

5992

Maple Ridge
CLAYBURN

FILE NO. 5992

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: ARIZA, MiyozoHOME ADDRESS: 10th Ave., R.R. No. 1. Haney, BCREGISTRATION NUMBER 13952 SEX: Male AGE: 34OCCUPATION: 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: MyselfMARRIED? YesNAME OF WIFE OR HUSBAND: NobukoADDRESS OF WIFE OR HUSBAND: 10th Ave., R.R. No. 1. Haney, BCNAMES OF ANY LIVING CHILDREN: Miyoko (F)ADDRESS OF CHILDREN: 10th Ave., R.R. No. 1. Haney, BCAGE OF CHILDREN: 2 years

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

1. LOCATION AND DESCRIPTION: S¹/₂ 1-2-3 W¹/₂ 20 roll #2286 10th East HaneyS¹/₂ 40 W¹/₂ 20, township 12, Roll #2324 W¹/₂ of Maple Ridge,2. BUILDINGS AND OTHER IMPROVEMENTS: Three-room dwelling house,
woodshed, garage3. INSURANCE (Give particulars; state where policies are) None4. TAXES (Amount and where payable) \$16.42 payable at Maple Ridge.5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) \$300 owing
on the land to Mr. M. Tomita, R.R. No. 1. Haney, BC6. OCCUPANCY AND LEASES (If vacant so state) Myself

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Mr. M. Tomita, R.R. No.1. Haney, BC

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN strawberries, raspberries, fruit trees,
crop for 1942 sold to Mr. J.J. Mulhall.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1

2. LANDLORD'S NAME AND ADDRESS: Myself

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: See clause 9

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Household furniture, kitchen ware, carpenter tools, garden tools,
kitchen range, 2 small heaters, in the House at 10th Ave., Haney, BC
Key will be left in care of Mr. J.J. Mulhall who will have the use
of the buildings while the crop is being taken off, after which time
the key will be given to the BC Security Commission. Custodian

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) 525
for land sold to E. Ariza
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
Two \$5 War Savings Certificates in my possession
8. BANK ACCOUNTS: None
9. LIFE INSURANCE: \$1000 Sun Life Ins. Co. 25-year endowment.
Beneficiary my wife. Policy lost have sent an application for another.
10. INTEREST IN ANY ESTATES OR TRUSTS: None
11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None
2. TRADE DEBTS: None

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 24th day of April 1942.

(Signature)

M. Ariza

J. T. Williams
Witness

FOR DEPARTMENTAL USE

✓
INFORMATION FROM R.C.M.P.

Date 29/1/43

✓
Full Name ARIZA, Miyozo
(Surname in Block Letters)

Registration No. 13952

✓
Male - Female
(check)

Age Oct 19, 1907

Former Address R.R. 1, Haney, B.C.

Date Evacuated June 2/42 Naturalized - Canadian-Born - National
(check)

Present Address C/O H.D. Carrice, St Pierre, Manitoba
316 Kingsford Avenue North Kildonan
Manitoba

✓
Married - Single
(check)

Name of Wife Nobuko YAMADA 1402

Name of Husband

Name of Mother Kana (Japan) Name of Father Chitaro - Japan

Names of Children under 16 Miyoko 5/11/40
Mitsuo 6/11/42

Our File No. 5992

Registered with Custodian Yes
(yes or no)

Requested By F. McCallum

Additional Information Harmon - 10 acres house truck

REAL PROPERTY SUMMARY

File 5992

V.L.A. B.C. 8-P

JAPANESE NAME: Miyozo ARIZA - - Reg. No. 13952

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

PROPERTY ADDRESS: Rear of No. 191 - 10th Ave., Haney, B. C.

LEGAL DESCRIPTION: S. $\frac{1}{2}$ of Lots 1, 2, 3 and 40 of the W. $\frac{1}{2}$ of Sec. 20, Twp. 12, Map 1161, Municipality of Maple Ridge, D.N.W.

TITLE: In name of Michio Tomita.

ENCUMBRANCE: Vesting in Custodian No. 25379, 26th January 1943.

UNREGISTERED ENCUMBRANCE: An Agreement for sale dated 30th September 1940, Michio Tomita to Miyozo ARIZA for \$525.00, on terms of \$25.00 cash, \$200.00 on 30th September 1941 and \$150.00 on each of 30th September 1942 and 1943. Agreement not completed by Ariza's signature. On May 1st, 1942, the balance unpaid was \$300.00 with 6% interest. Land sold by Custodian for net amount of \$269.33. *from 294*

ASSESSED VALUE: 1942
Land \$425.00
Improvements \$420.00 total \$845.00 taxes \$18.05.

CLASSIFICATION: Berry and fruit farm with dwelling. Custodian's inspector on June 20th, 1942 reported $\frac{1}{2}$ acre raspberries, 1 acre in strawberries in poor condition and 14 seedling fruit trees. On the farm was a 1 storey frame house 25 x 25 fairly good, of 3 rooms, a woodshed and packing house combined, a garage and a well. A considerable acreage is too low for cultivation and subject to river floods.

HISTORY OF ADMINISTRATION: The owner leased the farm to J.J. Mulhall for \$40.00 for the crop season of 1942 and the house for July for \$5.00. These rents were paid to the owner.

On 16th December 1942 the Custodian gave a lease of this land (in conjunction with other lands - file 2852) for the year 1943 to W.C. Molloy at a rental of \$75.00. Lease assigned to The Director, The Veterans' Land Act.

SOLD: To The Director, The Veterans' Land Act with other lands for \$994.00, of which this parcel represents a sale at \$294.00, as at 1st January 1943. Approval of Advisory Committee 1st June 1943.

FUNDS: Released to the credit of Miyozo Ariza - sale price \$294.00, less taxes \$20.67, Certificate of Encumbrance \$1.00 and registration fee \$3.00, total debit \$24.67. Net amount released \$269.33.

TITLE: Included in C. of T. 171891-E and payment to Custodian made by cheque dated 28th April 1944.

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

DATED November 8th, 1945.

J. H. H. H. H. H.

This Indenture,

Made in triplicate this 31st month day of December, A.D. 1943.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between: **THE SECRETARY OF STATE FOR CANADA,**
acting in his capacity as Custodian under and by
virtue of Order-in-Council P.C. 1665, and Amend-
ments thereto. Hereinafter referred to as the
LESSOR OF THE FIRST PART.

And: **WILDER GARRON MOLLOY, (Farmer),**
Manzy, British Columbia. Hereinafter referred to as the
LESSEE OF THE SECOND PART.

Witnesseth, that in consideration of the rents reserved under the covenants and agreements here-
inafter contained the Lessor doth demise and lease unto the Lessee, All and Singular that certain
parcel or tract of land and premises, situate, lying and being in the **New Westminster**

District, in the Province of British Columbia, more particularly described as
**The South halves (S¹/₂'s) of Lots One (1), Two (2), Three (3) and Forty
(40), of the West half (W¹/₂) of Section Twenty (20), Township Twelve
(12), Map No. 1161, AND Lots Forty-one (41) and Forty-two (42) of the
West half (W¹/₂) of Section Twenty (20), Township Twelve (12), Map No.
1161, District of New Westminster.**

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be
erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and
appurtenances whatsoever to the said premises belonging or otherwise appertaining, saving and
excepting ~~thereon~~ **sufficient space to be reserved for the sole and exclusive**
use of the Lessor in storing certain chattels and effects now on the premises;

and reserved to the Lessor, and reserving also to the Lessor and to tenants of the Lessor occupying
adjoining lands from time to time, their respective families and servants, and all other persons
with the Lessor's or their permission, going to or from the said adjoining lands, free and uninter-
rupted right at all times hereafter and for all purposes to go, return, pass and repass with or with-
out horses, cattle, and vehicles from and to any highway by crossing through and over the demised
premises; and Doth Further Let on Hire the following chattels, namely:—

from the First day of January, A.D. 1943, (or from
the date hereof) for the term of One years thence ensuing and fully to
be determined on the Thirty-first day of December, A.D. 1943.

Yielding during the said term therefor the clear (annual) rent of \$ 75.00 -----
----- Seventy-five ----- Dollars,
of lawful money of Canada, payable to the Lessor at the Office of the Custodian, Vancouver, British
Columbia, on the following days and times, that is to say:—
the first payment to be made on ~~the~~ **execution of this agreement**
in the sum of \$20.00; a further sum of \$20.00 on July 15th, 1943, and \$25.00
on August 15th, 1943.

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MICHIO
TOMIHA
30.
M-4030
ART 3A
L-100

2. That the said Lessee covenants with the said Lessor to pay rent, and to pay taxes, and to pay rates and charges for water, electric light, gas and telephone, AND TO repair, and to keep up fences, and not to cut down timber; and to insure against fire in the joint names of the said Lessor and the said Lessee, show receipts and to rebuild in case of fire; AND that the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice, and that the said right of entry and to view the state of repair shall extend to every person to whom may be delegated any power or duty conferred or imposed on the Custodian and to every person authorized by the Director of Soldier Settlement of Canada to act as an Inspector. AND will not assign without leave; and will not sublet without leave; and that he will leave premises in good repair excepting only reasonable wear and tear and damage by tempest; AND that he will not carry on any business on the premises that shall be deemed a nuisance.

The foregoing words of this clause found in Column One (1) of the Short Form of Leases Act shall be construed according to the extended form in Schedule Two (2) of that Act.

3. The Lessee Further Covenants and Agrees with the Lessor:—

(a) To manage, cultivate and manure the portions of the premises now or hereafter brought under cultivation in a good and husbandmanlike manner and in accordance with the most approved method of husbandry used in the district, and to use the said cultivated lands for the purpose of producing the type of crops heretofore produced thereon, and to keep all arable lands clean and free from weeds, and to protect, preserve, prune and manage all orchard, fruit, shade and ornamental trees on the premises.

(b) To spread on the land in a husbandmanlike manner all manure produced on the said premises and not to remove from the lands any manure on the expiration of the term.

(c) During the continuance of the term at his own expense to keep the said chattels in good and substantial repair and condition and to keep the owner indemnified against all loss of, from and against the said chattels from whatever cause it may arise, save only reasonable wear and tear.

(d) Upon the expiration of the term either by effluxion of time or by the Lessor under the right reserved to that effect to deliver to the Lessor peaceably and at the Lessee's risk and expense the said chattels at the said premises.

~~(e) To keep the hired chattels insured in the name of the Lessor throughout the term against loss or damage by fire to the full insurable value thereof with some reputable insurance company.~~

(f) To observe fully and at all times the right of way reserved to the Lessor and to tenants of the Lessor occupying the adjoining lands for the time being, their respective families and servants, and all other persons with the Lessor's or their permission going to or from the said adjoining lands.

(g) To put all plumbing works, sanitary arrangements and drains in condition to comply with the requirements of the Municipal Health Officer and of the Board of Health of the Municipality and to comply forthwith with all notices and requests of the Municipal Health Officer or of the Board of Health of the Municipality.

4. Provided Always and it is expressly agreed that if the rent hereby reserved, or any part thereof, shall be unpaid for fifteen (15) days after any of the dates after which the same ought to have been paid although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said Lessee, his heirs, executors, administrators and assigns, or if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or in the event of the Lessee failing to keep possession of any of the said chattels, then in any of such events the then current year's rent shall immediately become due and payable, and it shall also be lawful for the said Lessor, his successors in office or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy as of his or their former estate, anything herein contained to the contrary notwithstanding.

