Document of this property in your possession and we request that you send it to this office as soon as possible as it has been cancelled at the Land Registry Office.

It would appear that we have accounted for all the property of every kind left by you in the Protected Area which vested in the Custodian and in order that you may confirm this and acknowledge the cheque, we are enclosing a stamped self-addressed envelope for your convenience in replying.

Yours truly,

W.E. Anderson,  
Office of the Custodian.

/HA  
Encls.3(chèque)



Your File # 5581

W. J. J. J. J. J.  
Mar 25/41

Received from Office of the  
Custodian the sum of \$8.19  
in settlement of claim against  
Shioichi (Guichi) Tsuzi  
Reg # 13345. Thank you.  
L. Hudson

Please find

EVACUATION SECTION	
Rec'd	APR 2 1941
File No.	5581
Att.	5581
Det.	L. Hudson
sent to you	



# Articles of Agreement

made in duplicate the 24th day of September in the year  
of our Lord one thousand nine hundred and thirty-seven

Between

EMMA ADELINE STALLARD, Spinster, of Suite 14, 423 Hamilton  
Street in the City of Vancouver and Province of British  
Columbia

hereinafter called the "Vendor," of the one part,

AND

SHIGERU TSUJI of Mission City in the District of New  
Westminster and Province aforesaid, fruit grower,

hereinafter called the "Purchaser," of the other part.

The Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of and from the  
Vendor the land, hereinafter mentioned, that is to say: ALL AND SINGULAR the certain parcel or  
tract of land and premises situate in the Municipality of Mission and District of  
New Westminster and Province of British Columbia, and more  
particularly known and described as

Block numbered "B" of the East half (E.½) of the Northwest quarter (NW¼)  
of Section nineteen (19) in Township seventeen (17)

XXXXXXXXXX

XXXXXXXXXXXX

Group One (1), New Westminster

District

according to the registered map of the said sub-division

deposited in the Land Registry Office, at the City of New Westminster  
in the said Province and numbered 1966

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum  
of Two hundred and twenty-five

Dollars (\$225.00) of lawful money of Canada payable in manner and on the days and times  
hereinafter mentioned, that is to say: the sum of

-----Fifty----- Dollars (\$50.00)

on the execution of this agreement (the receipt whereof is hereby acknowledged by the vendor), and

On the 31st day of August, 1938

monies from time to time owing under this Agreement at the rate  
6 % per annum, payable on the 31st August, 1938.

TOGETHER with  
of Five



ALWAYS PROVIDED, HOWEVER, that the Purchaser may at any time within the above mentioned period pay the balance of the purchase price and the interest thereon to the date of such payment.

IT IS HEREBY FURTHER AGREED by the parties hereto, in the manner following, that is to say: The Purchaser COVENANTS to and with the Vendor that he shall well and truly pay to the Vendor, the sums of money above mentioned, together with the interest thereon at the rate as aforesaid, both before and after maturity, on the day and times in manner above mentioned.

AND also shall pay and discharge all taxes, rates and assessments herewith the said land may be rated or charged from and after this date, and all instalments of principal and interest of local improvement taxes and assessments now rated and charged, or hereafter rated and charged, against the said lands, including proportion of this year's taxes and charges from date of this agreement.

AND will insure and keep insured in the name of the Vendor any buildings which may be on said lands at this date, in a Company to be approved by the Vendor, to their full insurable value.

AND will pay the Vendor all sums of money that may be paid by him for insurance premiums in respect of fire insurance on buildings on said premises during the currency of this agreement and the Vendor shall hold a charge or lien against the lands and premises for the amounts so paid, together with interest as well after as before maturity of this agreement at the rate of Seven per cent. per annum from the date of each payment.

AND it is further agreed that in the event of such insurance being paid as satisfaction for loss, the Vendor, upon receiving such insurance shall treat the same as a payment on the property which shall be credited to the Purchaser on this agreement, and will pay or cause to be paid to the Purchaser that part of such insurance remaining after retaining only sufficient to satisfy the Vendor's claims under this agreement.

