

11901

PERSONAL

BUREAU HASTINGS PARK

FILE NO. _____

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: SUGINOBU, Keizo
HOME ADDRESS: 325 - Jackson Ave., Vancouver, B. C.
REGISTRATION NUMBER 08875 SEX: Male AGE: 39
OCCUPATION: Logger

(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: Powell Lbr. Co., Garibaldi, B. C.

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Chizue

ADDRESS OF WIFE OR HUSBAND: 325 - Jackson Ave., Vancouver, B. C.

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: None

AGE OF CHILDREN: None

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

1. LOCATION AND DESCRIPTION: _____

2. BUILDINGS AND OTHER IMPROVEMENTS: _____

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

4. TAXES (Amount and where payable) _____

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

6. OCCUPANCY AND LEASES (If vacant so state) _____

7. STATE WHEREABOUTS OF TITLE DOCUMENTS:

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST.

9. IF FARM LAND STATE CROPS SOWN

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 325 - Jackson Ave., Vancouver, B. C.

2 Storey, 7 roomed, wooden frame building. Lives in one room on second floor, front room.

2. LANDLORD'S NAME AND ADDRESS: T. Watenebe, 325 - Jackson, Ave.,

Vancouver, B. C.

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

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

One 1936 Chev. Coach. Serial No. 5100900871. License No. 92092

In the custody of the R.C.M.P.

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

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

CLAIM ON ANY SUCH PROPERTY

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: _____
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom): _____
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) _____
8. BANK ACCOUNTS: _____
9. LIFE INSURANCE: _____
10. INTEREST IN ANY ESTATES OR TRUSTS: _____
11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: _____
2. TRADE DEBTS: _____

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 27th day of July 1942.

(Signature) 14. Suginobu

CC Duffley
Witness

FOR DEPARTMENTAL USE _____

P.D.

INFORMATION FROM R.C.M.P.

11901

DATE Sept. 9/43

Our File No. 11901

Full Name SUGINOBU, Keise
(Surname in Block Letters)

Registration No. 08875 Male - Female
(Check) Age Jan. 22, 1903

Former Address Watanabe Camp, Porpoise Bay, Sechart, B. C.
Garibaldi, B. C.

Date Evacuated 21/3/42 Naturalized - Canadian-Born - National
(Check)

Present Address Lemon Creek, Slocan, B. C.

X/R - 29/10/46 - c/o C.P. Lumber Mills Bldg, Vancouver, BC

Married - Single
(Check) Name of Wife Shizue #08876 - File 11870.

Name of Husband _____

Name of Mother Dec'd Name of Father Dec'd

Names of Children under 16 _____

Requested by CM Registered with Custodian no
(Yes or No)

Additional Information Logger.

LETTER OF AUTHORITY TO THE CUSTODIAN

Name: SUGINOBU, Keizo

Custodian File No: 11901

VAVENBY B.C.
Address

FEB. 12 1951
Date

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

Dear Sir:

Re: Credit in the sum of \$177.35 for
chattels left at 500-508 Cordova Street

I have received a communication from the National Japanese Canadian Citizens Association advising that it has received a request from Mr. Tadayoshi Sakamoto to assist him in determining the wishes of the following named persons whose chattel properties were stored on the property of Tadayoshi Sakamoto at 500-508 Cordova Street, Vancouver, B. C.

Since no identification is possible as to the ownership of the aforementioned chattel properties sold for which there is a credit of \$177.35 in the Custodian's books, the undersigned find Mr. Sakamoto's proposal for the division of the said sum acceptable, believing that he has made every effort to be as fair as possible to all concerned respecting their properties.

I hereby agree to the proposal to payment and authorize you to pay to the following named persons the amounts indicated so as to close your books in respect of this account.

<u>Name</u>	<u>Address</u>	<u>Custodian File No.</u>	<u>Payment</u>
Seizen HIGA	69 Durie Avenue, Toronto.	11821	\$ 7.35
Chikayoshi YAMADA	R. R. #3, Vernon, B. C.	14151	20.00
Keizo SUGINOBU	Vavenby, B. C.	11901	20.00
Yoichi TOKUDA	295 Victoria Avenue, Kamloops.	11018	20.00
Shoichi NISHIMURA	33 Howard Avenue, Toronto.	3676	20.00
Yosaku HORIUCHI	1261 Everett Avenue, Apt. 8, Montreal		20.00
Kametaro AKIYAMA	3653 Hutchinson Street, Montreal	11147	20.00
Tadayoshi SAKAMOTO	22 Albermarle Avenue, Toronto.	11110	20.00
Michi ONODERA	1070 Logan Avenue, Winnipeg.	15240	30.00

\$177.35

Yours truly,

Keizo Sugino

Keizo Sugino

11901.

mailed 26/9/47

September 23rd, 1947.

Mr. Keise SUGINOBU,
Registration No. 08875,
c/o C. F. Lumber Mills Ltd.,
VERNON, B.C.

Dear Sir,

This file is up for review in connection with the closing of inactive accounts, and we take advantage of this opportunity to give you a brief resume of our administration of your affairs.

Real Property: When signing a Custodian "JP" form on the 27th July, 1942, you did not declare ownership of any real property in the protected areas of British Columbia, but our records show you to be the holder of an unregistered Deed from the Esquimalt & Nanaimo Railway Company, registered owners, covering a parcel of 546.5 acres of Timberland in the Helmcken district of Vancouver Island, and further, that you completed logging the timber on this land in November, 1940.

Your interest in this land vested in the Custodian and the following expenses were incurred in carrying out our regular procedure in connection with such interests:

Sep. 28/'43	Certificate of Encumbrance	\$ 1.00	
Aug. 11/'44	Valuation fee	" 8.50	
Nov. 17/'44	Advertising for sale	" 4.00	\$ 13.50

On the 25th August, 1945, you signed a Statutory Declaration to the effect that you had no further interest in this land. Custodian vesting was therefore cancelled, and we understand the land is now being advertised for tax sale, on September 27th.

Personal Property: The only personal property declared by you when completing your Custodian "JP" form was the 1936 Chevrolet referred to below. In our letter of the 15th March, 1945, we disclaimed any responsibility for the small quantity of chattels referred to in your letter of the 25th February, 1945, as having been left in a Vancouver Rooming House three years earlier.

As advised you on the 12th January, 1943, the Chevrolet Coach declared by you was sold for \$360.00, net proceeds (\$329.20) being credited to your account on the 12th January, 1943.

23/9/1947.

Funds: There is a balance of \$315.70 standing at the credit of your account at the present time and to enable us to close this account, as mentioned at the beginning of this letter, we enclose our cheque in your favour for \$315.70.

This would appear to account for all property of every kind left by you in the protected area which vested in the Custodian, and in order that you may confirm this we enclose a stamped addressed envelope for your convenience.

Yours truly,

R. G. Bell,
Office of the Custodian.

B.

REGISTERED.
Encl.

11901.

October 29th, 1946.

C. D. Orchard, Esq.,
Chief Forester,
Department of Lands and Forests,
Forest Service,
VICTORIA, B. C.

Dear Sir:

Re: Keizo SUGINOBU - Reg. No. 08875
and Block 227, Halmcken District.

We are in receipt of your account No. 764 for \$32.76, addressed to "Title Examiner" at this address, being Forest Protection Fund charge against the above land for the period, April 1st, 1946, to March 31st, 1947.