5. Provided Further that if at any time during the term the hostilities in which His Majesty is presently engaged shall have ceased the Lessor may terminate this lease by giving the Lessee one (1) month's notice in writing to vacate the premises, and such notice having been given this lease shall terminate at the end of the said month notwithstanding that it may not be at the end of the current year of the tenancy, and such notice shall have been deemed to have been received by the Lessee on the date on which it shall have been deposited in the Post Office at Vancouver, British Columbia, and mailed and addressed to the Lessee at

British Columbia; Such notice may also be served upon the Lessee personally or by posting it on any part of the said premises if vacant, or by serving it upon any grown up person on the said premises if occupied and if the Lease shall terminate as herein provided on any day other than the

(H) Apart from the hired chattels, to warehouse and store upon the demised premises those chattels and effects of the Lessor now upon the demised premises, hereinafter called the stored chattels, by placing the said stored chattels in a place reasonably safe and to use reasonable care for the protection thereof.

(I) From time to time to deliver up to the Lessor the stored chattels or such portions thereof as the Lessor may demand and to re-deliver to the Lessor the hired chattels in the event of the Lessor so demanding by reason of judgment obtained against the Lessee, or breach of any term of this Lease, or by reason of the Lessor considering his right to the hired chattels to be endangered by their continuing in the possession of the Lessee, of which the Lessor shall be the sole judge.

(J) At the request of the Lessor from time to time to deliver to the Lessor an order on any third person to whom the Lessee may have marketed or delivered any of the crop from the demised premises and in such form as the Lessor may request directing such third person to pay to the Lessor from the proceeds of any crop or of any monies payable to the Lessee a sum equivalent to the rental for the current year.

W. Shears
Signature of the Lessor.

H. C. Moller
Signature of the Lessee.

last day of the year of the tenancy the rent for the year in which the lease terminates as aforesaid shall be apportioned by charging the Lessee a reasonable rent having regard to the stipulated rent, and the opportunity of the tenant to have obtained or to obtain the crops in that year, reserving to the Lessee the right to re-enter upon the demised premises to cultivate and harvest crops maturing in the year of the tenancy in which the termination occurs unless the incoming occupant shall pay to the Lessee a fair value for the crops maturing at the time of the termination, which value shall be determined by a person appointed by the Lessor or by an authorized Deputy of the Lessor in his capacity of Custodian from those persons to whom may be delegated any power or duty conferred or imposed on the Custodian.

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

The covenants of the Lessee and the reservations herein contained shall enure to the Lessor, his successors in office and assigns, and shall be binding upon the Lessee, his heirs, executors, administrators and assigns.

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

Signed by the said Lessor by his
authorized deputy, in the
presence of:—

H. K. Wadkins

F. G. Shears

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

Signed by the said Lessee
in the presence of:—

John K. Link

W. C. Hrolley

Approved by the Director of Soldier
Settlement of Canada. as to land.
By his authorized representative

[Signature]
District Superintendent.

paid copy 2/4/45 *5992-2113-2652*

This Agreement,

made in triplicate this thirtieth (30th)
day of September in the year of Our Lord one thousand nine hundred and forty

BETWEEN

MICHIO TOMITA, Farmer - 191 - 10th Avenue, Haney, B.C.

Name,
Address, and
Occupation
of Parties

hereinafter called the "Vendor" of the one part
AND

MIYOZO ARIZA - Farmer, - 10th Avenue, R.R. No. 1, Haney, B.C.

hereinafter called the "Purchaser" of the other part.

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

The South halves of Lots 1, 2, 3 and 40 of the West half of
Section 20, Township 12, Map 1161, Municipality of Maple Ridge,
in the District of New Westminster, Province of British Columbia.

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

(\$200.00) Two hundred dollars on September 30th, 1941.

(\$150.00) One hundred and fifty dollars on September 30th, 1942.

(\$150.00) One hundred and fifty dollars on September 30th, 1943.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate
of *six* per cent. per annum, payable yearly on the 30th day of
September in each year.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOETH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed. THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, hereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith. IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOETH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor. AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof. THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided. AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Mlyozo Ariza 10th Avenue R.R. #1, Haney, B.C.

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

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

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

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

SIGNED, SEALED AND DELIVERED

in the Presence of:
Signature of Witness S. Koga
Street Address Sanford
City Man.
Occupation _____

Michio, Tomito

FOR ATTORNEY

I **Hereby Certify** that, on the _____ day of _____, 194____, at _____, in the Province of British Columbia, (whose identity _____, who is) _____ has been proved by the evidence on oath of _____ personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of _____ to the annexed instrument as the maker thereof, that the said _____ is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said _____ knows the contents of said instrument, and subscribed the name of the said _____ thereto voluntarily as the free act and deed of the said _____ under authority of a power of attorney which has not been revoked.

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

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.

DECLARATION BY ATTORNEY

I, _____ of the _____, in the Province of British Columbia,

DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
2. At the time of the execution of the within instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at _____
in the Province of _____
this _____ day of _____ A.D. 194_____

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

Acknowledgment of Officer of a Corporation

I **Hereby Certify** that, on the _____ day of _____, 194____, at _____, in the Province of British Columbia, (whose identity has been proved by the evidence on _____, who is) personally known to me, _____, and that he is the person _____ of the said _____ and affixed the seal of the _____

oath of _____
appeared before me and acknowledged to me that he is the _____
who subscribed his name to the annexed instrument as _____

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to 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 _____ in the Province of British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and forty _____

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.

Extract from Lease.

Lease No. 230.

Files Nos. 2763 & 5992.

Lessor: The Secretary of State. (Wiyoso & Enji ARIZA)

Lessee: Laurence HYNNE.

Date: 24th February, 1943.

Term: 10 months from 1st March, 1943 to 31st December, 1943.

Consideration: \$150.00 - payable \$15.00 monthly commencing 1st March, 1943.
No Taxes.

Property:

Land: N. $\frac{1}{2}$ of N.E. $\frac{1}{4}$ of Section 3, Tp. 12, save & except part 21.37 acres (more or less) as outlined red on Sketch 6502, C. of T. 107725 E. (17th Avenue & 6th Rd., Albion) Municipality of Maple Ridge.

Buildings: Included. Space reserved for storing chattels.

Chattels: Not included.

Lease handed S.E.B. 5/8/43.

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. 5892

MUNICIPALITY: Maple Ridge.

Date: June 10, 1942.

NAME: ARIZA, Miyozo

REGISTRATION NO. 13952.

ADDRESS: Behind 191-10 th. Ave., Haney, B.C.

PROPERTY: Adjoining properties.

ACREAGE: #1-6.76 #2-2.49 Total 9.25 acres.

KIND OF CROPS:

Raspberries, Strawberries, Fruit Trees.
Seedlings.
approx. 14.

APPROXIMATE ACREAGE OF EACH: $\frac{1}{2}$.

1. (poor).

HOUSE: 1 Storey.

VACANT:

OCCUPIED Yes. Lessee.

DESCRIPTION: Wooden frame, inside lined
with building paper.

ROOF: Shingle.

SIZE: 25 x 25.

NO. OF ROOMS 3.

CONDITION: Fairly good.

OTHER BUILDINGS: Woodshed & Packing House combined, Garage.

NAME OF LESSEE OR RENTOR: J.J. Mulhall, Haney, B.C.

TERMS: \$40.00 cash for crop. Paid. Also pays \$5.00 per month rent, copy
of agreement already sent in to Custodian's office.

WATER: Well.

ON:

OFF:

LIGHT: None.

ON:

OFF:

REMARKS: Mr. Mulhall will be responsible for chattels, and will write
the Custodian to that affect.

INVENTORY OF CHATTELS LEFT ON PROPERTY

Under house.

8' long Cross-Cut Saw.

Peevie.

Quantity of garden tools.

Iron block pulley.

Stored in house.

Kitchen cabinet with drawers.

Kitchen Range.

3 Kitchen chairs.

Baby's high chair.

2 Beds complete.

Roll of linoleum.

2 Heaters.

Baby's crib.

Round Dining table.

Quantity of dishes.

Gasoline Lantern.

Signed:

J. Morphy
H. J. Logan

27651
File No. 5992 & 2852

Eugene Ariza Miyozo Ariza
NATURE OF ENCUMBRANCE Agreement for Sale or (unregistered)

Name of Owner of Property ARIZA, Miyozo Reg. No. 13952

Address 10th Ave., R.R. #1, Haney, B.C.

Occupation Farmer Age 34

Registered Owner of Property Michio Tomita C.T.No.

Property:

Property Address Mun. Maple Ridge

Legal Description S. 1/2 of Lots 1, 2, 3 and 40 of the W. 1/2 of Sec. 20, Twp. 12, Map. 1161, Mun. of Maple Ridge, N.W.D. L.R.O.

Nature of interest Owner under agreement for sale

Particulars of Encumbrance:

Date 30th September, 1940

Parties to document:

Name Michio Tomita

Address 191 - 10th Ave., Haney, B.C. now c/o Jens Miller, Sanford, Man.

Name Miyozo Ariza "Purchaser"

Address 10th Ave., R.R. #1, Haney, B.C. now c/o A.A. Carriere, St. Pierre, Man.

Principal Amount \$525.00

Terms of Payment \$25.00 cash balance \$200.00 30th Sept. 1941. \$150.00 30th Sept. 1942. \$150.00 30th Sept. 1943. Rate of Interest 6%.

Arrears, if any: Principal Interest

Balance owing as at this date \$300.00

Standing of Taxes: Arrears Current

Insurance:

(1) Agent Company

Policy No. Amt. Prem Exp. Date

(2) Agent Company

Policy No. Amt. Prem Exp. Date

Nature, particulars and whereabouts of unregistered documents, if any:

Dated at *Winnipeg, Man.* this *first* day of *May* A.D. 1943.

CERTIFIED CORRECT:

M. Tomita
(Signature)

Farm Appraisal Report

File No. JL-152

Land Description S $\frac{1}{2}$ of Lots 1, 2, 3 & 40, & Lots 41 & 42 of W $\frac{1}{2}$ Sec. 20, Map 1161.
Containing 18.22 AcresOwner's Name Michio TOMITA Post Office Address Haney, B.C.
Nearest Rail Point Haney, B.C. Distance 1 $\frac{1}{2}$ miles
Market Town New Westminster - also local facilities - Distance 24 "
Church (give denomination) Haney, all denominations. Distance 1 $\frac{1}{2}$ "
Nearest School Haney Distance 1 $\frac{1}{2}$ "State how property was identified: Map location and corner postsRoads: State whether property has access to main road, the kind of road and its condition.
Has direct access to 10th Avenue and Road 25. Gravel roads.Is this district a good one? Fairly good - co-operative marketing.Employment opportunity Fair - 2 sawmills, brick yard, and peat plant, immediate vicinity.Predominating Nationality and religion: Immediate vicinity-JapaneseDescribe Fencing and its condition: No fencing Value \$Water supply: Supply from 2 shallow wells. Value \$
Electricity - power available - light in House No. 1; Not in House No. 2.