IN CONSIDERATION WHEREOF, and on payment of the said sums of money, with interest thereon as aforesaid, the Vendor COVENANTS with the Purchaser, to convey and assure, or cause to be conveyed and assured to the Purchaser, by a good and sufficient Deed in fee simple A.L., the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining freed and discharged from all incumbrances, except rates, taxes and assessments from and after this date, and instalments of local improvement taxes and assessments, but subject to the conditions and reservations in the original grant thereof from the Crown, and such Deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, and the Vendor will assign to the Purchaser any Insurance Policies then not matured on said buildings.

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

AND it is expressly agreed that time is to be considered the essence of this agreement, and unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payment, the Vendor may give to the Purchaser thirty days' notice in writing demanding payment thereof, and in case any such default shall continue, these presents shall at the expiration of such notice be null and void and of no effect, and the Vendor shall be at liberty to re-possess, re-sell and convey the said lands to any purchaser thereof, and all the monies paid hereunder shall be absolutely forfeited to the Vendor as liquidated and ascertained damages. The said notice shall be well and sufficiently forfeited to the Purchaser or mailed under registered cover, addressed to the Purchaser at the address mentioned on the reverse side of this sheet. No delay on the part of the Vendor in enforcing the said forfeiture shall be a waiver of same.

THE PURCHASER shall examine the title at his own expense.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisions and agreements, rights, powers, privileges and liabilities contained in this Agreement

as made by and with, and granted to and imposed upon, the respective parties, heirs, executors, administrators, successors and assigns, the name as if, WHEREVER the singular and the masculine are used throughout this

constituted as meaning the plural or the feminine where the context or

IN THE EVENT of this agreement being registered and in the event

it is expressly agreed that the Vendor shall be at liberty to cancel

it is then continuing at the date of such production.

shall be read and held  
into, and their respective  
the words being, executors  
and necessary places, shall  
indemnify the same shall  
to parties hereto so require  
or after such registration  
and determine such regis  
in default has occurred as



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

Signed and Sealed

BY VENDOR IN THE PRESENCE OF

Mary James  
423 Hamilton St.  
Vancouver, B.C.  
 stenographer

Signed and Sealed

BY PURCHASER IN THE PRESENCE OF

Mary James  
423 Hamilton St.  
Vancouver, B.C.  
 stenographer

*E. A. Stallard*  
by her attorney  
*James G. G. G.*

*Shigeichi Tsuji*

FOR MAKER OF

I HEREBY CERTIFY that , personally  
known to me, appeared before me, and having been duly sworn by me, acknowledged to me that he  
is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed  
thereto as party thereto, that he knows the contents thereof, and that he executed the same voluntarily,  
and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of Office,  
at , British Columbia.

The attached AGREEMENT FOR SALE is a true copy of the one held by Emma  
Adeline Stallard and Shigeichi TSUJI dated 24th September,  
1937.

October 17th, 1942.

*W. H. H. H.*

A Notary Public in and for the  
Province of British Columbia

Dollars (\$ ) now paid to the Assignor, (the receipt whereof is hereby by him acknowledged) the Assignor  
doth hereby assign and transfer unto the Assignee, his heirs and assigns, all his rights, title, interests and claims in  
and to the within described premises, and in and to the with a written agreement, AND the Assignee hereby  
COVENANTS with the Assignor that he will ASSUME, PAY and DISCHARGE all moneys due and to become due  
under this Agreement, viz.:  
and will INDEMNIFY and SAVE HARMLESS the Assignor against and from the payment of the same or any part  
thereof, and will observe, keep and perform all the terms, covenants and conditions in said Agreement contained,  
and by the Assignor therein agreed to be observed, kept and performed.

IN WITNESS WHEREOF the said parties hereunto have set their Hands and Seals

Signed, Sealed and Delivered  
in the presence of

Assignor.

Assignee.



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

## FOR MARRIED WOMAN

[illegible]

*Dated* 24th September, 1937

# EMMA A DELINE STALLARD

AND

SHIGEMICHI TSUJI

# AGREEMENT

107

*Block*

Dist. Lot.