When declaring his assets to the Custodian at time of evacuation (July 27/42) the above evacuee did not include this property, but search by our Titles Examiner brought to light that although the Esquimalt & Nanaimo Railway Company are still the registered owners of the property:

- (A) They executed an Agreement for Sale, dated July 7th, 1926, in favour of George W. Mutter.
- (B) George W. Mutter assigned a one-third interest in this agreement to Gerald Lindsay-Dickson on May 25th, 1927.
- (C) George W. Mutter assigned all interest in his agreement to Gerald Lindsay-Dickson Feb. 10/28.
- (D) Gerald Lindsay-Dickson assigned his interest to Keizo SuginoBU on Nov. 9/33.
- (E) The Esquimalt & Nanaimo Railway Company, registered owners, advised having executed a Deed of Conveyance to Keizo SUGINOBU on Jan. 17/39.
- (F) The Provincial Department of Lands reported that Keizo SUGINOBU completed logging operations in November, 1940.
- (G) Keizo SUGINOBU sent in an affidavit, dated Aug. 25/45, to the effect that he had no further interest in above land.
- (H) The Custodian, on Sept. 7/45, lifted his vesting of Keizo SUGINOBU'S interest in this property and consequently has no interest therein.

(Over)

C. D. Orchard, Esq.

Page 2.

October 29th, 1946.

For your information we would add that Mr. Sugimoto's address at the present time is:

Mr. Keizo SUGIMOTO,
Registration No. 08875,
c/o C. P. Lumber Mills Ltd.,
VERNON, B. C.

Yours very truly,

R. G. Bell,
Office of the Custodian.

RGB/P.

11901

April 30th, 1946.

MEMORANDUM

To: Mrs. McArthur,

From: Ian Macpherson.

Re: Blk. 227, Halmecken District.
Kaizo SUGINOBU.

Referring to my memorandum to you of April 24th. I have now received from the Esquimalt and Nanaimo Railway Land Department with other documents in the matter, the duplicate Assignment of interest of G.W. Mutter to Kaizo SUGINOBU on which the railway company issued a Deed to the land to SUGINOBU. These documents are attached.

As to your query as to what SUGINOBU got for his money, it would appear that he got all the merchantable timber and disposed of it and is satisfied that the property is of no further value to him.

In view of Mr. Dickie's valuation of \$500.00 with unpaid taxes of \$400.00 I was instructed to vacate the vesting filed, and a new vesting cannot be filed without consent of the Minister of Justice. Whether this should be done is a matter for Administration. No offers were received by advertising the parcel. The property is about 2 miles southwest of Cowichan station.

Mr. SUGINOBU has made notarial declaration that he has no longer an interest in the land. It may be assumed, since he holds a deed of it, that he does not consider it worth the taxes due. He has to his credit with the Custodian \$329.20, and the taxes are a personal liability.

As the Custodian's vesting has been vacated the land can now be sold for taxes. We are no longer interested in the title.

I have not yet acknowledged receipt of documents from the Railway Company.

IM:EL

11901

April 24th, 1946.

MEMORANDUM

To: Mrs. MacArthur,

From: Ian Macpherson.

Mr. Bell has asked me to give you a précis of the interest of Keisei SUGINOHU, registration number 38675, in Block 227, Heladen District.

His supposed interest came to our attention through notice from the Department of Lands of a claim of \$32.75 for Timber Taxes on the 22nd April 1942. Mr. Suginozu did not declare any interest in this land in his JP form and a search of Title revealed that the registered owner was the Esquimalt and Nanaimo Railway Company, subject to Right of Purchase in favour of G. Lindsay-Dickson, assigned with the consent of the vendor on the 10th February 1928 to G. W. Hutter. A vesting of Suginozu's supposed interest was filed on the 4th March 1942, and Vacated on the 5th September 1945 after investigation of his interest.

The Esquimalt and Nanaimo Railway Company informed us that Suginozu had acquired the land in 1934 from the company and a Deed of conveyance was given to him on the 17th January 1939. This deed was not registered and is presumably in the possession of Suginozu.

The Provincial Department of Lands reported that Suginozu had completed logging operations in November 1940 and on the date of their report the land was wild land. For the Custodian Mr. H. W. Dickie made an inspection of the land and reported its value at \$500.00, taxes on the 15th January 1946 amounted to \$400.62. Through the Department of Labour, a sworn statement was obtained from Suginozu to the effect that he had no further interest in this parcel of land. The property was advertised in the Catalogue prior to vacating the vesting and there is no record of an offer on file. There has been paid out according to the ledger statement for Certificate of Insurance \$1.00 valuation \$8.50 advertising \$4.00, a total of \$13.50. Suginozu was credited with the balance of sale price of a truck \$329.20 leaving a present credit of \$315.72.

IM:EL

(COPY)

CANADA

DEPARTMENT OF LABOUR
JAPANESE DIVISION

Lemon Creek, B. C.

TO WHOM IT MAY CONCERN

I, Keizo SUGINOBU, Reg. No. 08875, hereby declare that I have no further interest in the parcel of land known as Block 227, Helmcken District, Vancouver Island, comprising 546.5 acres more or less, which was held under unregistered Deed of Conveyance dated 17th of January, 1939 from the Esquimalt and Nanaimo Railway Company.

Declared before me at Lemon Creek

In the Province B. C.

On the 25th day of August

1945.

"Keizo SuginoBU"

"J. S. Burns"

Commissioner In and For the Province of B. C.

11901.

April 23rd, 1945.

Messrs. J. H. Whittome & Co. Ltd.,
Whittome Building,
Duncan, B. C.

Dear Sirs:

Re: Keizo SUGINOWA - Reg. No. 08875.

A parcel of Wild Land (said to contain 546 acres) is assessed to the above Evacuee, who apparently holds it under an unregistered Deed of Conveyance (dated 17/1/1939) from the Esquimalt & Nanaimo Railway Company.

The assessed value of this parcel is \$1600.00 but it is possible that its actual market value is less than accumulated arrears of taxes (\$339.07 plus interest) and Forest Branch claim (\$32.76) and we are desirous of having a report on the property. To facilitate identification of the property, which is in the Helmcken Land District, we enclose a copy of current (1945) tax notice and at foot quote the full description of the property contained in the Deed of Conveyance, and we would be obliged if you would let us have the desired report and valuation, the cost of which should be kept as low as possible.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.
Encl.

Block 227 Helmcken District: Commencing at the South-west corner of Lot 29 Helmcken District, Thence Northerly along the West boundary of the said Lot 29, a distance of 59.19 chains more or less to the South-east corner of Lot 40 Helmcken District. Thence Westerly along the south boundary of the said Lot 40, a distance of 40.74 chains more or less to the South-west corner of the said Lot 40. Thence Southerly at right angles 12.00 chains.

(Over)

Messrs. J. H. Whitton & Co. Ltd.

April 23rd, 1945.