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE (1)	27 x 27	Frame	1 st.	Shgl.	20	Wood	Poor	50.00
House (2)	24 x 28	"	1	"	8	"	Fair	250.00 ✓
Shed	30 x 33	Post & shk.	1	"	10	"	Poor	40.00 ✓
Shed	18 x 22	Fr. & shke.	1	"	20	"	"	20.00
Shed	18 x 21	"	1	"	20	"	"	20.00
Garage	12 x 16	Frame	1	"	5	"	Fair	30.00 ✓
GRANARY	x							
	x							
	x							
	x							
	x							

EXHIBIT No. 925-3DATE Sept. 20, 1948FILED BY BlairmontTotal present day value \$ 410.00\$ 350.00

Total Value Buildings add to farm:

Is dwelling habitable without repairs? House No. 1-No.
#2-Yes. If not what is your approximate estimate of cost to make it
habitable? All buildings poor in type and construction.Describe the basement and chimneys: No basement - stove pipe chimneysNo. rooms downstairs? (1)-3 Upstairs? nil How finished WoodAre buildings painted? No. Condition of paint -Distance from nearest bush Bath Houses adjacent to bush.Note: Particular care must be taken when examining and reporting on foundations, sills and roofs.

Page 2

Cultivated Land				BC/4-p	VALUE PER ACRE	TOTAL
LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP			
6.85 Level	Sandy to gravelly loam-10-15"	Gravelly	Mixed small fruit	80.00		548.00
Area which can be cultivated without cost other than for breaking.						
LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL			VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	
7.39 Level	Sdy. to gravelly lm.10-15"	Gravelly	Clearing and stumping	175.00 to 200.00	15.00	110.55
Area Unsuitable for Cultivation.						
CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE		
4. River, creeks & sloughs			Heavy bush	1.00		4.00

Total value of Land \$ 662.55

Total added by buildings to value of farm \$ 350.00

Total fruit trees add to value of farm (for use in orchard districts only) \$ -

Total value of farm \$ 1012.55

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied: Property now being operated by J.J. Mulhall by arrangement with Official Custodian. Land in poor state of cultivation and indications are that a low state of fertility exists.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any. Small fruit raising only practical purpose of this holding.

Noxious weeds:

No serious weed condition.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:

Maple Ridge Municipality Assessment.

Assessed- Land - \$1075.00 Taxes(1942)-\$44.29
Imp. - \$ 870.00

Date: May 27th, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 26th day of May 1942.

Inspector's Signature

"D. DODDING"

Note: (Use Form 43 (Sheet 2) in connection with this form.)

Farm Appraisal Report

Remarks:

This property is not a very desirable holding in its present state and it has further drawbacks in that it is out by river, creek and sloughs. There is also outcroppings of gravel in several places near the centre, and in places large stones protrude through the top soil, indicating an underlying gravel bar. On the eastern part of the cleared land growth tends to indicate a low state of fertility.

The buildings are of poor type and of poor construction. This property is such that unless intensively cultivated will rapidly revert to the wild state.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

Nil

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

Nil

ORCHARDS, SMALL FRUITS, ETC.

(Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

Present Value

Strawberries - poor	-	2.25 acs.	\$
Raspberries - Very bad	-	.74 "	\$
" - Fair	-	.90 "	\$
Fallow	-	2.96 "	\$
		6.85	\$

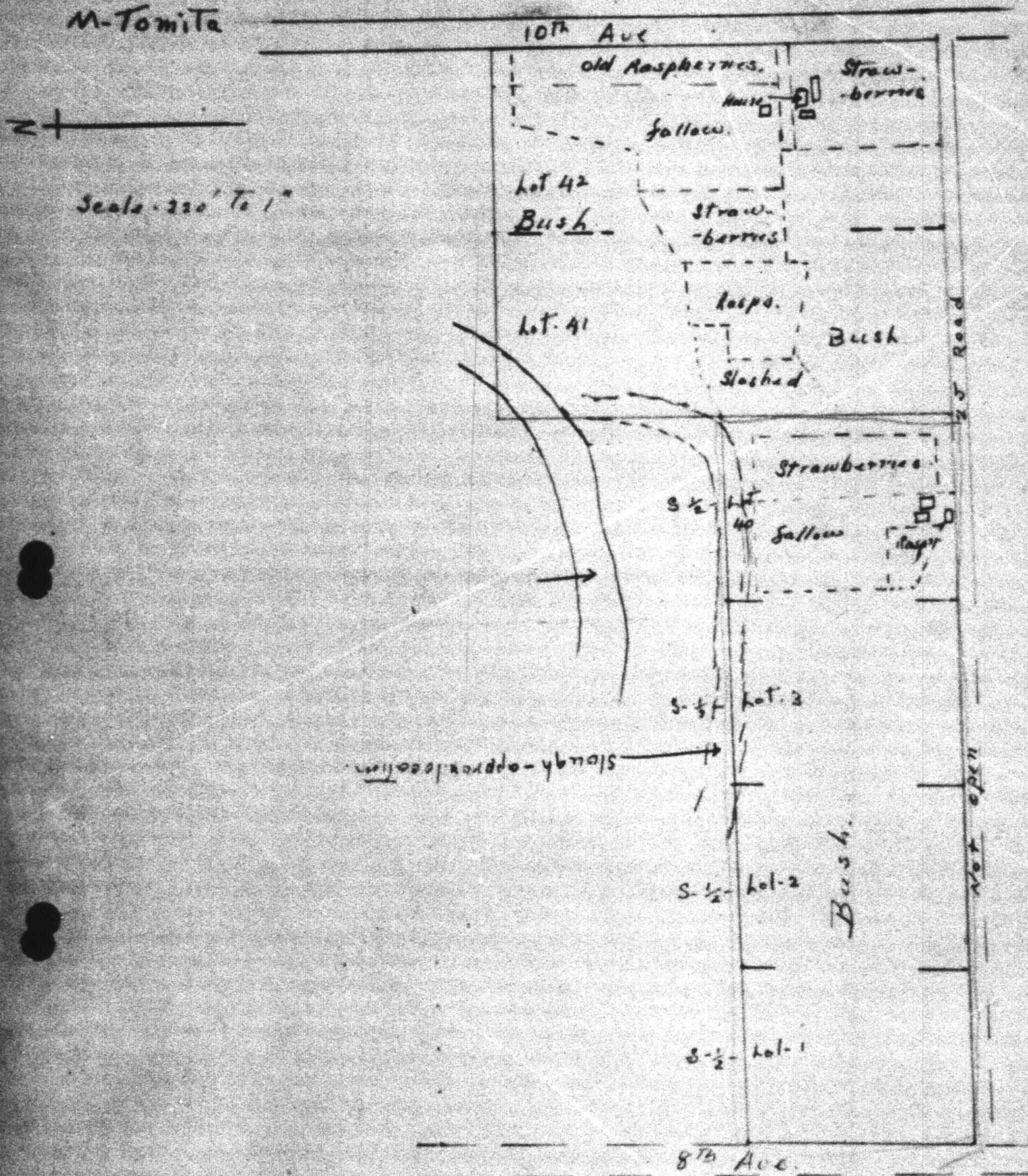
Total \$

Amount fruit trees add to value of farm \$

Diagram of Property

3 1/2 of lots 1, 2, 3 & 40, and lots 41 & 42
of W 1/2 of Sec 20, Tp 12, Map-1161

M. Tomita



Following careful review of this appraisal report, it is my opinion that the present

value is \$ 750.00

Date 30th May 19 42.

"I.T. BARNET"

District Superintendent.

August 25, 1942.

5992

INVENTORY OF CHATTELS LEFT ON PROPERTY
OF

ARIZA, Enji #13824, & ARIZA, Miyozo #13952
2963 6th. Rd., Whonnock, B.C.

- | | |
|--|---|
| <p>In house (downstairs)</p> <ul style="list-style-type: none"> ✓ Table, with drawers. (homemade) ✓ Linoleum rug. ✓ Sm. mirror. ✓ Heater. ✓ 4 Kitch. chairs. (1 with no back) ✓ 2 Lanterns. ✓ 5 Sm. cereal bowls. (glass) ✓ Lamp & extra chimney. ✓ 2 Benches. ✓ Shrine. ✓ 3 Jap. paintings in frames. ✓ Sm. box. (cont. misc. articles tied up) ✓ Telephone. ✓ Sm. kitch. table. (homemade) ✓ Sm. vase. ✓ Sm. table, with drawers. (homemade) ✓ Hanging lamp. ✓ Linoleum rug. (poor) ✓ Kitchen range. ✓ Bucket, rope, & pulley. ✓ 4 very sm. liquor glasses. ✓ Glass bowl & dish. ✓ Sm. upright bookcase. (homemade) ✓ Milk pitcher. (glass) ✓ Sm. crockery bowl, with handle. ✓ Roast pan. ✓ Wicker flower basket. ✓ Sm. jewelry box. ✓ Bed complete. (mattress good) ✓ Ctn. (cont. old clothes). <p>In house (upstairs)</p> <ul style="list-style-type: none"> ✓ 2 Beds complete with mattresses. (double) ✓ 2 " " " (single) ✓ Platform scale. ✓ 3-1gal. glass jars. ✓ Sm. table. (homemade) ✓ 2 Lamps. ✓ 2 Brooms. ✓ Sm. quantity mixed lumber. ✓ 4 Hats. (wrapped up) ✓ Box. (cont. 2 hay hooks, scale weights & misc.) ✓ 4 Files. (sm) | <p>In woodshed.</p> <ul style="list-style-type: none"> ✓ 4 Cords stove wood. ✓ 2 " wood, mixed sizes. (outside) ✓ Lge. barrel. ✓ 1 1/2 Cords mixed wood. ✓ 3 Buckets. ✓ Box. (cont. misc. pipe etc.) ✓ Car wheel. (old) ✓ Egg crate. (in rafters) ✓ 20 Berry trays. ✓ Iron display stand. ("General") ✓ Wash tub. <p>Between buildings.</p> <ul style="list-style-type: none"> 100 Railway ties. 3000' mixed lumber. |
|--|---|

Signed J. Morrison
R. M. Anderson

August 25, 1942.

INVENTORY OF CHATTELS LEFT ON PROPERTY
OFARIZA, Enji #13824, & ARIZA, Miyozo #13952
2963 6th. Rd., Whonnock, B.C.