J. H. MacGill  
Barrister & Solicitor  
423 Hamilton St.  
Vancouver, B. C.

RAVEY &amp; JOHNSON, Portland

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

at this day of , in the year of Our Lord one thousand nine hundred and

I HEREBY CERTIFY that personally known to me, appeared before me, and acknowledged to me that is the person whose name is subscribed to the annexed Instrument as witness, and that he is of the age of sixteen years, and having been duly sworn by me, did prove to me that being of the full age of twenty-one years, did execute the same in his presence voluntarily.

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

FOR WITNESS OF



FARM LEASE

798 - 3

EXHIBIT No. \_\_\_\_\_  
DATE October 15/48  
FILED BY A.G. Virtue

THIS INDENTURE made in duplicate the 20th day of April A.D., 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

JUICHI TSUJI of Mission City

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

Of the First Part

- and -

PAUL ADANK of the same place

Farmer  
(hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT: for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hath demised and leased AND BY THESE PRESENTS DOETH DEMISE AND LEASE unto the Lessee all those certain parcels or tracts of land and premises

situate, lying and being in the Municipality of Mission in the District of New Westminster and Province of British Columbia, more particularly described as:

Block "B" of the East half of the North West quarter

Section nineteen (19) Township Seventeen (17)

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

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

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of Ten months to be computed from the first day of April A.D. 1942. and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREOF, for the said term hereby granted, unto the Lessor the sum of Two hundred and Fifty Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

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

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 1943 without any further payment.

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



Two (2) acres of strawberries

One (1) acre of raspberries

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

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

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

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

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that

respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

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

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

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

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



IT is understood and agreed that the Lessor is leaving in the care and custody of the Lessee one No. 9 Jubilee High Oven kitchen range.

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

Signed, Sealed and Delivered by

JUICHI TSUJI and PAUL ADANK

in the presence of

"J. Tsuji"

Red Seal

"M. M. Fletcher"

"P. Adank"

Red Seal

#### AFFIDAVIT OF EXECUTION

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

1. That I was personally present and did see JUICHI TSUJI and PAUL ADANK the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.
4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City in

the Province of British Columbia

this twentieth day of April

A.D. 1942

"M. M. Fletcher."

"J.M. Campbell"

A Commissioner for taking affidavits  
within British Columbia.

I hereby certify the foregoing words to be a true copy of the original whereof they purport to be a copy.

December 6, 1948.



## Office of the Custodian

REAL PROPERTY FOR SALE BY TENDER

The Secretary of State of Canada, acting in his capacity as Custodian under or by virtue of the Revised Regulations Respecting Trading With The Enemy (1943) hereby offers for sale by public tender, such interests as are vested in him in the following properties.