Thence Westerly at right angles 10.00 chains. Thence Southerly at right angles Forty (40.00) chains. Thence Westerly at right angles 10.00 chains. Thence Southerly at right angles 11.05 chains more or less to the North boundary of Lot 179 Halsken District. Thence Easterly along the North boundary of said Lot 179, a distance of 12.70 chains more or less to the North-east corner of said Lot 179. Thence Southerly along the East boundary of said Lot 179, a distance of 19.09 chains more or less to the South-east corner of said Lot 179. Thence Westerly along the South boundary of the said Lot 179, a distance of 17.40 chains more or less to a post North of the North-west corner of Lot 187, Halsken District. Thence South, 48 links more or less to the North west corner of said Lot 187. Thence South-easterly along the North boundary of the said Lot 187, a distance of 22.72 chains more or less to the North-east corner of the said Lot 187. Thence South-westerly along the East boundary of the said Lot 187, a distance of 16.7 chains more or less to the North-westerly boundary of Lot 188 Halsken District. Thence North-easterly 4.68 chains more or less to the most Northerly corner of the said Lot 188. Thence South-easterly along the North-easterly boundary of the said Lot 188, a distance of 22.72 chains more or less to the most Northerly corner of Lot 192 Halsken District. Thence South-easterly along the North-easterly boundary of the said Lot 192, a distance of 19.83 chains more or less to the most easterly corner of the said Lot 192. Thence South-easterly, 92 links more or less to the South-west corner of Lot 174 Halsken District. Thence North easterly along the West boundary of the said Lot 174, a distance of 20.76 chains more or less to the South boundary of Lot 172 Halsken District. Thence North-westerly 32 links more or less to the South-west corner of the said Lot 172. Thence North-easterly along the West boundary of the said Lot 172, a distance of 14.60 chains more or less to the South boundary of Lot 171 Halsken District. Thence Westerly 1.34 chains more or less to the South-west corner of the said Lot 171. Thence Northerly along the West boundary of the said Lot 171, a distance of 22.72 chains more or less to the North-west corner of the said Lot 171. Thence Easterly along the North boundary of the said Lot 171, a distance of 6.877 chains more or less to the South-west corner of Lot 39 Halsken District. Thence Northerly along the West boundary of the said Lot 39, a distance of 17.93 chains more or less to the point of commencement. As shown outlined in Red on annexed Plan representing a survey completed on the 12th day of August 1926, and containing 546.5 acres more or less.

ROYAL CANADIAN MOUNTED POLICE

Detachment

Seizure No.

FOR USE WHEN APPLICABLE

EXHIBIT REPORT

Detachment File No.
 Sub-Division File No.
 Division File No. **2 200-0-13-3**
 Headquarters File No.

Detachment
 Sub-Division
 Division **"E"**
 Date **March 11th**

19 42

RE: **WATANABE ?** (particulars on bottom of sheet)
NAME OF FILE

On **March 11th,** 19 **42** I

H.P. Price, RCMP
MEMBER'S NAME

Came into possession of the following goods by:-

SURRENDER UNDER O.I.C. P.C. 1486

K. SUGINOBU
BY THE SURRENDER AUTHORITY, ETC., WHETHER BY SEARCH WARRANT, ETC.

NO. OF PAGES	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
		<p>LICENSE NO. (41) 92092 MAKE & MODEL 36 Chev. coach SERIAL NO. 5100900871 ENGINE NO. SPEEDOMETER READING 46248 CONDITION</p> <p>appears fair</p> <p>EXTRA EQUIPMENT</p> <p>NONE</p> <p>DESCRIPTION & CONDITION VERIFIED</p> <p> <i>Yamada Yonada</i> 04085 delivered by Signature of Owner YAMADA, Nagasaka. Japanese Registration No. </p> <p> Handed over to representative of Custodian whose signature in receipt thereof appears hereunder </p> <p> <i>B. J. Price</i> March 11/42 </p> <p>DATE:</p> <p> <i>B. J. Price</i> SIGNATURE OF MEMBER SUBMITTING REPORT </p>

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

PHONE PACIFIC 8131
PLEASE REFER TO
FILE NO. 11901

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

January 12, 1943.
(sent March 19/43)

Mr. K. SUGIMOTO,
Reg. No. 03875,
Slocan Extension, B. C.

Dear Sir:

Our No. C90

Re: Motor Vehicles

Your Chevrolet Coach

which was surrendered to the Authorities, has been
sold for \$360.00

Charges against your car were as follows:

Liens \$

Administrative Expenses \$ 30.80

The Balance thereafter remaining of \$ 329.20

has been placed to your credit in our trust account.

Yours truly,

Specified Articles Department.

RPA:MA
JH

✓

REAL PROPERTY SUMMARY

Catalogue No. 547.

File No. 11901.

Name: Keizo SUGINOBU.

Reg. No. 08875.

Address: About 2½ miles from Cowichan Station on the E. & N. Railway.

Legal Description: Block 227, Helmcken District.

Classification: 546.5 acres of Logged off Timberland (now assessed as Wild Land).

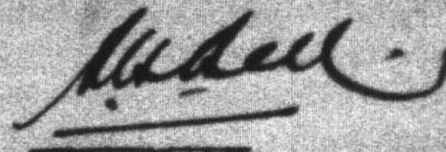
Registered in the name of: THE ESQUIMALT AND NANAIMO RAILWAY COMPANY.

State of Title (No. 7434-A): The following chain of events is the history to this date of Keizo SUGINOBU'S interest in this property:

- (A) On July 7/26 the registered owners, the E. & N. Railway Co., executed an Agreement for Sale in favour of George W. Mutter.
- (B) George W. Mutter assigned a one-third interest in this agreement to Gerald Lindsay-Dickson on May 25th, 1927.
- (C) George W. Mutter assigned all interest in his agreement to Gerald Lindsay-Dickson Feb. 10/28.
- (D) Gerald Lindsay-Dickson assigned his interest to Keizo SUGINOBU on Nov. 9/33.
- (E) The Esquimalt & Nanaimo Railway Company, registered owners, advised having executed a Deed of Conveyance to Keizo SUGINOBU on Jan. 17/39.
- (F) The Provincial Department of Lands reported that Keizo SUGINOBU completed logging operations in November, 1940.
- (G) Keizo SUGINOBU sent in an affidavit, dated Aug. 25/45, to the effect that he had no further interest in above land.
- (H) The Custodian, on Sept. 7/45, lifted his vesting of Keizo SUGINOBU'S interest in this property and consequently has no interest therein, at the same time writing off this number in Custodian catalogue.

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

29th October, 1946.



LIABILITIES SUMMARY

File 11901.

Keiso SUGINOBU.

Reg. No. 06875.

\$32.76 Department of Lands and Forests, Forest Branch, Victoria.
Account, dated Apr. 22/42. Forest Protection Fund, for
period, Apr. 1/41 to Mar. 31/42.

\$32.76 Department of Lands and Forests, Forest Branch, Victoria.
Account, dated Apr. 1/46. Forest Protection Fund, for
period, Apr. 1/46 to Mar. 31/47.

On the 29th October, 1946, claimants were given evacuee's
address for any action they may wish to take.

There are no other claims recorded in this file.

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

29th October, 1946.



RCB/7.

GENERAL SUMMARY

File 11901.

Keizo SUGINOBU.

Reg. No. 08875.

This 39-year old Logger, a Japanese-National, signed a Custodian "JP" declaration form on the 27th July, 1942. He was evacuated on the 21st March, 1942.

His wife, Shisue, File 11870, signed a Custodian "No Property" card on the 27th July, 1942, and her file discloses no evidence of either assets or liabilities. She was evacuated on the 31st August, 1942.

The following is a summary of the contents of this file as disclosed by a review made today.

Real Property: See Real Property Summary for particulars of a parcel of 546.5 acres of logged-off Timberland situated in the Helmsken District of Vancouver Island. This was not declared by Keizo SUGINOBU but on finding that he was the holder of a Deed from the registered owners (B. & N. Railway) it was included in Custodian Catalogue under No. 547, but was later withdrawn on learning that evacuee had abandoned this land to tax sale.

Personal Property: No chattels were declared at time of evacuation, and this office disclaimed (Mar. 15/45) responsibility for a small quantity declared in a letter dated Feb. 25/45, for particulars of which see Chattels Schedule dated Oct. 29/46.

Specified Articles: See Specified Articles Summary, dated Jan. 7/44, for particulars of 1935 Chevrolet Coach, sold (Dec. 1/42) for \$360.00, net proceeds (\$329.20) being credited to this account, and evacuee advised, Jan. 12/43.

Bills Receivable: None.

Bonds, Shares, etc.: None.

Bank Accounts: None.