Stored in shed.(locked)

no cushion	Suitcase.(cont. photos, cushions, & 2 Magic bottles.	✓	5 Sewer pipes.(tile)
N.G.	Sml. suitcase.	✓	Anvil.
no	Sml. wicker stand.	no	Axe handle.(new)
no	Copper wash boiler.	no	Sml. sheet plate glass.
N.G.	3 Empty shallow boxes.	no	10 Sacks.
✓	4 Window blinds.	no	Car jack.
✓	Hand saw.	✓	Digging auger.
no	Sml. pruning saw.	✓	3 Hay forks.
no	8 Curtain rods.	✓	2 Potato forks.
✓	7 Window screens.	2	4 Crow bars & 1sml. steel bar.
no	Heater.	✓	4 Mattocks.
left	Warming oven of kitchen range.	✓	Broad axe.(lge. blade)
✓	lge. oil can.	✓	2 Bent shovels.
✓	2 lge. Augers.	✓	2 Logging chains.
✓	Bicycle carrier.	✓	3 Wedges.
no	Hanging scale.	made	1 Scythe.
✓	6 Sml. scythes.	✓	Spare tire frame holder.
✓	9 Cross cut saws.	no	4' length of steel, 4" wide 1"thick
✓	4 Jap. tubs.	✓	6 Hoes.
✓	4 Steel blocks.	✓	1 Froe.
no	2 Wooden "	✓	1 Pick.
no	Pickaroon.	✓	1 Sprinkling can.
no	Rim wrench with 4 sockets.	✓	5gal. Stone crock.(cont. rice)
✓	Carpenters box.(sml. carp. tools, files)	✓	5gal. " "
✓	Automobile chain.	✓	5gal. " "
✓	Hammer.	✓	2gal. " "
✓	Box.(cont. odd nails)	left	5 Sml. wooden frames.
✓	Wet stone.	no	3 Boxes.(cont. misc. books)
no	Iron wheel with pedal.	no	1 Ctn. " " "
✓	12 Peavey heads.	✓	2 lge. wooden barrels.
✓	Box.(cont. books)	✓	Ctn.(cont. 12 pt. sealers)
left	Ctn. Sake bottles.	left	2 Ctns.(cont. Sake bottles.)
✓	150' 1/2" Cable.	✓	1 Qt. sealers.(1 full rubber rings)
✓	150' 1/2" "	✓	Crate.(cont. mixed qt. & pt. sealers)
✓	Table.(homemade)	✓	Ctn.(cont. 12 qt. sealers.)
no	43 pcs. 4' long V joint.(3 bdles.)	✓	Ctn.sml.(cont. odd bottles)
✓	Sml. wicker basket.	no	3 Sacks.(cont. vinegar bottles)
✓	6 Peaveys.	no	2 Boxes.(cont. beer bottles)
✓	2 Sledge hammers.	✓	Box.(cont. odd bottles)
✓	7 D.B. Axes.		
✓	3 Single bladed axes.(short handles)		
✓	2 3 Shovels.		

Signed J. Mayson
R. M. Anderson

INVENTORY OF CHATTELS LEFT ON PROPERTY
OF

ARIZA, Enji #13824. & ARIZA, Miyozo
2963 6th. Rd., Whonnock, B.C.

(cont.) Stored in shed. (locked)

- left 3 Pistons.
- 2 Bottle cappers.
- 2.7 Garden trowels.
- no 4' Length 1/2" pipe with elbow.
- no Pr. Hand pruners.
- Box. (cont. misc articles, NV)
- lge. Mil can.
- 2 Wooden buckets with handles.
- Aluminum pail with handle. (cont. rice)
- Cement rice tub.
- no 2 lge. dish pans.
- no 1 gal. Martin-Senour Paint. (white)
- no 2 Steel pulleys, for belt.
- lge. cabinet. (poor)
- 1 gal. vinegar jug. (crocery)
- Iron pot.
- lge. Candy pail.
- Milk bucket.
- no 3 lge. water pails.
- no 10 Wooden coat hangers. (tied up)
- Box. (cont. assorted dishes)
- no Car seat. (full width)
- no Bookcase.
- no 8ml. sheet plate glass. (1 1/2' x 2')
- 2 Lunch pails. (cont. 2 jars vaseline)
- Carpenters nail box.
- no 2 Automobile starters.
- Iron water pump strainer.
- Brace.
- Sledge hammer head.
- Bendex spring.
- left Door. (loose, homemade)
- Edle. wall paper. (wrapped up)
- Square dish, with lid.
- no 1 gal. druggists bottle. (contents unknown)
- Jap. box. (homemade, in 3 sections)
- no 2 Bicycle handle bars.

✓ 1 Gramophone & Records.

In the barn.

- no 1 Cross cut saw.
- 2 Wheelbarrows.
- left Set horse harness. left
- left 2 Bicycle tires.
- Plow.
- 2 Cultivators. (horse drawn.)
- 1 Section spike harrows.
- left Stone boat.
- no Sml. wagon.
- no Child's wagon. (homemade)
- 2 Rolls linoleum.
- left Homemade saw vise. (wood)
- no 4' length of steel, 4" wide 1" thick
- no Auger.
- no Car Jack.
- no Jap. saw.
- Spool berry wire.
- no 5 gal. Marvelube oil can.
- Stump digger. (short handle.)
- 1 Sewer pipe. (tile)
- no 8' length 1/2" pipe.
- no 8ml. quantity mixed lumber. (new)
- no 2 Sacks. (cont. unknown)
- 10# Berry wire.
- Bicycle. (in pieces) left
- 20 Berry trays. left
- 14 Cabbage crates. left
- Sml. quantity berry boxes. no
- 5 Rolls chicken wire. (in rafters)
- Sml. wicker basket.

Signed J. Morphy
R. M. Anderson

EVACUATION SECTION	
Rec'd	FEB 4 1944
File No.	593828
Ans.	
Referred	Anderson

BRITISH COLUMBIA SECURITY COMMISSION
CUSTODIAN RELEASE FORM

Address: St. Pierre
MANITOBA.

Date: JAN. 29 1944

To: The Secretary of State, acting in his capacity as Custodian, Vancouver, B.C.

I, Miyozo Ariza, Police Registration No. 13952

hereby request you to release to me the under-noted articles stored at

10TH Ave, Haney B.C.
in possession of Mrs. L. Hynne.

and I release you from any claim whatsoever with respect to such articles, and ship same through the B.C. Security Commission.

Description of articles wanted:

Kitchen Range
1 Wooden Bed.
Roll Linoleum.
Wine Cloth Line

Original Address: 10TH Ave Haney B.C.

Date Evacuated to Present Address: St. Pierre MAN.

Total Number in Family: 5

CHARGES:

I agree to pay all charges as required by the British Columbia Security Commission.

Deposit received:

Approved:
BRITISH COLUMBIA SECURITY COMMISSION

Per: [Signature]

Miyozo Ariza
Miyozo Ariza
(Claimant Signs Here)

Vancouver, B.C. February 3rd, 1944.

J. Morison, Esq.,
Custodian Agent, P.O. Box 1066, Haney, B.C.

Okay to ship these goods by freight, the freight charges prepaid to our account, cartage and crating bill to us, along with bill of lading, as soon as shipment is made.

BRITISH COLUMBIA SECURITY COMMISSION

CWF:FF

[Signature]
C.E. Fisher
Transportation

c.c. Custodian of Alien Property ✓

BRITISH COLUMBIA SECURITY COMMISSION

G-165-B

Address: C/o R. H. Stevens
Fannystelle, Man.

Date: August 10th, 1945

To: The Secretary of State, acting in his
capacity as Custodian, Vancouver, B.C.

I, MIYOZA ARIZA Police Registration No. 13952

hereby request you to release to me the under-noted ~~articles~~
stored at _____

in possession of The Custodian

and I release you from any claim whatsoever with respect to such
articles, and ship same through the B.C. Security Commission.

DESCRIPTION OF ARTICLES WANTED:

Balance of Funds at Credit with Custodian

Original Address: New Westminster, B.C.

Date Evacuated to Present Address: April 1942

TOTAL NUMBER in Family 6

CHARGES:

I agree to pay all charges as required by the British
Columbia Security Commission:

Deposit Received: \$ Nil

Approved:
BRITISH COLUMBIA SECURITY COMMISSION,

Per: R. H. Stevens

for J. L. Grant

Miyozo Ariza
(Claimant signs here)

File No: 5992

Name: ARIZA, Miyozo

Reg. No: 13952

Address: 191 Tenth Avenue, Haney, B. C.

RECEIVED
SEP 21 1942

INVENTORY OF CHATELS LEFT ON PROPERTY

Under house

8' long cross-cut saw
peevie
quantity of garden tools
iron block pulley

Stored in House

2 kitchen cabinet with drawers
kitchen range
kitchen chairs
baby's high chair
beds complete
roll linoleum

2 heaters

baby's crib

1 round dining table
quantity of dishes
gasoline lantern

Square Kitchen Table.

Toy Horse Rocker

Electric Lamp Shade.

This represents all my chattels remaining in any protected area of British Columbia.

Confirmed:

DATE: Sep. 15th, 1942

SIGNED:

Miyozo Ariza

Please sign and return one copy to the Custodian.

ASH

Files 5992
2763

March 19, 1945.

MEMORANDUM

To: Mr. Richardson

From: Mr. Gibson

When answering letter of March 12th, 1945, received from Miyoso ARIZA and referring particularly to Question No. 3, in his letter, the cheque No. 1517 in the amount of \$36.00 was paid to Colthard, Sutherland to cover premium in full on North West Policy No. 206477.

This policy covered on property described as 2963 6th Road, Whonnock, B. C., the legal description being the N/4 of Section 3, Twp. 12, in the Municipality of Maple Ridge. This property was jointly owned by Enji ARIZA and Miyoso ARIZA.

The property was sold to the Director, Veterans' Land Act and we obtained from them the pro rata unearned premium amounting to \$24.17² which was credited to the joint account. We also cancelled chattels that were covered under the same policy and obtained \$3.90 return premium, which was credited to the joint account.

DM-S

SMG:JS

TO WHOM IT MAY CONCERN:

This to certify that we, the undersigned, hereby agree to disposal of proceeds of sale of our property in the following manner, Viz.:

Statement of May 16th, 1944, copy of which was received by each one of us, shows that net proceeds from this sale amounted to the sum of \$960.46.

We therefore agree that this amount be divided in the following manner, viz.: Two-thirds of said amount, namely, \$640.30, to be paid to Enji Ariza, and one-third of said amount, namely, \$320.16, to be paid to Miyozo Ariza, but as \$200.00 has already been received by Miyozo Ariza, \$120.16 will be his share.

Signed,

"E. Ariza"

Witness:

"M. Ariza"

"Y. Akagawa"

May 10th, 1945.

MEMORANDUM

6th November, 1945.

File No 5792

Re: Miyoko ARIZA - Reg. No. 13952

TO: Jack Morison

FROM: W.E. Anderson

The above Japanese lived in a three room shack, Behind 191 -19th Avenue, Nanay. The following is the inventory of chattels taken by yourself and Logan, as being on the property, which at that time was rented by J.J. Mulhall.

Under house

3' long Cross-cut Saw
Pawls
Quantity of garden tools
Iron block pulley

Stored in house

Kitchen cabinet with drawers
Kitchen range
3 kitchen chairs
Baby's high chair
2 beds complete
Roll of linoleum
2 heaters
Baby's crib
Round dining table
Quantity of dishes
Gasoline lantern

Please arrange liquidation as soon as possible so this file can be closed.

WEA:NA

MEMORANDUM

File No. 2852 and 5992

December 11, 1946.

To: Miss G. Girard

From: W. E. Anderson

Please transfer the following items which were wrongfully credited to File No. 2852, Michio TOMITA, Registration No. 13850, and which should have been credited to the Account of File No. 5992, Miyoso ARIZA, Reg. No. 13952.