1. Part (14 acres more or less) of Section 29, Block 5 North, Range 2 West, shown lottered "A" on sketch deposited 1136, Municipality of SURREY, in the District of New Westminster, situate on Sandhill Road about one-half mile North of Toulmin Road, being a FAIR PROPERTY, five acres under cultivation and containing a five room dwelling, chicken houses and outbuildings.
2. Part (6 acres more or less) of Section 29, Block 5 North, Range 2 West, more particularly described as follows: Commencing at the South East Corner of Section 29, thence Northerly following the East Boundary of said Section 7.50 chains thence Westerly and parallel to the South Boundary of said Section 6.125 chains thence Southerly 7.50 chains to the South boundary of said Section thence Easterly along South boundary 6.275 chains to the point of commencement Municipality of SURREY, in the District of New Westminster, being UNIMPROVED LAND.
3. Lot 1 of part of the South East  $\frac{1}{2}$  of Section 4, Township 11, Map 9862, Municipality of LANGLEY, in the District of New Westminster, being 10 ACRES, more or less, of UNIMPROVED LAND on Brown Road, R. S. No. 1, Langley Prairie.
4. Lot 5, of the North West  $\frac{1}{2}$  of Section 16, Township 15, Map 1888, Municipality of MAPLE RIDGE, District of New Westminster, being 10 acres, more or less, of UNIMPROVED LAND, between 30th and 33rd Avenues, on the South Side of Dewdney Trunk Road.
5. Block "A" of the North West  $\frac{1}{2}$  of Section 19, Township 17, Map 1966, Municipality of RICHMOND, District of New Westminster, situate at 524 Nelson Road, R. S. No. 2, Mission, being a FAIR PROPERTY of 19.5 acres, more or less, partially cultivated containing a small dwelling and barn.
6. Blocks A, B and C of South East  $\frac{1}{2}$ , Section 19, Township 17, Plan 3472, Municipality of RICHMOND, District of New Westminster, situate at 573 Fern Road, being a FAIR PROPERTY of 30 acres, more or less, with approximately 13 acres under cultivation, containing an eight room dwelling and outbuildings.
7. Lots 11 to 16 inclusive, Block 3 of Lots 1, 2, and 3, District Lot 791, Group 1, District of New Westminster, Plan 3843, situate on PIPERDALE ROAD, Municipality of NORTH VANCOUVER, containing a four room dwelling and chicken house.
8. Subdivisions 31 and 32, Lot 13, Town of Hastings, Suburban Lands, Plan 431, City of VANCOUVER, situate in the 3300 block HEIDEL STREET being VACANT LAND.
9. Lots 1, 6 "A", 7, 8, 9 and 10, Block 15, of Section 10, Block 3 North, Range 7 West, Map 249, Municipality of RICHMOND, in the District of New Westminster, situate on Seventh Avenue, STANBURN, containing a single storey frame net house and shed.
10. Lots 1, 2, 3, 4, 5, 6, 7, 8, and 14, of the West  $\frac{1}{2}$  of the North West  $\frac{1}{2}$  of Section 7 Township 7, Map 2694, Municipality of LANGLEY, in the District of New Westminster, being a FAIR PROPERTY of 44.75 acres, more or less, mostly uncultured, situate on Bradshaw and Hunter Roads, containing a partly demolished dwelling.

Tenders for the purchase of such interests in the above described properties as are vested in the Custodian will be received subject to the following terms and conditions.

1. Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.



2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
3. A certified cheque payable to the order of The Secretary of State as Custodian for ten per cent (10%) of the amount offered must accompany each tender. The deposit will be forfeited as liquidated damages if the tender is accepted and not completed by the purchaser immediately upon his being required to do so by the Custodian.
4. Each tender must be in a separate sealed envelope addressed to The Office of the Custodian, 906 Royal Bank Building, 675 West Hastings Street, Vancouver, B. C., and each envelope must be marked on the outside "Tender for Real Estate".
5. The balance of the purchase price shall be paid in cash.
6. All adjustments shall be made as of the date of conveyance.
7. The property is sold subject to existing leases and encumbrances, if any.
8. The property is offered for sale without any warranty whatsoever by the Custodian as to location or condition of buildings or improvements or the existence or non-existence of any encroachments.
9. The Custodian reserves the right to cancel any accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance or transfer.
10. Neither the highest nor any tender will necessarily be accepted.

Cheques in respect of unaccepted tenders will be returned in due course.

Tenders will be received by the undersigned up to Noon, Pacific Daylight Saving Time on the 16th day of December, 1944. Further particulars may be obtained during office hours any day up to noon on the 15th day of December, 1944, and arrangements made with the undersigned to inspect the said premises.

DATED at VANCOUVER, BRITISH COLUMBIA, this 22nd day of November, 1944.

THE CUSTODIAN  
906 Royal Bank Building,  
675 West Hastings Street,  
VANCOUVER, B. C.



Special Ad, November 22, 1944, Parcel "B"  
File Nos. 4962  
5981  
324 Nelson Road, Mission  
640/WN 10/17/1966

November 23, 1945

STEVE HYDEAR  
(purchaser)

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at August 8, 1945)

	DEBIT	CREDIT
Purchase Price	\$1,000.00	
Cheques received		\$1,000.00
Registration fees on deed - \$1,000.00	7.00	
Purchaser's proportion of 1945 taxes paid - 144/365 x \$3.31	9.32	
Balance owing by purchaser		16.32
	<u>\$1,016.32</u>	<u>\$1,016.32</u>

BALANCE OWING BY PURCHASER \$16.32



CANADA

PROVINCE OF BRITISH COLUMBIA

TO WIT:

In the matter of

Block B of the East Half of the North West Quarter

of Section 19 in Township 17, Group 1, District of  
New Westminster.