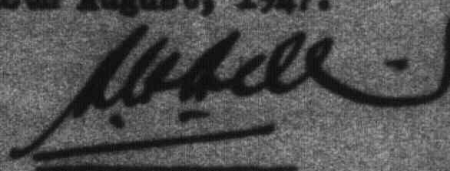
Life Insurance: None.

Liabilities: The only claim recorded in this file is that filed by the Provincial Department of Lands and Forests for Forest Protection Fund annual charge. Claimants were referred to evacuee Oct. 29/46.

Funds: There is a credit balance of \$315.70 in this account at the present time.

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

28th August, 1947.



RGB/P.

✓

MEMORANDUM

To: File 11901

January 7, 1944.

From: Specified Articles Department

Re: SUGINOBU, Keizo - Reg. 08875

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
CAR	1935 Chevrolet Coach No. C90 License No. (41) 92092	\$450.00

Sold to: Cyril T. Pitt

Date: December 1, 1942.

Selling Price: \$360.00

Hooker

✓

CHATEL'S SCHEDULE

File 11901.

Keizo SUGINOBU

Reg. No. 08875.

("JP" Form: July 27/42).

(Evacuated: Mar. 21/42).

"JP" Form (July 27/42):

<u>Shipped</u>	<u>Sold</u>	<u>Stored</u>	<u>Remarks</u>
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None.

Evacuee Lr. (Feb. 25/45):

- (1) Kitchenware (3 cases)
- (2) Rubber Hose (2 coils)
- (3) Beds, irons & springs (1 set)

} Left at B. C.
} Rooms, Vanc'r.,
} B. C.

E. & O. E.
29th OCTOBER, 1946.



REB/P.

NOTE: In our letter of March 15th, 1945, we advised this evacuee that: "All the effects left here, with the exception of certain trunks, boxes, etc., of purely personal things, have been sold at auction and the proceeds credited to the account of the owner of the rooms. We see no prospect of identifying your belongings among them."

11901

April 30th, 1946.

MEMORANDUM

To: Mrs. McArthur,
From: Ian Macpherson.

Re: Blk. 227, Melack District.
Keiso SUGINOBU.

Referring to my memorandum to you of April 24th. I have now received from the Esquimalt and Nanaimo Railway Land Department with other documents in the matter, the duplicate Assignment of interest of G.W. Nutter to Keiso SUGINOBU on which the railway company issued a Deed to the land to SUGINOBU. These documents are attached.

As to your query as to what SUGINOBU got for his money, it would appear that he got all the merchantable timber and disposed of it and is satisfied that the property is of no further value to him.

In view of Mr. Dickie's valuation of \$500.00 with unpaid taxes of \$400.00 I was instructed to vacate the vesting filed, and a new vesting cannot be filed without consent of the Minister of Justice. Whether this should be done is a matter for Administration. No offers were received by advertising the parcel. The property is about 2 miles southwest of Cowichan station.

Mr. SUGINOBU has made notarial declaration that he has no longer an interest in the land. It may be assumed, since he holds a deed of it, that he does not consider it worth the taxes due. He has to his credit with the Custodian \$329.20, and the taxes are a personal liability.

As the Custodian's vesting has been vacated the land can now be sold for taxes. We are no longer interested in the title.

I have not yet acknowledged receipt of documents from the Railway Company.

IM:ML



This Indenture,

made this seventeenth day of January
in the year of Our Lord one thousand nine hundred and thirty nine

Between the ESQUIMALT AND NANAIMO RAILWAY COMPANY, hereinafter called
"the Company," of the one part, and Meizo Suginobu, Logger, Cowichan Station, V.I.
B.C.

hereinafter called "the Purchaser" of the other part,

Witnesseth, that in consideration of the sum of Twelve thousand eight hundred and
fifty eight (\$12,858.00)----- dollars (\$-----)

of lawful money of Canada paid by the Purchaser to the Company, the receipt whereof the Com-
pany doth hereby acknowledge, the Company doth hereby, subject always to all and singular the
reservations, exceptions, provisos, conditions and provisions hereinafter referred to or hereinafter
contained and set forth, Grant and Convey unto the Purchaser his heirs and assigns
All that parcel or tract of land situate, lying and being in the district of Helmcken

Vancouver

Island, in the Province of British Columbia and more particularly known, numbered and described as

Block 227 Helmcken

District aforesaid,

as described in Schedule attached hereto, and said to contain five hundred and forty six 5/10
acres, more or less, and more particularly shown upon the plan or tracing hereunto annexed and
thereon outlined in red, To have and To hold the said land unto and to the use of the Purchaser
his heirs and assigns forever, subject nevertheless and always to the reservations, limita-
tions, provisos and conditions expressed and contained in the original grant thereof from and by the
Crown, and to all and singular the reservations, exceptions, provisos, conditions and provisions
hereinafter contained and set forth, that is to say:—

Saving and Reserving and there is hereby reserved to the Company its successors and assigns,
out of the grant and conveyance hereby made all coal, oil and fire-clay, and all mines and minerals
already found and existing or which may be found to exist within, upon or under the said land,
together with the full, free and absolute right, liberty, privilege, power and authority for all time to
come, by its and their officers, contractors, agents, servants, and workmen to enter into and upon the
said land to search, examine and prospect for coal, oil and fire-clay, mines and minerals as aforesaid,
with such full liberty of ingress, egress and regress for all time to come as may reasonably be required
for all or any such purposes, and the full, free and absolute right, liberty, privilege, power and
authority for all time to come by its and their officers, contractors, agents, servants and workmen as
aforesaid to enter into and upon the said land, and to mine, bore, dig, win, get and carry away
all the coal, oil and fire-clay, and all minerals in, upon and under the same, whether in mines, veins,
pits, beds, basins or deposits or in admixture of formations, or otherwise howsoever existing, and to
sink, drive, make and use mines, tunnels, open cuts, shafts, drifts, adits, courses, wells, flumes, pipes,
pipe lines and water courses, and erect and set up, maintain and operate buildings, tanks, power
houses, erections, fire, electrical and other engines and machinery, and such other works and appliances
as may be requisite or necessary for generating power, and to open, construct, maintain and use rail-
ways, tramways, pipe lines, roads and ways in, upon and under and over the said land, or any part or
parts thereof for the purpose of conveniently working, mining, boring, digging, winning, getting and
carrying away the said coal, oil, and fire-clay, mines and minerals, with such full liberty of ingress,
egress and regress for all time to come, in, over and upon the said land, as may reasonably be required
for all or any such purposes.

And Saving and Reserving Also and there is hereby reserved to the Company, its successors and assigns, out of the grant and conveyance hereby made, the right, full power and absolute authority at any time or times hereafter to take, resume, acquire, and use out of and being part of the said land, such parts of the said land as may be necessary or expedient for all or any of the purposes aforesaid, upon payment of reasonable compensation therefor (the amount of which in the event of same not being mutually agreed upon shall, upon the application of any or either of the parties interested therein, be summarily fixed and determined by the Judge of the County Court usually exercising jurisdiction in the District within which the said land is situate, and whose decision as to the amount of such compensation shall be final and conclusive).