Tools	\$5.40
5Tubs	0.50
Sprayer	1.35
Sundries	0.35
Sundries	0.45
Hose etc.	0.60
Stove	18.00
	<u>\$26.65</u>

Auctioneer's Fee:	\$2.67
Advertising:	\$0.34
Moving:	\$2.96
	<u>\$5.97</u>
	<u>\$20.68</u>

/HA

Accounting Department:

Charge to File 2852 and credit as follows:

Money 15 - Credit 2852 - Realised:	\$86.55	Less Expenses:	\$19.82	Credited:	\$66.73
" 5992	\$26.65	"	\$5.97	"	\$20.68
					<u>\$87.41</u>

Transferred, December 12, 1946.

P. Girard

PERSONAL PROPERTY SUMMARY

File No. 5992

15th May, 1947

Re: Miyozo ARIZA - Reg. No. 13952

CHATELS: The above Japanese registered with this office on the 24th April, 1942, and at that time declared leaving household furniture in the care of his tenant, on his property on 10th Avenue, Haney. Our fieldmen inventoried this property on the 10th June, 1942. A copy was sent to ARIZA, 10th September, 1942, and he added to our list three small items, and signed as correct 15th September, 1942.

On the 29th January, 1944, ARIZA asked for shipment to him of a kitchen range, bed, linoleum and clothes line. However these were not sent, as it was the Government's policy to liquidate all chattels at that time.

All chattels were removed and sold at Auction at Haney, on the 7th May and 10th April, for the net sum of \$20.68.

SPECIFIED ARTICLES: ARIZA was the owner of a Ford Pickup truck, on which he owed the finance Company the sum of \$298.19. The truck was appraised for \$240.00, but was sold for \$299.00, and therefore, no funds accrued to ARIZA, after payment of the lien and administration expenses.

LIFE INSURANCE: ARIZA declared having a Sun Life Insurance policy. At the Company's request we forwarded to him a cheque for \$166.00 being a cash loan against his policy, and on the 20th August, forwarded the cash surrender value of this policy amounting to \$6.28.

BONDS & INVESTMENTS: He also declared having two War Savings Certificates, but these were not brought under control by the Custodian.

Although he did not declare so, he was the holder of 17 shares in the Maple Ridge Co-operative, but in order to pay off his small balance with them, they cancelled 15 of these shares, and remitted balance of .86¢ to this office. Upon completion of the liquidation of this Co-operative, ARIZA will be sent his share of the distribution.

This file reveals no other personal property assets.

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

HA

.....*W.E. Lamer*.....

NAME

HARRIS, Myron

REGISTRATION NO.

1992

FILE NO.

2992

filed 12/12/46

The following chattels were sold by public

auction at

Honey, N.C.

on

9/2/45 and 12/5/45

Tools
5 Tubs
Sprayer
Sundries
Hose etc.
Stove
Sundries

{ Transferred from
file 2952.
12/12/46.
C.G.

5.40 -
0.50 -
1.35 -
0.35 -
0.60 -
18.00 -
0.45 -

Total

Less Expenses { Auctioneer's Fee: \$2.67
Advertising: \$0.34
Moving: \$2.96

\$26.65
5.97

Net Proceeds Credited:

\$20.68

Members of Custodian Staff Present.

W. E. Anderson

Extracted from Auctioneering List No.

Honey 15.

Remarks.

C. G. Harris, Auctioneer



DEPARTMENT OF THE SECRETARY OF STATE
OF CANADA

TO WHOM IT MAY CONCERN

Know all men by these presents that the Consolidated Finance Company Limited, of Vancouver, in the Province of British Columbia, for value received, doth hereby remise, release and forever discharge the Custodian, appointed pursuant to regulations established by P. C. 3959 as amended, his deputies, servants, agents and representatives of and from any and all causes of action, claims and demands whatsoever which the said Consolidated Finance Company Limited as principal or as agent, bailee or representative or otherwise howsoever may or might have for or by reason of any seizure, custody, possession, control, holding or keeping by the Custodian or by anyone acting on his behalf, of the motor vehicle: 1935 Ford Pickup, $\frac{1}{2}$ Ton at Johnston Motors, 1941 Licence No. CX597, formerly owned by M. Ariza.

And the said Consolidated Finance Company Limited doth covenant and agree with the Custodian to defend, indemnify and save harmless the Custodian and his deputies, servants, agents, and representatives from and against any and all claims, demands, damages, penalties, loss, costs and/or expenses which may hereafter be made or charged against the Custodian or against any of his deputies, servants, agents or representatives or which the Custodian or any of the said deputies, servants, agents or representatives may bear, suffer or sustain by reason or an account of any seizure, custody, possession, control, holding or keeping of said motor vehicles by the Custodian.

DATED this twenty-first day of October, A. D., 1942.

Witness

MEMORANDUM

To: File 5992

May 6, 1944.

From: Specified Articles Department

Re: ARIZA, Mivozo - Reg. 13952

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1935 Ford Pickup No. Not given License No. (41) CX 597	\$240.00

Sold to: Johnston Motor Co. Ltd.

Date: October 30, 1942.

Selling Price: \$299.00.

Lien Holder: Consolidated Finance.

Amount of Lien: \$298.19.

W. Barker

File No. 7932

December 5th, 1944

CLAIMS DEPARTMENT

HIYOGO ARIZA - Reg. No. 13952

CREDITORS:-

1. H. Nishiguchi Co. Ltd. \$ 5.24

*Pa as authorized by power
nos 57/44
W6*

DEBTORS:-

1. ^{Enji} H. ARIZA \$ 325.00

(Branching of share) Miyogo Ariza

*Settled in property sale
distribution adjustment
nos 49/45*

W6

Cr. Bal. \$ 999.00
5/12/44

AMOUNT

LIABILITY SUMMARY

File No. 5992

15th May, 1947.

Re: Hirozo ARIZA - Reg. No. 13952

The above Japanese declared no liabilities when registering with this office, but the following were filed against him:-

M. Nishiguchi Co.	\$5.24
Maple Ridge Co-operative Union	14.14

The Maple Ridge Co-op. cancelled 15 shares belonging to ARIZA and remitted the balance of \$64 to this office to his credit, in order to pay off his small account with them.

ARIZA acknowledged M. Nishiguchi's account as correct on the 27th November, 1944, and this was paid in full 8th December, 1944.

This file reveals no other liabilities.

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

W E Quinn
.....

U. S. 10-422 (Rev. 3-31)

5992

USED CAR APPRAISAL RECORD

NAME *Johnstone Motors*

ADDRESS *35 Ford Pichep*

Paint
Tires *4 fair* \$ *2.00*
Body & Fenders \$
Glass \$ *4.00*
Top \$ *1.00*
Nickelling \$ *1.00*
Radiator \$ *1.00*
Running Boards \$ *1.00*
Mats & Kick Pads \$ *1.00*
Upholstery \$ *1.00*
Hardware \$ *1.00*
Motor Expense \$ *1.00*
Transmission \$ *45.00*
Rear Axle \$ *1.00*
Universal Joints \$ *1.00*
Clutch \$ *1.00*
Steering \$ *1.00*
Brakes \$ *1.00*
Tighten Up \$ *1.00*
Muffler \$ *10.00*
Sundries \$ *1.00*
Wash & Clean Motor \$ *2.00*
Clean Interior \$ *2.00*
Oil & Grease, Change \$ *2.00*
Oil & Check Over \$ *2.00*

Make *Ford*

Body Style *Pichep*

Year *35*

License *B1597*

Serial *61866*

Mileage *1825*

Remarks *for sale*

Total \$ *86.50*

Med. interested in

Salesman

Selling price

\$ *40.00*

Less Repairs

Allowance

Date Appraised by

For immediate acceptance only.

13752

NAME

ARMA, WYOM

FILE
NO.

3792

(See also FILE 2763)

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
North East Fire Insurance Company	206477	\$1575.00	Jan.	16	46	2243 Sixth Road, Monroeville, P.C.

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name ARIZA, Mr. Miyozo

File No. 5992

*W. H. A. Cameron
St. Pierre, Man.*

Reg. No. 13952

Company Sun Life

Agency Vancouver

Policy No. 2141097

Premium - \$ 41.30

Payable: ^x Annually, Semi-annually or monthly

Month September Day 1st

REMARKS:

5992

Consolidated Finance Co. Ltd.

Vancouver, B.C.

November 5, 1942.

Department of the Secretary
of State,
Office of the Custodian,
506 Royal Bank Bldg.
Vancouver, B. C.

Re: S. Kimura -	Ford Roadster -	\$277.25
M. Ariza,	Ford Pickup	\$298.19
M. Ohashi	Ford Pickup	\$409.62

Gentlemen:

We acknowledge and thank you for your
cheque for \$985.06 covering payment in full of our
liens on the transactions noted above.

You will find enclosed cancelled documents
and releases as requested and we thank you for your
co-operation in this connection.

Yours very truly,


Office Manager.

H.F. Clarke
S.

✓

5992
2852

April 20, 1943.

Mr. Michio TOMITA,
Registration No. 13850,
c/o Jens Miller,
Sanford, Manitoba.

Dear Sir:

We wish to thank you for your letter of April 13th enclosing a translation of the agreement for sale which you gave to Miyozo Ariza.

As this agreement cannot be registered we have made out a regular agreement in triplicate which you will find enclosed. This is an absolute copy of the translation which you sent to us and if you will go before a notary public, sign the three copies, have them properly certified and return them to us, we will be very much obliged.

We will endeavor to get in touch with Mr. Miyozo Ariza, the purchaser of this property. We are also enclosing a statement in duplicate which after signing the agreements will you please sign the original of this statement, return it with the agreements, and keep the copy for your own files. Please attend to this without delay.

In the agreement translated from the Japanese you make no mention of interest, so if you are charging interest on the agreement will you please fill in the rate on the new agreements. You will find the location at the bottom of the first page of the documents marked with an X.

Yours truly,

(D.A. Cramer)
for Ian Macpherson
Title Examiner

See file 10 245
D.A.C.:FC
Enc.-4

P.O. Box 163.
7. D.H. Cuiere
St. Pierre, Dom.
May 8th /43

Dept. of the Sec. of State.
Office of the Custodian
506 Royal Bank Bldg.
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	MAY 12 1943
File No.	
Referred	Gibson

Dear Sir:-

I am referenced to your letter of the
May the third of file number 5992. I
will say that even if I wish to put
insurance on our homestead I could
not possibly pay the premium, under
the circumstances. Therefore I guess the
dwelling will have to go without Fire
Insurance upon it. Hoping that the
best of care will be taken given to it to
avoid any damages. Leaving the situation
upon your hands, I remain,

Yours Truly,
(Mrs. M. A. Ariza)

(Registration # 13952
File # 5992)

P

59927
2763
265

Office of Custodian
Vancouver, B.C.

P.O. Box 163,
St. Pierre.
RECEIVED
MAY 17 1943
No. 5992
Referred James

Dear Sir,

In reply to your letter of the 6th,
concerning the property # 5.2 of Lots 1, 2, 3,
and 40 of W 1/2 of Sec. 20, Twp. 12, Map
1161, in the municipality of Maple Ridge,
N.W. D.

This property in question being
under the care of the custodian I
had naturally assumed that all taxes
had been taken care of. The taxes as
I have heard it, is supposed to be paid
by the lessee of the ~~the~~ said land. The
lessee is to pay the rent of \$5 per
month rent for the time he occupies
the house. Surely you must have
the time of stay in your knowledge.
From the money collected from
the lessee I will the taxes be paid.