I, Juichi Tsuji presently residing at Nobleford in the Province of Alberta formerly residing at Mission, British Columbia, a person of Japanese race registered with the Royal Canadian Mounted Police under number 13345 solemnly declare

1. That I am the person named Shigeichi Tsuji in the Articles of Agreement dated the 24th of September 1937 and made between Emma Adeline Stallard as vendor and myself as purchaser.

2. That I signed the name "Shigeichi Tsuji" to the said Articles of Agreement for the following reasons:

(1) Shigeichi Tsuji is my name

(2) That in 1917, when I came to Canada my name was on my passport as Juichi Tsuji very probably because the Japanese characters used in writing "Shigeichi" may be read "Juichi". At that time I was only 10 years old so I did not trouble to change my name to Shigeichi although I have done all my business under the name of Shigeichi Tsuji until I had to register under the National Registration ruling when I did so under the name "Juichi Tsuji" as that name appeared on my passport and I registered my property with the Custodian of Enemy Property also under the name of Juichi Tsuji.

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

Declared before me at *Edmonton*

In the Province of *Alberta*

this *26<sup>th</sup>* day of *March* A.D. 1943.)

*Juichi Tsuji*

*John Vaselenak*  
A Notary Public in and for the Province of  
*Alberta*



**MEMORANDUM**

July 13th, 1949.

TO: Mr. B. Good

FROM: Mr. J. Cuming

Re: Case No. 798 - Shigeichi TSUIJI,  
and Mr. Virtue's letter of June  
22nd, 1949.

**MISCELLANEOUS CHATELS:**

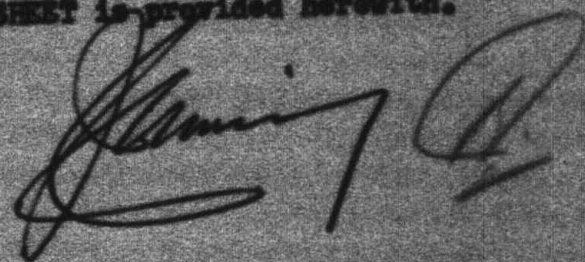
Mr. Virtue states the stove was purchased "New" in 1941.

Claimant states (Transcript Page 5, Lines 25-26) that the stove was purchased "second-hand".

This stove was listed on the "G" Sheets and Brief as having been "Left with Agent". However, "Agency" only applied during the tenure of the Claimant's own lease and after expiration of same and upon a new tenant being installed by the Custodian, "Agency" ceased to exist.

An inventory on file notes that the stove was recorded on May 4, 1943, and while the Personal Property Summary states that it was not sold due to its not being worth the price of removal, there is nothing on file to substantiate this remark.

The Stove at a claimed value of \$40.00 has this day been transferred to "R.N.M." and a new AWARD SHEET is provided herewith.



JC/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.

22nd June, 1949

PLEASE REFER TO FILE NO. 3212 - 171

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  
Juichi Shigeichi Tsuiji,  
Case No. 798,  
Custodian File No. 5581

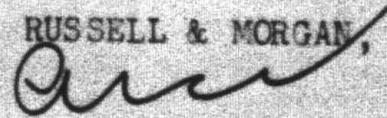
REAL ESTATE: We are obliged to accept the Real Estate  
settlement although this man certainly took a bad beating  
on the sale of his land.

MISCELLANEOUS CHATTELS: The claim was for a stove bought  
new in 1941. We think we are entitled to \$40.00 for it,  
particularly as we took such a beating on the land.

Yours truly,

VIRTUE, RUSSELL & MORGAN,

Per



V/L



XXXXXXXXXXXX 506 Royal Bank  
XXXXXXXXXXXX Building,

3212-174

14th July 1947.