And Saving and Reserving Also and there is hereby reserved to the Company, its successors and assigns, out of the grant and conveyance hereby made the right, full power and absolute authority at any time or times hereafter to enter upon the said land to make surveys for any line of railway, canal, ditch, aqueduct, pipe line, reservoir or irrigation works, and to enter upon, take, resume and acquire, keep and use such portions of the said land as may be required for and in connection with any such said railway, canal, ditch, aqueduct, pipe line, reservoir, or irrigation works, including rights of way, for ingress and egress thereto and therefrom over the said land, and also at any time or times hereafter to take, resume, acquire, and use out of and being part of the said land, a strip or strips of land one hundred feet in width, or so much of said strip or strips of land as may be within fifty feet of the said land, to be used as a right-of-way or for other railroad purposes whenever the railroad lines of the Company, or of the Canadian Pacific Railway Company, or either of them, their, or either of their successors and assigns, is or shall hereafter be located over or within fifty feet of the said described land, provided that the said Companies, or either of them, their, or either of their successors and assigns, shall, in addition to paying the actual value of any buildings or improvements on the said land affected thereby, pay for the land so taken or acquired for any such railway, canal, ditch, aqueduct, pipe line, or irrigation work, or for rights-of-way, or other railway purposes as aforesaid, a sum per acre not greater than twenty three 52/100th dollars, being the price per acre paid therefor to the Company by the Purchaser for the said land.

And Saving and Reserving Also and there is hereby reserved to the Company, its successors and assigns, out of the grant and conveyance hereby made, and to any person or persons, municipality or other legally constituted body acting in that behalf by its or their permission and authority, the right, full power and absolute authority to resume and re-possess any part of the said land which it may be deemed necessary to resume and re-possess, for making roads, highways, bridges, towing paths, or other works of public utility and convenience, so as to give access to the lands abutting and adjoining the said land or otherwise, so nevertheless that the land so to be resumed and re-possessed shall not exceed one-twentieth part of the whole of the said land hereby granted and conveyed, and that no such resumption or re-possession shall be made of any land upon which any buildings may have been erected, or which may be in use as gardens or otherwise for the more convenient occupation of any such buildings.

And the Company doth hereby, for itself, its successors and assigns, covenant with the Purchaser **his**-----heirs and assigns, that the Company hath power and full right to grant and convey the said land in manner aforesaid, and that it shall be lawful for the Purchaser **his** heirs and assigns, to enter upon and hold, occupy and enjoy the said land for **his** or their use and benefit, subject always to all and singular the reservations, exceptions, provisions, conditions and provisions aforesaid.

In witness whereof the Common Seal of the Company has been hereunto affixed by order of the Board of Directors.

Sealed by order of the Board of Directors made at a meeting held the Tenth day of June, A. D. 1920.

"A. F. Armistead"
Secretary

"C. W. McBaln"
For Vice-President

ATTACHED CONVEYANCE IS A TRUE COPY OF THE ONE BETWEEN ESQUIMAULT AND MANATIM
COMPANY AND KEIZO SUGINOBU DATED JANUARY 17th, 1939.

Lawrence

A Notary Public in and for
the Province of British Columbia

, 1943

BLOCK 227 HELMCKEN DISTRICT

Commencing at the South-west corner of Lot 29 Helmcken District, Thence Northerly along the West boundary of the said Lot 29, a distance of 59.19 chains more or less to the South-east corner of Lot 40 Helmcken District. Thence Westerly along the south boundary of the said Lot 40, a distance of 40.74 chains more or less to the South-west corner of the said Lot 40. Thence Southerly at right angles 12.00 chains. Thence Westerly at right angles 10.00 chains. Thence Southerly at right angles Forty (40.00) chains. Thence Westerly at right angles 10.00 chains. Thence Southerly at right angles 11.05 chains more or less to the North boundary of Lot 179 Helmcken District. Thence Easterly along the North boundary of said Lot 179, a distance of 12.70 chains more or less to the North-east corner of said Lot 179. Thence Southerly along the East boundary of said Lot 179, a distance of 19.09 chains more or less to the South-east corner of said Lot 179. Thence Westerly along the South boundary of the said Lot 179, a distance of 17.40 chains more or less to a post North of the North-west corner of Lot 187, Helmcken District. Thence South, 48 links more or less to the North west corner of said Lot 187. Thence South-easterly along the North boundary of the said Lot 187, a distance of 22.72 chains more or less to the North-east corner of the said Lot 187. Thence South-westerly along the East boundary of the said Lot 187, a distance of 16.7 chains more or less to the North-westerly boundary of Lot 188 Helmcken District. Thence North-easterly 4.68 chains more or less to the most Northerly corner of the said Lot 188. Thence South-easterly along the North-easterly boundary of the said Lot 188, a distance of 22.72 chains more or less to the most Northerly corner of Lot 192 Helmcken District. Thence South-easterly along the North-easterly boundary of the said Lot 192, a distance of 19.83 chains more or less to the most easterly corner of the said Lot 192. Thence South-easterly, 92 links more or less to the South-west corner of Lot 174 Helmcken District. Thence North easterly along the West boundary of the said Lot 174, a distance of 20.76 chains more or less to the South boundary of Lot 172 Helmcken District. Thence North-westerly 32 links more or less to the South-west corner of the said Lot 172. Thence North-easterly along the West boundary of the said Lot 172, a distance of 14.60 chains more or less to the South boundary of Lot 171 Helmcken District. Thence Westerly 1.34 chains more or less to the South-west corner of the said Lot 171. Thence Northerly along the West boundary of the said Lot 171, a distance of 22.72 chains more or less to the North-west corner of the said Lot 171. Thence Easterly along the North boundary of the said Lot 171, a distance of 6.877 chains more or less to the South-west corner of Lot 39 Helmcken District. Thence Northerly along the West boundary of the said Lot 39, a distance of 17.93 chains more or less to the point of commencement. As shown outlined in red on annexed Plan representing a survey completed on the 12th day of August 1926, and containing 546.5 acres more or less.

THE A.
RAILWAY

AUGUST

441 F

Dated January 17th 1939

ESQUIMALT AND NANAIMO
RAILWAY COMPANY

TO

Keizo Sugimoto

CONVEYANCE

made the 9th day of November in the year
of Our Lord One thousand nine hundred and thirty-three

BETWEEN:

GERALD LINDSAY DICKSON of the City
of Victoria in the Province of
British Columbia (hereinafter called
"the Vendor")

AND:

OF THE ONE PART

ERIKO SUKUNEN of Chetumal in the
said Province, Logger (hereinafter
called "the Purchaser")

OF THE OTHER PART

WHEREAS the Vendor is the owner of ALL THAT piece or
parcel of land (hereinafter called "the said lands") situate lying
and being in the District of Helmcken on Vancouver Island in the
Province of British Columbia more particularly known and described
as Block 227 Helmcken District containing Five Hundred and Forty-
six and five-tenths (546 5/10ths) acres more or less and shown on
Plan attached to a certain contract (hereinafter called "the said
contract") dated the 7th day of July, 1926 and made between the
Esquimalt & Nanaimo Railway Company (hereinafter called "the Rail-
way Company") of the one part and George W. Mutton of the other
part subject to the terms and conditions exceptions and rights of
way and other reservations and the terms and conditions set forth
in the said contract and subject also to the Reservations excep-
tions and provisions contained in the original grant of the said
lands by the Crown

AND WHEREAS there is now due and owing to the Railway
Company under or by virtue of the said contract the sum of Eight
thousand Five hundred and seventy-two Dollars (\$8,572.00) together
with interest thereon calculated to the date of these presents
amounting to Six hundred and Ninety-one Dollars and seventy-two

cents (\$691.72) and there is due to the Provincial Government the sum of Two Hundred and Fifty-seven Dollars (\$257.00) for Taxes assessed upon the said lands

NOW THIS AGREEMENT WITNESSETH as follows:

1. That the Vendor hereby agrees to sell to the Purchaser and the Purchaser hereby agrees to purchase of and from the Vendor the said lands for the price and subject to the terms covenants and conditions herein set forth
2. The purchase price for the said lands shall be paid and satisfied as follows, that is to say:- by the payment by the Purchaser to the Vendor of the sum of Fifteen Hundred Dollars (\$1500.00) on the execution of these presents (the receipt whereof is hereby acknowledged) and by payment by the Purchaser to the Vendor of the further sum of Fifteen Hundred Dollars (\$1500.00) on the ninth day of May One thousand nine hundred and thirty-four together with interest thereon as well after as before maturity at the rate of six (6) per centum per annum and by the Purchaser assuming the liability for the payment to the Railway Company of the respective sums of Eight thousand Five hundred and Seventy-two Dollars (\$8,572.00) and Six Hundred and Ninety-one Dollars and seventy-two cents (\$691.72) and to the Provincial Government of the said sum of Two Hundred and Fifty-seven Dollars (\$257.00) and assuming liability for the payment of all moneys remaining payable under or by virtue of the said contract or in respect of the said Taxes and observing and performing all the covenants and conditions set forth in the said contract and to be observed and performed by the Purchaser therein described
3. The Purchaser hereby covenants and agrees with the Vendor as follows, that is to say:-
 - (a) To pay to the Vendor the said sum of Fifteen Hundred Dollars (\$1500.00) on the said ninth day of May One thousand nine hundred and thirty-four together with interest thereon as well after as before maturity at the rate of six (6) per centum per annum and also to pay all moneys now and hereafter to become due and payable to the Railway Company under the said contract and also to pay the said sum of Two Hundred and Fifty-seven Dollars (\$257.00) to the Provincial Government together with

any interest hereafter to become due in respect thereof and to observe and perform all the terms covenants and conditions set forth in the said contract and on the part of the Purchaser therein mentioned to be observed and performed and to indemnify the Vendor and keep him indemnified from all actions proceedings loss costs expenses claims and demands for or in respect of or in anywise arising out of the said contract

(b) Without prejudice to the covenants by the Purchaser herein contained the Purchaser covenants with the Vendor to commence to log the timber situate standing and being on the said lands forthwith and to carry on such logging continuously and to pay to the Railway Company on account of the moneys payable under the said contract so long as any moneys shall be payable to the Railway Company thereunder the sum of Two Dollars (\$2.00) per thousand feet British Columbia Log Scale for all timber cut on ~~removed~~ from the said lands such payments to be made to the Railway Company on or before the 10th day of each and every month during the continuance of the said contract for all timber cut and removed from the said lands during the next preceding month

(c) To obtain from the Forest Branch of the Lands Department of the Province of British Columbia a registered Timber Mark for all logs cut and removed from the said lands and to cause all such logs and cedar poles to be stamped with the said registered Timber Mark and to furnish to the Railway Company at its Land Office in the said City of Victoria a copy of the said registered Timber mark forthwith after obtaining the same from the said Forest Branch:

(d) To have all logs and cedar poles cut and removed from the said lands promptly sealed by an Official Sealer as soon as a sufficient quantity of logs are ready for sealing, and in default of the Purchaser having the said logs or cedar poles promptly sealed as aforesaid the Vendor or the Railway Company shall be at liberty to have the same sealed at the expense of the Purchaser by an Official Sealer or an

Acting Official Scaler and to forward a copy of every Scale Sheet to the Railway Company at its said Land Office:

(e) To keep an accurate account or report of all logs and cedar poles cut or removed from the said lands and of the contents and measurements thereof and to furnish the Vendor or the Railway Company with a copy of such account whenever required so to do by the Vendor or the Railway Company; and to permit the Vendor and the Railway Company at any time and times to enter upon the said lands and make any scale or estimate of timber logs and lumber thereon

(f) Not to mix any of the logs or cedar poles cut or removed from the said lands with the logs or cedar poles cut or removed from any other lands until the logs and cedar poles cut or removed from the said lands are scaled:

(g) To observe and carry out the provisions of the Forest Act and all the regulations passed thereunder and of all other laws and regulations of the Province of British Columbia or of the Forest Branch of the Lands Department now or hereafter in force relating in any way to the logging operations:

(h) To log the said lands clean as logging progresses and to conduct the logging operations in a proper and workmanlike manner:

(i) To indemnify and save harmless the Vendor and the Railway Company of and from all claims and damages for labour wages and material and any lien that may be filed or registered against the said lands in respect thereof:

(j) To pay all royalties taxes or assessments if any payable in respect of the said lands and timber

(k) To take all proper precautions and provisions for the prevention of fire and to indemnify and save harmless the Vendor and the Railway Company of and from all loss damages actions claims and proceedings for or by reason of any fire caused by the logging operations of the Purchaser or upon the said lands during the continuance of these presents:

PROVIDED ALWAYS AND IT IS HEREBY DECLARED that

- (a) In the event of the Purchaser making default in payment of any Taxes assessed upon the said lands the Vendor may pay the same and the amount so paid shall be repaid by the Purchaser to the Vendor on demand.
- (b) That if default shall be made by the Purchaser in payment to the Vendor of any moneys payable by the Purchaser pursuant to these presents or if the Purchaser shall make any default in the observance or performance of any of the covenants and conditions herein contained and on the part of the Purchaser to be observed and performed and if any such default shall continue for a period of thirty (30) days after Notice in writing shall be given to the Purchaser by or on behalf of the Vendor of his intention to cancel this agreement then at the expiration of such last mentioned thirty (30) days this agreement shall be void and of no effect but without prejudice to the rights of the Vendor hereunder and in such case or in case the Vendor shall consider his security in danger the Vendor and his agent or agents and servants may forthwith without any notice or demand upon the Purchaser enter into and upon the said lands and take possession of the said lands and all timber trees logs and lumber situate lying and being thereon and may sell the said lands and such logs and lumber either at Public Auction or by private sale as to the Vendor shall seem meet and from and out of the proceeds of such sale shall in the first place pay all costs and expenses which have been incurred by the Vendor in consequence of the default of the Purchaser and the cost of taking possession and sale as aforesaid and in the next place shall retain all moneys due and owing by the Purchaser pursuant to this agreement and shall pay the surplus (if any) to the Purchaser AND in case of such default as aforesaid and the cancellation of the rights of the Purchaser under this agreement the Vendor shall be deemed to be the Owner and entitled to the possession of the said lands and all timber and trees remaining standing

on the said lands and all timber and trees logs and lumber cut from and situate and being upon the said lands or any part thereof and the procedure provided in this paragraph shall be in addition to and without prejudice to and not in lieu of or in substitution for any other right or remedy at law or in equity which the Vendor may have for the enforcement of his rights under this agreement

- (c) Time shall be of the essence of this agreement
- (d) Any notice to be given to the Purchaser pursuant to these presents shall be properly given if posted on the said lands or served on the Purchaser or mailed by registered letter addressed to the Purchaser as follows:-

Keizo Sugimoto,
Chamainus, V.I., B.C.

and in the case of such mailing as aforesaid shall be deemed to have been given on the day following the date of mailing

4. The Vendor covenants and agrees with the Purchaser that upon payment by the Purchaser to the Vendor on the said 9th day of May 1938 of the said sum of \$1500.00 ^{and interest as aforesaid} in accordance with the covenant by the Purchaser in that behalf hereinbefore contained and provided that no default shall have occurred in the observance and performance by the Purchaser of the covenants and conditions herein contained and on the part of the Purchaser to be observed and performed the Vendor will execute and deliver to the Purchaser an assignment of the rights of the Vendor under the said contract upon the Purchaser covenanting to observe and perform the terms and conditions thereof and to indemnify the Vendor from all actions proceedings loss costs expenses claims and demands thereunder or in anywise relating thereto

IT IS HEREBY AGREED AND DECLARED that wherever the context so requires or admits the expression "the Vendor" hereinbefore used shall extend to and include his heirs executors admin-

istrators and assigns and the expression "the Purchaser" here-
in before used shall extend to and include his heirs executors
administrators and assigns

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

SIGNED SEALED AND DELIVERED by the
above-named Gerald Lindsay Dickson
in the presence of:

G. Lindsay Dickson

L. B. Lytton

SIGNED SEALED AND DELIVERED by the
above-named Heinz Suginow in the
presence of:

H. Suginow

Hostenach

For Maker of a Deed.