As for the registering of the agreement
for sale could you please give me the
full details as how things stand. Asking
me for some cash is impossible and
you should know the circumstances of
the Japanese evacuees.

Truly yours
(Mr) M. Ariza

2852 & 5992

February 14, 1944.

Messrs. Crux & McMaster,
Barristers & Solicitors,
535 West Georgia Street,
Vancouver, B. C.

Attention Mr. A. G. Duncan Crux.

Dear Sir:

Re: Michio TOMITA - S $\frac{1}{2}$ s of Lots 1, 2, 3
& 40 of W $\frac{1}{2}$ of Sec. 20, Twp. 12, Map
1161, Municipality of Maple Ridge.

and Lots 41 & 42 of W $\frac{1}{2}$ of Sec. 20, Twp. 12,
Map 1161, Municipality of Maple Ridge.

We enclose herewith Certificate of Encumbrance No.
51047 covering South halves of Lots 1, 2, 3 and 40, show-
ing registered owner as Michio TOMITA, Evacuee, Registra-
tion No. 13850 and Certificate of Encumbrance No. 52439
covering Lots 41 and 42 showing registered owner as Michio
TOMITA.

The offer of the Director of Veterans' Land Act,
covers properties under these two Certificates of Encum-
brance, jointly. Our records indicate that Michio TOMITA
sold the South halves of Lots 1, 2, 3 and 40 to Miyozo
ARIZA, Evacuee, Registration No. 13952, under Agreement
For Sale dated September 30, 1940, which agreement is not
registered. It will therefore be necessary that you obtain
a breakdown of the offer so that we may be in a position to
correctly apportion the proceeds.

Yours truly,

R. D. Richardson,
Farm Department.

Enc. 2.
RDR/EG

"Ariza"
1, 2 + 3 + 40 4294
Less Taxes 20.67
273.33

"Tomita"
41 + 42 700.00
Less Taxes 20.00
680.00

"Net amt received from V.L.A.
covering both"

943.33

per R.D.R.

5992 ✓
2763

September 29, 1944.

Mr. Miyose ARIZA,
Registration No. 13952,
Fannystelles, Manitoba.

Dear Sir:

With reference to that part of your letter dated July 23rd. we may now advise that the articles you mention were sold at auction during the summer.

In this regard we find on reference to our files that as long ago as September 9th, 1942 we asked you to let us know who owned the various chattels left at 191 Tenth Avenue, Haney. Some were yours and some belonged apparently to Enki ARIZA. Never having had this point cleared up we placed the credit for goods sold all to Enki ARIZA. The only remaining articles unsold are 1 Suitcase and 2 Boxes miscellaneous articles.

We should have answered your letter before but for the necessity of trying to identify your belongings and in conclusion we might mention that the B. C. Security Commission will not now allow shipment of heavy household effects.

Yours truly,

W. J. Iverson

Protection Department.

WJI/pls

San Francisco, Cal.
O.C. 7-15-44
Dept of Sec. of State,
Office of Evacuation,
Washington, D.C.

EVACUATION SECTION

Rec'd OCT 10 1944

File No. 5992-2763

Ans. Anderson

Referred [initials]

File # 5992-2763.

Dear Sir —

In reply to your letter of Sept. the 29th, I wish to inform you that the various chattels left at 191, 10th Ave., Harney, belong solely to me. But, I did have a property at 17th Ave., Albion, B.C., of which Mrs. Enjo Ariza was a half owner.

I think that your report of made a mistake as to the property at 10th Ave., Harney, is the one at 17th Ave., Albion. Please check upon this matter & have the credit from the sale of chattels from 10th Ave., Harney, transferred to my credit.

Could you also tell me whether or not the property at 191, 10th Ave., Harney has been sold. If so, please inform me as to the credit at your office to my name.

Please let me know at your earliest convenience. I am,
Yours truly,
Enjo Ariza.
Reg. # 13952.

Also please send me a list of chattels sold from 191, 10th Ave., Harney.

9992

October 16, 1944.

Mr. Miyoso ARIZA,
Registration No. 13952,
Fannytelles, Manitoba.

Dear Sir:

In reply to your letter of October 3, 1944, we are enclosing a cheque for \$200.00 from funds held to your credit here.

Upon receipt of a letter signed by Enji Arisa and yourself, stating the manner in which you wish distributed the funds held in your joint account, such funds will be available to you upon request.

When you registered with the Custodian, you declared that Mr. Enji Arisa owed you \$325.00 for land and under his registration he states that he owes you \$250.00 for crops. Please advise us by letter containing both signatures, how you wish this to be handled. M. Nishiguchi Company have filed a claim against you for \$5.24 and state they hold a note to substantiate it, dated February 23, 1942. We would appreciate receiving your authorization to pay this debt.

The chattels on the 6th Road property have been sold by auction and the proceeds have been credited to the account of Enji Arisa. The chattels on the 10th Avenue property have not been sold as yet, however, under our policy of liquidation, sale of these effects will take place in the very near future and you will then receive credit in your account of the proceeds.

(over)

- 2 -

The 10th Avenue property was sold to the Veterans' Land Act as at January 1, 1943, for the net sum of \$269.33 but, as you owe M. Tomita a greater sum than this on the property and as his security was the property, the net proceeds from this sale will be paid to him, in full settlement of the agreement.

We trust you will find this satisfactory and look forward to receiving the letters requested from you as soon as possible.

Yours truly,

W. E. Anderson,
Farm Department.

Enc. (cheque)
WEA/EG

Credit Balance - \$599.00

2763
5992

January 29th, 1945.

The B. C. Security Commission,
360 Homer Street,
Vancouver, B. C.

Attention: Mr. M. L. Brown

Dear Sir:

Re: Enji ARIZA - Reg. No. 13824
Miyozo ARIZA - Reg. No. 13952

For sometime past we have been trying to get the affairs of these two Japanese straightened out. Your Mr. Morrison in Winnipeg, we believe, is quite familiar with the problems involved. In order that he might be fully informed regarding the facts according to our records, we are giving you herewith these details:

On April 8th, 1942, Enji ARIZA declared he owned the N.E. 1/4 of the N.E. 1/4 of Section 3, Township 12, Sketch 6520, Municipality of Maple Ridge, and that his brother, Miyozo, had an interest in this property. Title to the property was, according to the Land Registry Office, registered in the names of both as "Joint Tenants". This fact would indicate that they each had a half interest. Further, Enji declared that he owed his brother, Miyozo, \$250.00 for crops.

Miyozo did not declare that he had any interest in this property, but he claimed that Enji owed him \$325.00 for land that he, Miyozo, sold to Enji.

The questions we would like to be informed about are:

- (1) Actually what interest did each have in the property?
- (2) Did Miyozo sell his interest to Enji?
- (3) If so, was Miyozo paid in full or does Enji owe a balance of \$325.00 as claimed by Miyozo?
- (4) What was the date of sale from Miyozo to Enji?
- (5) What does Enji mean by the statement "I owe Miyozo \$250.00 for crops"?

We have assumed that this property was jointly owned by the two brothers and accordingly have carried it under a joint account.

The revenue for 1942 and proceeds of the sale of the real property have been placed to the credit of both of them in this joint account. A statement in detail was sent to each on May 26th, 1947.

We are freezing all funds held to their credit with this office until such time as they co-operate fully in the complete clarification of their affairs.

It seems futile for us to deal with them by correspondence and we, therefore, ask that you be good enough to have Mr. Morrison do whatever he possibly can be in order to get this matter cleaned up.

Thanking you in advance for your usual co-operation, we are,

Yours truly,

R. D. Richardson,
Farm Department.

RDR:OB

Pannystelle, Man.
Mar. 12th./45,
The Office of the Custodian,
Vancouver, B.C.,

RECEIVED
MAR 19 1945
5992
R. J. Anderson
KOR

Dear Sir,

Referring to the letter of June the twelfth /43 I would like to ask a few matters. I'm sure that I have written to you before about this matter but since we did not receive any satisfactory answer I'm writing again.

As you know the property on Tenth Ave., Haney, belongs solely to me. It is not jointly held by Enji Ariza and myself. But the property in Albion was held between us. Please could you tell me definitely whether:

1. 1942 proceeds of crop from F. Davis is from the Oct. 23. jointly held property in Albion or from my farm in Haney. *#147 Jointly*
2. Oct. 26. Why the sum of five dollars (\$5.00) was transferred from my file to a joint account? *transferred from my file to a joint account? (jointly held for June 1942) M. Ariza*
3. 1943 What was this Ck 1818 *✓* Coulthard-Sutherland Feb. 8. Insurance policy # 206477 for and in whose name it was in? *2963 - 1st Road - 2 houses in name of L. H. Hynne - safe to V.L.A. M. Ariza*
4. Feb 24. Could you tell me on which farm L. Hynne was April 2. on and paying rent.

If you could give me the full particulars about the above questions I will be able to see whether the statement that was attached to the letter should be in our joint names or not. Please at your earliest convenience let me know. Thanking you I remain,

Yours truly
M. Ariza.



EVACUATION
Rec'd JUN 19 1945
File No. 5992
Ans.
Referred Richardson

BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,
Vancouver, B. C.
June 18th 1945

Dept of Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Attention Major A. McAlister

Dear Sir,

Re Miyozo ARIZA #13952
Custodian File #5992

The above named man asks that the sum of \$200.00 from his assets be forwarded to him, and we shall feel obliged if you will comply with his request.

Referring to your letter of November 17th 1944 our Supervisor states that he has not yet been successful in securing a decision from this man and his brother as to disposal of proceeds realized from sale of jointly owned property, but Miyozo ARIZA states that he intends taking this matter up with his brother at an early date, and expects that satisfactory arrangements will be made when they meet, and our Supervisor will then write us at once.

Yours truly,

M.L. Brown
Office Manager.

Dr 341.93.

Letter May 15 dist of Proceeds given 1/3
reducing present Cr. bal by approx 200?
we are therefore holding this request
open until fully clarified

C
O
P
I

749 Somerset Building,
Winnipeg, Man.,
August 11th, 1945.

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

Re: Enji ARIZA, Reg. No. 13824
Miyozo ARIZA, Reg. No. 13952

So far we have been unable to get these two brothers together to signify distribution of the amount of \$1084.34, realized from sale of their jointly-owned property, but as they have already agreed that Enji should receive a two-third share, and Miyozo a one-third share, we have been requested to ask that this arrangement be carried out.

This means that Enji would receive the sum of \$722.89, and Miyozo \$361.45, but as the latter has already received \$200.00, plus sundry other adjustments, this amount would be considerably reduced.

Miyozo is clamouring for the balance of funds at his credit with Custodian, as his wife has recently been confined, and his earnings are not large.

May we request that adjustment as mentioned above be effected as soon as possible. Attached is Custodian Release form in triplicate for release of Miyozo's balance.

Agreement between two brothers, showing that Enji was to receive a two-third share, and Miyozo a one-third share, was forwarded on May 12th, duly signed by each brother and properly witnessed.

"Wm. Morrison"

WM. MORRISON,
Welfare Officer;

WM/JM
Encls.

5992

August 21, 1945.