A.G. Virdee, Esq.,  
McFarlane Building,  
Lethbridge, Alberta.

Dear Sir,

Case No. 738 - J. J. E. T. J. J.

I have your letter of the 2nd June and have perused the  
file herein.

In the claimant's evidence on page 5 of the transcript,  
lines 23 and 24, I note that he states that the stove was purchased second-  
hand and not new.

After due consideration of the file I am prepared to recommend  
that the \$40 item be transferred to "Recorded now missing" and have had a new  
Award Sheet prepared, copies of which I am forwarding to you herewith.

Yours very truly,



File No. 5581

**SUMMARY RELATIVE TO CLAIM OF  
Shigeichi TSUJI - Regn. No. 13345  
(Known also as Juichi TSUJI)**

12th May, 1948.

**REAL PROPERTY:**

Block "B" of E $\frac{1}{2}$  of NW $\frac{1}{4}$ , Sec. 19, Tp. 17, Map 1966, Municipality  
of Mission, D. N.W.

	<u>Assessed Value</u>	<u>S.S. Bd. Appraisal</u>	<u>V.L.A. Purchase</u>	<u>Claimant's Valuation</u>	
Land	\$160.00	\$125.70		\$800.00	5.01 acs.
Improvements	<u>100.00</u>	<u>225.00</u>		<u>500.00</u>	
	\$260.00	\$350.70	\$343.00	\$1300.00	
		Less sale price		<u>343.00</u>	
		Amount claimed		<u>\$ 957.00</u>	

Claimant values land at \$160.00 per acre.



CASE NO. 798.

IN THE MATTER OF THE "INQUIRIES ACT"  
PART I. REVISED STATUTES OF CANADA 1957, CHAPTER 98.

JAPANESE PROPERTY CLAIMS COMMISSION.

B E F O R E

(HIS HONOUR JUDGE R. M. EDMANSON, SUB-COMMISSIONER).

10

Lethbridge, Alberta,  
 October 15th, 1948.

IN THE MATTER OF THE CLAIM OF  
SHIGEMITSU TSUJI.

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



S. Tsuji,  
In Chief.

THE SECRETARY: Case No. 798, Shigeichi Tsuji.

SHIGEICHI TSUJI, the claimant herein,  
being first duly sworn, testified  
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Can you speak enough English to go on with? Not  
much? All right. Before you were evacuated you  
lived at Mission City, British Columbia?

A Yes.

10 Q How large a place was Mission City then, how  
many people?

A: I can't remember,

but quite a big place.

Q Quite a big place?

A: In the Fraser Valley.

Q In the Fraser Valley. How far from New Westminster?

A I think about -- it is forty-two miles from Vancouver;  
it must be about forty from New Westminster.

Q You had five acres of land there, had you?

A Yes.

Q And you bought it in September, 1937?

20 A Yes.

Q Do you remember what you paid for it when you  
bought it?

A: \$225.00.

Q It was all uncleared land, just bushland when you  
bought it, no buildings?

A: Yes.

Q Now, you cleared two and a half acres and you put  
two acres in strawberries?

A: Yes.

Q That cost you \$225.00?

A: Yes.

Q And then you put on a small house and a packing  
shed, which cost you \$750.00. Did you put on a

30 house that cost you \$600.00 and a packing shed



3  
S. Tuji,  
In Chief.

that cost you \$150.00, about?

MR. RICE: Let him tell what he put on, and let us have some real evidence.

A Yes, that is right.

MR. VIRTUE: Q: So the whole place cost you about \$1500.00?

A: Yes, that is my

estimate.

Q That is your estimate? A: Yes.

Q But you valued it at the time that you were evacuated at \$1300.00? A: Yes.

10

Q What do you think about that price, \$1300.00, at the time you were evacuated? Do you think it was high or low or a fair price? A: No, in my estimation it is a fair value.

Q Now, do you know that the Custodian sold that farm for \$343.00? A: Yes, I heard that.

Q What do you think about that price?