I HEREBY CERTIFY that, on the tenth day of February, 1928,
at Victoria, in the Province of British Columbia,
George W. Mutter ~~(whose identity has been proved by the evidence of~~
~~and of~~ who is personally known to me, appeared before
me and acknowledged to me that he is the person mentioned in the annexed instrument
as the maker thereof, and whose name is subscribed thereto as part y, that he
knows the contents thereof, and that he executed the same voluntarily, and is of the full age of
twenty-one years.

IN TESTIMONY whereof I have hereunto set my hand and Seal of Office at
Victoria, B.C., this tenth day of
February, in the year of our Lord one thousand nine hundred
and Twenty-eight.

Alan B Ford

A Notary Public in and for the

Province of British Columbia.

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

THIS INDENTURE made this tenth day of February, A.D., 1928, BETWEEN:

GEORGE W. MUTTER of Duncan, Vancouver Island, British Columbia, Farmer, hereinafter called "the Assignor" of the First Part and GERALD LINDSAY-DICKSON of 1430 Begbie Street in the City of Victoria, British Columbia, hereinafter called "the Assignee" of the other part:

WHEREAS by the Land Contract made on the 7th day of July, 1926, between the Esquimalt & Nanaimo Railway Company and the Assignor, it was agreed that the Assignor should purchase from the said Company the lands and premises hereinafter described at the price of Twelve thousand eight hundred and fifty-eight dollars (\$12,858.00), subject to the conditions and reservations expressed in said contract.

AND WHEREAS there is owing to the said Company under the said Contract the sum of Eight thousand five hundred and seventy-two dollars (\$8,572.00), being the unpaid part of purchase price, of which \$4286.00 fell due on the 7th day of July 1927, the remaining amount of \$4286.00 to become due and payable on the 7th day of July 1928, and interest at the rate of six percent per annum on the unpaid part of purchase price from the 7th day of July 1926, principal and interest in default to bear interest at the rate aforesaid until paid.

AND WHEREAS the parties hereto have agreed that the Assignor shall sell and the Assignee shall buy ALL the estate or interest of the Assignor in said lands and contract and assume payment of the said amounts owing to the said Company.

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of THIRTEEN HUNDRED AND FORTY SEVEN and 50/100ths DOLLARS (\$1347.50)

of lawful money of Canada paid by the Assignee to the Assignor at or before the delivery hereof, receipt and payment of which sum the Assignor doth hereby acknowledge

THE ASSIGNOR DOTH HEREBY GRANT, assign, transfer and set over unto the Assignee his executors administrators and assigns the said land Contract and all the rights title and interest of the Assignor thereunder and therein.

NOW THIS INDENTURE FURTHER WITNESSETH that for the consideration aforesaid the Assignor doth hereby grant, release and quit claim unto the Assignee his heirs and assigns forever ALL the Estate, right, title, interest claims and demand whatsoever both at law and equity or otherwise howsoever and whether in possession or expectancy of the Assignor of in to or out of ALL AND SINGULAR that certain piece or parcel of land situate lying and being in the District of Helmcken, Vancouver Island, Province of British Columbia, known and described as Block Two hundred and twenty-seven (227) of the said District shown on blue print of plan attached to said

W. J. Ke
Land Agent

Land Contract and containing 546.5 acres more or less--

TOGETHER WITH the appurtenances thereto belonging or appertaining.

TO HAVE AND TO HOLD the aforesaid lands and premises unto and to the use of the Assignee his heirs and assigns forever subject to the reservations, limitations, provisos and conditions expressed in the original Grant thereof from the Crown and in the said Land Contract and Subject to the terms and covenants in the said Land Contract contained.

AND the Assignor hereby covenants with the Assignee that there is now due or accruing due and unpaid under the said Contract only the sum of money hereinbefore recited, and that he has done no act to encumber the said lands, and that except as to unpaid purchase money, interest and taxes he has done no act and been guilty of no omission whereby the said land contract has become in part or in entirety impaired or invalid.

AND THE ASSIGNEE hereby covenants and agrees with the Assignor that the Assignee will assume, pay and discharge all moneys due and to become due under the said land contract and will indemnify and save harmless the Assignor against and from the payment of the same or any part thereof.

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

SIGNED SEALED AND DELIVERED)
by the said Assignor in the
presence of

R. W. Muller
Alan B. Ford
625 Fox St
Victoria B.C. Clerk.

SIGNED SEALED AND DELIVERED BY

the said Assignee in the presence of

Alan B. Ford

Gerald Lindsay-Dickson.

LAND REGISTRY ACT.

FORM O. (SECTION 57 (b).)

For Maker of a Deed.

I HEREBY CERTIFY that, on the 25th day of May, 1927,
at Victoria, in the Province of British Columbia,
George W. Mutter ~~whose identity has been proved by the evidence on~~ 257
~~and of~~ who is personally known to me, appeared before
me and acknowledged to me that he is the person mentioned in the annexed instrument
as the maker thereof, and whose name is subscribed thereto as party, that he
knows the contents thereof, and that he executed the same voluntarily, and is of the full age of
twenty-one years.

IN TESTIMONY whereof I have hereunto set my hand and Seal of Office at
Victoria, B.C., this 25th day of
May, in the year of our Lord one thousand nine hundred
and Twenty-seven

Alan B Ford

A Notary Public in and for the

Province of British Columbia

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

THIS INDENTURE made the 25th day of May in the year of our Lord One thousand nine hundred and twenty-seven,

B E T W E E N: GEORGE W. MUTTER of Duncan, Vancouver Island in the Province of British Columbia, hereinafter called the "Assignor" of the One Part, A N D GERALD LINDSAY-DICKSON of 1430 Begbie Street in the City of Victoria, British Columbia, hereinafter called the "Assignee" of the other part:

WITNESSETH as follows:

WHEREAS the Assignor by contract dated the seventh day of July, 1926 agreed to buy the lands and premises hereinafter described from the Esquimalt & Nanaimo Railway Company for the price of TWELVE THOUSAND EIGHT HUNDRED AND FIFTY EIGHT DOLLARS (\$12,858.) and part of said price namely Eight thousand five hundred and seventy-two dollars (\$8572.00) remains owing to the said company, payable as mentioned in said contract with interest on such unpaid part at the rate of six per cent per annum

NOW THIS INDENTURE WITNESSETH that in consideration of the sum of ONE DOLLAR (\$1.00) and other valuable consideration paid by the Assignee to the Assignor, receipt whereof the Assignor doth hereby acknowledge, the Assignor doth hereby ASSIGN AND TRANSFER unto the Assignee his heirs executors administrators and assigns an undivided one-third share or interest in that piece or parcel of land known and described as Block Two hundred and twenty-seven Helmcken District, Vancouver Island, Province of British Columbia containing 546.5 acres more or less, and in the aforesaid contract, subject however to the conditions, exceptions and reservations in the said contract expressed.

AND the Assignor doth hereby covenant with the Assignee that he has done no act to encumber the said lands and hath done no act and hath been guilty of no omission or laches, whereby the said Articles of Agreement have become in part or entirety in anywise impaired or invalid.