Mr. Miyose ARIZA,
Registration No. 13952,
c/o Mr. R. H. Stevens,
Fannystelle, Man.

Dear Sir:

Please be advised that, in accordance with the certification of May 10th, signed by yourself and your brother, Haji, the following distribution has been made of funds held in your joint account.

Proceeds from Sale of Property	\$960.46
Less Land Registry Office Certificate of Vesting 1.00	
" Legal Fees	15.00
Balance	<u>944.46</u>

Your portion was one-third, or \$314.82. In the joint account also was a small credit of 86 cents remitted by the Maple Ridge Co-operative Union, and this also was transferred, bringing the total transferred to your account to \$315.68.

We note that, through the Department of Labour, you have requested that we remit to you the balance of your funds. As the Custodian wishes to make a complete review of your file, we are enclosing cheque for \$100.00, which we trust will meet your present needs. The balance will be forwarded as soon as possible.

Yours truly,



W. E. Anderson,
Administration Department.

NEA/FM
Enclosure

5992

15th May 1947.

REGISTERED

Mr. Miyono ARIZA,
Registration No. 13952,
316 Kingsford Ave.,
North Kildonan, Manitoba.

Dear Sir:

We enclose herewith Custodian cheque in the amount of \$36.12, which sum represents your full remaining credit balance at this office at the present time.

We note you still hold 2 shares in the Maple Ridge Co-operative Exchange. The Co-operative cancelled 15 shares of your holding in order to cover your small account of \$14.14 with them, and remitted the balance of 86¢ to your credit at this office. This Co-operative is in the process of liquidation and upon completion, your proportion of the distribution will be sent to you.

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 addressed envelope for your convenience in replying.

Yours truly,

W.E. Anderson,
Office of the Custodian.

RA
Encls.2(ch cheque)

April 26th
1948
316 Kingsford Ave.
Mick Killman
Man

EVACUATION SECTION	
Rec'd	APR 29 1948
File No.	5992
Ans.	

Dear Sir:

I have ~~received~~ ^{received} shares ~~in~~ money only \$2.55. We have sent you seventeen share. Another thing you have mention about we have still owing to Co-operative Products Exchange. I don't understand what we have to pay. I'm sure we have not owing to Co-operative.

Please let us know as soon as possible what amount owing to them.

Nov 25/1947
15 cancelled for debit

Yours truly
M. Ariza

5992

15th September, 1949.

Mr. Miyozo ARIZA,
Regn. No. 13952,
316 Kingsford Ave.,
North Kildonan, Manitoba.

Dear Sir:

Personal goods now in Custodian storage include
a home made shrine and a box of books in the name of E. and
M. ARIZA.

If these items belong to you and you wish to
receive them, please inform the Custodian on or before the
15th October, 1949, giving your full name and address for
shipment.

Failing to hear from you by the above date, the
Custodian will assume that you have no interest in these
goods and will dispose of them at his discretion. A similar
letter is being sent to your brother, Enji.

We enclose a stamped addressed envelope for your
reply.

Yours truly,

W.J. Johnston,
Office of the Custodian.

HA

5992 & 2763

16th November, 1949.

Mr. Miyozo ARIZA,
Regn. No. 13952,
185 Chalmers Ave.,
Winnipeg, Manitoba.

Dear Sir:

We wish to advise that on the 15th November, 1949,
we shipped to you prepaid, via Canadian Pacific Express,
one Shrine and one box of books which were in our storage.

When said goods are received by you, please
acknowledge receipt of same for our records.

In the event that one or more items of any value do
not belong to you, please communicate with this office by mail
as the Custodian is closing out his storage warehouse in Haney.
It may be that you will find some means of identification on
examination of the contents and in that case we should be
advised in your letter. You might also advise us at the same
time whether unidentifiable items are of little or no value and
would not justify shipping charges.

Yours truly,

W.J. Johnston,
Office of the Custodian.

WJJ:BA

File No. 5992

SUMMARY RELATIVE TO CLAIM OF
Miyoso ARIZA / Regn. No. 13952

17th June, 1948.

REAL PROPERTY:

Municipality of Maple Ridge. The South halves of Lots 1,2,3 and 40 of the West Half of Section 20, Tp. 12, Map 1161, D.N.W. C. of E.51047.

Purchased under Agreement of Sale (unregistered) from Michio TOMITA, under date 30th Sept. 1940 for \$525.00. Terms \$25.00 cash, \$200.00 on Sept. 30/41 and \$150.00 on each Sept. 30th, 1942 and 1943. The unpaid balance as at 1st May, 1942 was \$300.00 with 6% interest.

The property was purchased by the Director, Veterans' Land Act for \$294.00. No separate appraisal was made by the S.S. Board of this property, same being included in appraisal of M. TOMITA's property, showing Lots 1,2,3 and 40 (A/S to ARIZA) together with Lots 41 and 42 of W $\frac{1}{2}$ of Sec. 20, Tp. 12, Map 1161. ARIZA's property is outlined in green on Page 4 of S.S. Board Appraisal form.

	<u>Assessed Value</u>	<u>S.S. Bd Appraisal</u>	<u>V.L.A. Purchase</u>	<u>Claimant's Valuation</u>	
Land:	\$425.00			\$850.00	10 acres m/1
Improvements:	<u>420.00</u>			<u>725.00</u>	
	\$845.00	\$294.00	\$294.00	\$1575.00	
		Less Sale price (nett)		<u>269.33</u>	(\$294.00)
				<u>\$1305.67</u>	(1271.00)

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 92

JAPANESE PROPERTY CLAIMS COMMISSION

SUB-COMMISSION

B E F O R E

10 (THE HONOURABLE MR. JUSTICE A.C. BUCKINGHAM, SUB-COMMISSIONER)

Winnipeg, Manitoba,
20th September, 1948.

IN THE MATTER OF THE CLAIMS OF

MIYOSQ ABIRA

PROCEEDINGS AT HEARING

APPEARANCES:

F.M. FERG, Esq., Appearing for the Dominion
 Government.

S.M. GHERLIACK, Esq., Appearing for the
 Claimant.

S. KIRAYAMA, Esq., Official Interpreter

20 MARK H. PHAROS, Esq., Sr., Official Reporter.

M. Arisa,
In Chief.

MIYOCO ARISA, one of the claimants herein, being
first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. CHERNIACK:

MR. CHERNIACK: In this case, your honour, I ask leave
to amend to show the fair market value of the real
estate at \$800.00, the Custodian's sale price \$294.00,
loss \$506.00. I also ask leave to amend as to the
chattels to show the total value at \$198.00.

THE COMMISSIONER: That is the total value?

MR. CHERNIACK: Yes, that is the amount as shown originally
but I want to give your honour the Custodian's sale
price, which is not shown in the claim.

THE COMMISSIONER: Yes.

MR. CHERNIACK: The sale price is \$26.65 and the loss is
therefore \$171.35.

THE COMMISSIONER: What is the sale price?

MR. CHERNIACK: \$26.65.

THE COMMISSIONER: That leaves a total of what?

MR. CHERNIACK: \$171.35.

THE COMMISSIONER: The total value is \$198.00?

MR. CHERNIACK: Yes.

THE COMMISSIONER: The sale price \$26.65?

MR. CHERNIACK: Yes.

THE COMMISSIONER: That makes \$171.35?

MR. CHERNIACK: Yes, and we are withdrawing the claim for
the share of the Maple Ridge Co-operative. Our total
claim is therefore \$677.35. I would also like to point
out, your honour, in this claim form under clause '4-F',
there is mention made of the property taken out in the
immediately preceding case, that this property was
owned jointly with his brother Enji Arisa, who is

M. Arisa,
In Chief.

claiming for both.

Q Mr. Arisa, I show you two typewritten statements, were these prepared in accordance with your instructions?

A Yes.

Q And this is your signature? A Yes.

Q And do you swear the contents to be true to the best of your knowledge and recollection? A Yes.

MR. CHERNIACK: Your honour, I tender as Exhibit 1 and 2 respectively the real estate statement and the personal chattel statement both identified by the claimant and on behalf of my learned friend I tender as Exhibit 3 the Appraisal Report and as Exhibit 4 the Custodian's Analysis Sheet.

(Real Estate Statement, EXHIBIT 1.)

(Personal Chattel Statement, EXHIBIT 2.)

(Appraisal Report, EXHIBIT 3.)

(Custodian's Analysis Sheet, EXHIBIT 4.)

MR. CHERNIACK: Your honour will note from Exhibit 1 that this property was purchased in September 1940 from Mr. Tomita for \$225.00 and at this time three acres had been cleared. To further confuse this matter you will note that Exhibit 3 gives an appraisal of the property owned by this man Tomita involving some 18 acres, of which 10 acres will appear to belong to the claimant herein.

THE COMMISSIONER: Yes, nearly 19 acres.

MR. CHERNIACK: Yes, 18.3.

THE COMMISSIONER: 6.85, 7.37, and 4.

MR. CHERNIACK: The total acreage is always shown at the top of the first page. There is a summary on the Custodian's file which indicates this was purchased

M. Arima,
In Chief.

under an unregistered Agreement of Sale dated September 30, 1940, for \$525.00. There is also mentioned on the Custodian's Summary that Miyose Arima's is outlined in green on page 4 of the appraisal form. Now, it is not so outlined in my copy but it may be on your honour's copy.

THE COMMISSIONER: No.

MR. CHERNIACK: Possibly on my learned friend's copy.

MR. FERG: Yes.

10 MR. CHERNIACK: Yes, it is that portion which is fairly easily accessible, it being a rectangular piece consisting of about two-thirds of the distance starting from 8th Avenue and going up towards the square portion on the top, is that clear?

THE COMMISSIONER: Yes, Lots 1, 2, and 3, and the south-half of 40.

MR. CHERNIACK: Yes, the south half of each.

THE COMMISSIONER: And the other square piece is not it at all?

20 MR. CHERNIACK: That remains the property of Mr. Tomita. The Custodian must have in some way divided the total sale and credited this claimant with \$294.00 and I presume credited Tomita with the balance, but that is something about which we know nothing. The information that I have read into the record as to the agreement for sale between Tomita and the claimant is obtained from the Custodian's file and which is a copy of the agreement on the file. The claimant sets out that after he purchased the property he planted about 40 mixed fruit trees and apparently did no clearing himself.

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2.
M. Arisa,
In Chief.

At the time of purchase there was a house on the property which he states he was informed was four years old at the date of purchase in 1940. He, himself, added the kitchen to this house at a cost of \$125.00 in 1941. In 1938, or about, he said a shed has been built on the property, both the shed and the original portion of the house being included in the purchase price for \$525.00. He, in 1941, built a garage on the property at an estimated cost of \$75.00. Now, he states here, he always believed he had 10 acres and not 9 as indicated by the Appraiser.

10 THE COMMISSIONER: Where is it indicated?

MR. CHERNIACK: I am not just sure where it is indicated.