A Well, having bought the place and cleared it and built buildings on it and improved it generally, I think it is a very unfair amount.

20

Q Now, you are also claiming for a high oven stove?

A Yes.

Q Did you leave that stove behind when you were evacuated? A: Yes, I left it in the house.

Q And you claim that you paid \$40.00 for it in 1941? A: I think it was \$80.00.

Q You think \$80.00. Well, we will have to correct that. And you bought it in what year?

30



S. Tuaji,  
In Chief.

A In 1941.

Q And you valued it when you left it at \$40.00?

A Well, I put it down as \$10.00 depreciation,  
making it \$40.00.

Q Now, is this form that I have gone over with you  
a true statement of your property and of your loss?

A Yes, it is all true.

(SUMMARY MARKED EXHIBIT NO. 1).

10 MR. VIRTUE: I show you an agreement dated the 24th  
of September, 1937, from Emma Adeline Stallard in  
your favour covering this land for the price of  
\$225.00. Is that the person from whom you bought  
the land, and is that the agreement that was signed  
by her and you?

A: Yes, that is correct.

(AGREEMENT MARKED EXHIBIT NO. 2).

MR. VIRTUE: Q: Now, on the 20th of April, 1942, before  
you were evacuated, did you lease this land to a  
man named Paul Adank?

A: Yes.

Q For \$250.00?

A: Yes.

20 Q And is that your signature and his signature?

A Yes.

Q And in the lease you state that you were leaving  
the range in his care, the high oven range?

A Yes.

(LEASE MARKED EXHIBIT NO. 3).

MR. VIRTUE: All right, thank you.

MR. RICE: I am submitting, your honour, that the  
real estate was sold for its fair market value.

I am submitting that the stove claimed for  
was turned over to a person other than the Custodian



S. Touji,  
Cross Exam.

and the Custodian is not responsible for the same. And I am further submitting that if the Custodian is responsible in any manner for the stove, the claim made to the same is exorbitant.

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

(APPRAISAL REPORT MARKED EXHIBIT NO. 4).

MR. RICE: Two summaries respecting the real property.

(Summaries marked Exhibit No. 5).

10 MR. RICE: And a summary respecting the stove.

(SUMMARY MARKED EXHIBIT NO. 6).

MR. VIRTUE: That was a personal property summary, was it?

MR. RICE: Yes, that was for the stove.

CROSS EXAMINATION BY MR. RICE:

Q Do you know how much you paid for that stove?

A \$50.00.

20 Q Why was it you had to bungle up your claim here with just one item and say that you paid \$40.00 for it?

A: Well, that must have been a mistake. It still was practically new. The manager bought a new electric stove and he sold that to me at a very low price.

30 Q Oh, it was a secondhand stove when you bought it, was it?

A: Yes.

Q What manager was it?

A: It was Mr. Harry Beach, the manager of the United Farmers Jam Factory.

40 Q Have you given evidence here before in any of these



S. Tsuji,  
Cross Exam.

claims?

A: I have been here

twice before.

Q Twice before?

A: Yes.

Q Did you have another claim?  
father.

A: On behalf of my

Q What is your father's name?

A: Kamejire Tsuji.

Q Who is Tsuneichi Tsuji?

A: He was my older  
brother.

Q Did you have any property with your older  
brother that you claimed for?

10

A Yes, we had twenty acres between us.

Q That is another parcel of land entirely, is it?

A Yes, they are quite different.

MR. RICE: For the purpose of the record, your Honour,  
I point out that on August 31st, 1948, Mr. Turcotte's  
list No. T-42, there was a claim for \$550.00 for  
real estate.

Q Is that the claim that you and your brother had  
for real estate on the twenty acres, \$550.00?

20

A Yes, I think it must be. I am not quite certain,  
but my brother went East and left the matter to me.

THE SUB-COMMISSIONER: It was heard on the 31st of  
August?

MR. RICE: That is my record, on the 31st of August.

Q Can you explain why this land would only be assessed  
at \$220.00 when you value it five times that amount?