I don't see now where we obtained the information, where the Appraiser had stated 9 acres; if he has not, I will be glad to apologise - no, your honour, I cannot find it now. In any event this exhibit will serve to confirm the claimant's statement that he had 9 acres of land. It sets out the buildings were much newer and in better condition than described by the Appraiser. I think we should indicate which of the buildings he says are his, that is house number 2, the first shed 30 x 35; we think that must be the one because it is closest to the dimensions of the shed he sets out, and a garage 12 x 16. These three buildings are set out by the claimant and he states he believes that the property was worth at least \$800.00. It should be indicated, your honour, that we will expect the Custodian to show the apportionment of the purchase price as between the claimant's property and that of Tomita's

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6/
M. Arisa,
In Chief.

and the buildings which appear to be the ones belonging to the claimant. The total valuation is \$320.00 of the \$410.00 which are shown in this Appraisal, Exhibit B.

THE COMMISSIONER: He do not know anything about Tomita.

MR. CHERNIACK: No, sir.

Q Do you know where Mr. Tomita is?

A He has gone back to Japan.

Q Do you know when he left for Japan?

A He was repatriated on the last boat.

10 MR. CHERNIACK: Well, apparently there is no claim being
made this session. I was indicating the value of the
houses which would appear to be the claimant's buildings
and showing the value at \$320.00 out of the total
valuation of \$410.00. Also I should indicate on the
Appraiser's valuation on the real property, assuming
what the claimant says is correct as to the area cleared,
3 acres having been cleared and valued at \$80.00, would
be \$240.00 for his share of cleared land.

20 Q Mr. Arisa, you say you had 10 acres of land and 3 acres
were cleared. According to the Appraisal, there was
quite a bit of river, creeks and slough on the whole of
the land that was owned by you and by Tomita; do you
think you could estimate how much of that bad land was
yours and how much was Tomita's?

A About 3 acres was really bad.

Q Do you mean that out of the 7 uncleared acres of your
land about 3 acres was bad land?

A About 3 acres out of the 10.

30 Q That means that 7 acres was good land of which 3 were
already cleared and 4 could be cleared and put to good

2.
H. Arise,
in Chief.

Inventory ---

MR. FERG: Yes.

MR. CHERNIACK: Well, I think my statement is correct that they are the same. In any event the Custodian is not disputing having inventoried all goods which we are claiming because they are all shown in the analysis as 'not accounted for; theft, etc.'

THE COMMISSIONER: What are shown as summaries, I wonder about that.

10 MR. CHERNIACK: Well, possibly my learned friend has a copy of the sales sheet which would indicate that.

MR. FERG: It might be in the master file.

MR. CHERNIACK: While he is looking that up I would just state Exhibit 2 sets out the larger items as to date of purchase and cost price and as to estimated value and it sets out what he believes to be a fair market value after having allowed for depreciation.

20 THE COMMISSIONER: In 'not accounted for and theft', there is carried out all the items with the exception of the tools and kitchen range, do you see that, Mr. Cherniack?

MR. CHERNIACK: Yes.

THE COMMISSIONER: Well, there is \$1.90 there that you do not know what it covers.

30 MR. CHERNIACK: I would say that is the Custodian's problem, your honour. We are giving him credit for it, it is in our claim, we are showing a credit of \$24.65, just in case it includes something we are claiming for. We are giving credit for that although we do not know what it represents. These goods for \$1.90 may be

9.
M. Arisa,
In Chief.

something they included before inventorying but we are giving credit for it.

MR. FERG: It seems, your honour, that this file is mixed up with another file, of his brother, and there is no definite record of what the amount 'summaries \$1.90' refer to in the Analysis Sheet, Exhibit 4, is made up of. The Custodian may be able to explain that. It is submitted, your honour, that the real property sold at its fair market value and that the chattels sold, that have been sold, were sold at their fair market value and that the amounts claimed for the articles not found due to theft, etc., the amount claimed is excessive and unreasonable.

CROSS EXAMINATION BY MR. FERG:

Q Mr. Arisa, you are claiming for a kitchen range, the sum of \$65.00, when did you buy the range?

A 1939.

Q Second-hand when you bought it? A Brand new.

20 Q Bought at a retail store? A No, at Woodward's Departmental Store.

Q It was a merchant who sold it to you, or was it a second-hand store? A Woodward's Department Store.

Q And you paid \$65.00 for it? A I think I paid \$65.00.

Q Now, these kitchen cabinets, did you make them yourself?

A Yes.

Q They are home-made cabinets? A Yes.

Q When did you make them? A 1939.

30 Q Are you a cabinet maker? A Yes.

Mr. Ariss,
 Cf. Exam.

Q Did you make cabinets regularly, right along?

A Yes, sometimes.

Q Now the beds, you are claiming for two beds, when did you purchase those beds? A One was bought

around 1935 or 1937 and the other one was bought in 1940.

Q Were they bought new? A One was bought new.

Q Which one? A The wooden one.

Q The one you purchased in 1935 or the one in 1940?

10 A The 1940 one is a new one.

Q What did you pay for it? A I bought that as a set and I paid \$180.00 for the whole set.

Q They included other articles? A Yes.

Q What did you pay for the bed you bought in 1935?

A \$15.00.

MR. FERG: No other questions, your honour.

THE COMMISSIONER: All right.

RE-EXAMINED BY MR. CHERNIACK:

20 Q How long have you been a cabinet maker, Mr. Ariss?

A About ten years.

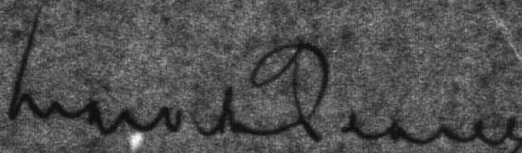
Q And were those cabinets for which you are making claim, these two kitchen cabinets, were they finished, were they salable? A Yes.

Q And they could be put on the market and sold, is that correct? A Yes.

MR. CHERNIACK: Thanks.

THE COMMISSIONER: All right, we will adjourn until ten o'clock to-morrow morning.

Certified to be a true and accurate transcript.

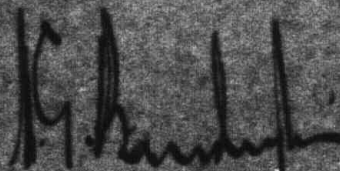


MARK H. PEARSON, ST.,
OFFICIAL REPORTER.

CERTIFICATE

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I, the undersigned Sub-Commissioner hereby
certify that the foregoing 10 pages of typewritten matter
contain a true and accurate record of the sub-commission
held in the Law Courts Building, Winnipeg, Manitoba, at the
time and date first above mentioned.



SUB-COMMISSIONER

DEFENCE BRIEF

Winnipeg, Manitoba.
20th September, 1949.
V.L.A. - A-6.

MIVORO ARIZA

File No. 5992

Case No. 925

REAL PROPERTY SUMMARY
(All claims shown are Gross)

Amended Claim (1)

South $\frac{1}{2}$ of Lots 1, 2, 3 & 40
of the W. $\frac{1}{2}$ of Sec. 20, Twp. 12,
Map 1161, Mun. of Maple Ridge,
D.N.W.

\$800.00

Appraised at
See Exhibit #3

Sold for
\$294.00

Witness: D. Dodding, Appraiser.

References: Transcript P.4, lines 28-30:-
Claimant states he planted about 40 mixed
fruit trees.
There is no mention of any fruit trees
on appraisal report. However, fruit
trees are mentioned on JP. Form and on
J. Moryson's report June 10/42.

Transcript P.5, lines 27-30, P.6, lines
1&2:- "It should be indicated, your
honour, that we will expect the Custodian
to show the apportionment of the purchase
price as between the claimant's property
and that of Tomita's and the buildings
which appear to be the ones belonging to
the claimant".

Note: This property was appraised along
with Lots 41 & 42 of W. $\frac{1}{2}$ of Sec. 20,
Map 1161. I telephoned Mr. McKay's office
last week in January requesting breakdown.
No reply has been received to date. Feb. 2/49.

PERSONAL PROPERTY SUMMARY
(All claims shown are Gross)

Chattel Claim (2)

\$198.00

(a) Goods valued by claimant
at \$75.50

Sold for
(Auction) \$24.75

Witnesses: W. E. Anderson, Staff.
C. Spenser Pallot, Auctioneer.

(b) Goods valued by claimant
at \$22.75

Declared not found.

Witness: J. Moryson, Staff
(to prove report June 10/42).

Mivore ARIZA - File No. 5992, Case No. 925.

(c) Goods valued by claimant
at \$3.00

No record at anytime.

Witness: J. Moryson, Staff.

(d) Goods valued by claimant
at \$96.75

Not accounted for, theft, etc.

Witness: J. Moryson, Staff.

References: Transcript P. 2, lines 24 & 25:- Withdrawing claim for the share of the Maple Ridge Co-operative.

Transcript P. 8, lines 23-30, P. 9, lines 1-7:
"The Commissioner: Well there is \$1.90 there that you do not know what it covers.
Mr. Cherniack: I would say that is the Custodian's problem, your honour. We are giving him credit for it, it is in our claim, we are showing a credit of \$26.65, just in case it includes something we are claiming for. We are giving credit for that although we do not know what it represents. These goods for \$1.90 may be something they included before inventorying but we are giving credit for it.

Mr. Ferg: It seems, your honour, that this file is mixed up with another file, of his brother, and there is no definite record of what the amount 'sundries \$1.90' refer to in the Analysis Sheet, Exhibit 4, is made up of. The Custodian may be able to explain that."
The only record we have on file is - sundries \$1.90 as per auction sheet on claim file.

Submission:

Transcript P. 9, lines 7-13:- "It is submitted, your honour, that the real property sold at its fair market value and that the chattels sold, that have been sold, were sold at their fair market value and that the amounts claimed for the articles not found due to theft, etc., the amount claimed is excessive and unreasonable".

<u>Summary of Defence</u> <u>Witnesses</u>	<u>Where Required</u>	<u>Summary of Documents</u> <u>to be filed</u>	<u>Witness</u> <u>Proving same.</u>
D. Dodding	(1)		
W. E. Anderson	(2)a		
C. Spencer Pallot	(2)a		
J. Moryson	(2)b,c,d.		

Name of Claimant

ARIZA, Myrae

Case

923

Custodian File

3992 4-27-53

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		Sale Price			Total Award 125% of all Sale Prices	
						% of Total	Amount				% of Total	Amount
					561.50						833.56	
											267.50	
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					
75.50	34.75	7.42	32.76%	22 122.50	40.13			47.57				
TOTAL RECOMMENDATION										540.63		

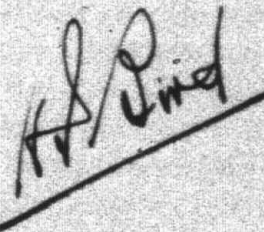
CLAIM NO. 925 - Miyozo ARIZA

The property of this claimant situate near Haney B.C. was contiguous to that of Michio Tomita. The properties of the two men were appraised by an S.S.B. Appraiser as if they had been one holding, at a total value of \$1012.55, and upon distribution of the proceeds by the Custodian Ariza received only \$294.00, whereas his share calculated on the basis of the S.S.B. appraisal was in fact \$561.50.

No claim has been made by the owner of the contiguous property, Michio Tomita.

In the circumstances Counsel recommend payment to the claimant of the sum which he should have received, i.e. \$267.50, and further that the sale price to him should be adjusted to the correct figure of \$561.50. In this recommendation I concur.

The claimant will be entitled to the benefit of the foregoing recommendation, calculated on the basis of a selling price of \$561.50.



Commissioner.

February 1st 1950.