A The land was all bush when I bought it and, of  
course, I had to clear it, which incurred quite a  
big expense, and any land that has had bush on it  
has usually a very good soil and, therefore, I

30



7  
S. Tsuji,  
Crown Exam.

consider that it is not an over-estimate at all.

Q And you are considering that the assessor was  
away wrong in the assessment that he made on  
the property?

MR. VIRTUE: That is not a correct question. There  
is no evidence that the land was assessed at its  
full value or any other value, and there will be  
a great deal of expert evidence later on that the  
assessments were not at the full value.

10 MR. RICE: Q: My information is that the assessment  
was put at \$260.00 on this property; do you think  
because it was cleared that it is worth today  
five times that amount?

MR. VIRTUE: If my learned friend wants to make an  
expert on assessment of this witness, it is quite  
all right.

MR. RICE: If it bothers my learned friend to have  
him answer the question, all right.

20 THE SUB-COMMISSIONER: His answer could very well be,  
"I do not agree with it."

MR. RICE: He won't answer it?

MR. VIRTUE: I would certainly hope he wouldn't. And  
although I have been connected with them, I  
wouldn't attempt to explain the assessment policies  
of the City of Lethbridge, although I disagree  
with them very severely, as a matter of fact.

THE SUB-COMMISSIONER: Did you say Lethbridge or Edmonton?

MR. VIRTUE: Lethbridge.

MR. RICE: That is all.

30 MR. VIRTUE: I want to call attention to the farm



8  
S. Touji,  
Discussion.

appraisal report. The nearest railpoint, "C.P.R. Mission 2 1/2 miles." The market town at Mission, two and a half miles. Churches and schools, two and a half miles. "Roads: Fair gravel road open year round. Steep hill where it enters Silverdale road." "Soil on this five acres is excellent;" then he goes over to the land which he values at \$50.00 an acre, the level land; and the fairly level land he only valued at \$20.00 an acre.

10

And over on the back page -- perhaps, before that. Valuing this land at \$50.00 and \$20.00 an acre, yet he gives the reclamation cost of \$125.00 an acre. On the back page he gives the cost of buildings, or at least, no cost of, but with regard to the present value of the buildings he gives it as \$360.00, and this is the property bought just a few months before evacuation for \$225.00, cleared, planted, and with buildings which the appraiser says were worth \$360.00, and it sells for \$343.00.


20

MR. RICE: And assessed at \$260.00.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

  
"S.R. HOWARD" Official Reporter.

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

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SUB-COMMISSIONER.

30



Defence Brief

Shigeichi TSUJI

File No. 5581

Case No. 798-9

LETHBRIDGE  
15 Oct. 48  
V.L.A.

REAL PROPERTY CLAIM

1. Real Property Claim

\$1300.00

Appraised at

\$350.70

Sold for

\$343.00

Witness: ☒ R. L. Ramsay, Appraiser.

PERSONAL PROPERTY CLAIM

2. Chattel Claim

\$40.00

- (a) Goods valued by claimant at \$40.00 left under the custody, control or management of someone other than the Custodian, appointed by the owner of the property.  
Trans. & line 16 et seq. Leased property to P. Adank before evacuation, and left range in his care.

Yes. But lost leased property after expiration of claimant's lease, therefore no Agency exists.

Submission:

Real estate sold for fair market value. must now be placed  
That the stove claimed for was turned over to a person under RNM.  
other than the Custodian and the Custodian is not responsible for the same; and further, if the Custodian is responsible in any manner for the stove, the claim made is exorbitant.

13/7/49  
*[Signature]*

RNM/MW



Name of Claimant TSULJI, Jaichi Shigeichi

Case 738

Custodian File 5981

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		
					345.	209.33			209.33	
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 CHATELS										
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			
			40%	40.00	19.40		19.40			
TOTAL RECOMMENDATION										227.53



5581 & 4962.

December 8th, 1950.

Messrs. Shigeichi & Tsuneichi TSUJI,  
P. O. Box 501,  
Taber, Alberta.

SI

636

\$187.50.

\$171.15

\$ 16.35

FUS/ja  
1 encl.