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

SIGNED SEALED AND DELIVERED

in the presence of

} *G. W. Mutter*

Alan B. Ford
625 Fort St
Victoria BC
clerk

ESQUIMALT AND NANAIMO RAILWAY COMPANY

LAND CONTRACT

This Contract, made this seventh day of July in the year 1926

BETWEEN the ESQUIMALT AND NANAIMO RAILWAY COMPANY

And George W. Hutter, Farmer, Duncan, B. C. (hereinafter called "the Company") of the one part,

(hereinafter called "the Purchaser") of the other part.

WITNESSETH, that in consideration of the conditions and stipulations herein contained and the payments to be made as hereinafter specified, the performance of each of the said conditions and stipulations as well as the punctual making of the said payments being hereby declared a condition precedent and of the essence of this contract, the Company hereby agrees to sell to the Purchaser all and singular the lands hereinafter mentioned in the District of Belmont on Vancouver Island, in the Province of British Columbia, and more particularly shewn on blue print attached hereto and known and described as follows:

Block 227 Belmont District aforesaid

and containing Five hundred forty-six & 5/10ths acres be the same more or less, subject to the conditions, exceptions and rights-of-way and other reservations hereinafter mentioned, contained and excepted, and subject also to the reservations, exceptions and provisos mentioned and contained in the original grant of the said described lands by the Crown, for the sum of

Twelve thousand eight hundred and fifty-eight Dollars, of which sum the said Purchaser has paid

Four thousand two hundred and eighty-six

Dollars;

and the said Purchaser in consideration of the premises hereby agrees to purchase the said described lands from the Company upon the terms and conditions of this contract and to pay to the Company therefor at the office of its Land Agent at the City of Victoria, in the Province of British Columbia, the following sums of principal and interest, being at the rate of six per centum per annum as hereunder provided at the several times below mentioned:

	WHEN DUE	PRINCIPAL	INTEREST
2nd Payment	<u>July 7th, 1927</u>	<u>\$4,286.00</u>	<u>\$16.32</u>
3rd "	<u>July 7th, 1928</u>	<u>4,286.00</u>	<u>27.16</u>
4th "			
5th "			

And the Purchaser hereby agrees and binds himself, his heirs, executors, administrators and assigns, to and this contract is made on the following express stipulations and conditions:

THAT all buildings and improvements placed upon the said lands shall remain thereon and shall be the property of the Company and shall not be removed or destroyed until payment in full has been made for the said land.

THAT he will punctually pay the sums of money above specified on the days and times and in the manner above mentioned as each of the same becomes due; and will pay interest at the rate of six per centum per annum on all payments in default whether of principal or interest.

THAT he will regularly pay all such rates, taxes and assessments, provincial, municipal or otherwise, as may be lawfully imposed upon the said lands and the buildings and improvements thereon. And if the Purchaser or the approved Assignee as the case may be, shall fail to pay the said rates, taxes and assessments, the Company may on behalf of the Purchaser or the approved Assignee pay the same, and the amount so paid shall be payable forthwith to the Company by the Purchaser or the approved Assignee as the case may be, with interest at the rate of six per centum per annum from the date of such payment being made by the Company.

THAT if the Purchaser, his legal representatives or assigns, shall pay the said sums of money punctually, and strictly and literally perform all and singular the aforesaid conditions then he, his heirs, or assigns approved as hereinafter provided, upon request at the Land Office of the Company at the City of Victoria aforesaid, and on the surrender of this contract, shall be entitled to a conveyance conveying the said described lands in fee simple, freed and discharged from all encumbrances, but subject nevertheless to the reservations, limitations, provisoes and conditions expressed and contained in the original grant thereof by the Crown, and excepting and reserving to the Company, its successors and assigns, all coal, oil and fire-clay, and all mines and minerals which may be found to exist within, upon or under the said described lands together with the full, free and absolute right, liberty, privilege, power and authority for all time to come to enter in and upon the said described lands to search, examine and prospect for coal, oil and fire-clay, mines and minerals as aforesaid, with such full liberty of ingress, egress and regress for all time to come as may reasonably be required for all or any of such purposes and the full, free and absolute right, liberty, privilege, power and authority for all time to come to enter into and upon the said described lands and to mine, bore, dig, win, get and carry away all the coal, oil and fire-clay and all the minerals in, upon and under the same whether in mines, veins, pits, beds, basins or deposits or in admixture of formations or otherwise howsoever existing, and to sink, drive, make and use mines, tunnels, open cuts, shafts, drifts, adits, courses, wells, flumes, pipes, pipe lines and water courses, and to erect and set up, maintain and operate buildings, tanks, power houses, erections, fire, electrical and other engines and machinery and such other works and appliances as may be requisite or necessary for generating power, and to open, construct, maintain, and use railways, tramways, pipe lines, roads and ways in, upon, under and over the said described lands or any part or parts thereof for the purpose of conveniently working, mining, boring, digging, winning, getting and carrying away the said coal, oil and fire-clay and the said minerals, with such full liberty of ingress, egress and regress for all time to come, in, over and upon the said described lands as may reasonably be required for all or any of such purposes. And also excepting and reserving to the Company, its successors and assigns, the right at any time, upon payment of reasonable compensation therefor (the amount of which in the event of same not being mutually agreed upon, shall on the application of any or either of the parties interested therein, be summarily fixed and determined by the Judge of the County Court usually exercising jurisdiction in the District within which the said described lands are situate and whose decision as to the amount of such compensation shall be final and conclusive) to take and use such portion or portions of said described lands as may be necessary or requisite for all or any of the purposes aforesaid. And also reserving to the Company, its successors and assigns, the right at any time to enter upon the said described land to make surveys for any line of railway, canal, ditch, aqueduct, pipe line, reservoir or irrigation works, and to enter upon, take and acquire, keep and use such portions of the said described lands as may be required for and in connection with the said railway, canal, ditch, aqueduct, pipe line, reservoir or irrigation works, including rights-of-way for ingress and egress thereto and therefrom over the said described lands. And also reserving the right to the Company, its successors and assigns, to take and acquire a strip or strips of land one hundred feet in width or so much of said strip or strips of land as may be within fifty feet of the said described lands to be used as a right-of-way or for other railroad purposes wherever the railroad lines of the Company or of the Canadian Pacific Railway Company or either of them, their, or either of their successors and assigns is or shall hereafter be located over or within fifty feet of the said described land, provided that the said Companies or either of them, their, or either of their successors and assigns shall in addition to paying the actual value of any buildings or improvements on the said described land affected thereby, pay for the land so taken or acquired for such railway, canal, ditch, aqueduct, pipe line, or irrigation works or for right-of-way or other railway purposes as aforesaid a sum per acre not greater than ~~Twenty-three and 53/100ths~~

~~Twenty-three and 53/100ths~~ Dollars, being the price per acre paid therefor to the Company by the purchaser of the said described lands. And also excepting and reserving to the Company, its successors and assigns, or to any person or persons, municipality or other legally constituted

body acting in that behalf by its or their permission and authority, the right to resume or re-possess, any part of the said described lands which it may be deemed necessary to resume or re-possess, for making roads, highways, bridges, towing paths or other works of public utility or convenience so as to give access to the lands abutting and adjoining the said described lands or otherwise, so nevertheless that the lands so to be resumed and re-possessed shall not exceed one-twentieth part of the whole of the said described lands and that no such resumption or re-possession shall be made of any land upon which any buildings may have been erected or which may be in use as gardens or otherwise for the more convenient occupation of any such buildings.

THAT if the Purchaser or the approved Assignee, as the case may be, shall fail to make the payments aforesaid, or any of them, within the times above limited respectively, or shall fail to carry out in their entirety the terms and conditions of this contract in the manner and within the times above provided, the times of payment as well as the strict performance of each of the said other conditions and stipulations, being a condition precedent and of the essence of this contract, then the Company shall have the right to declare this contract null and void by a notice in writing to that effect personally served on the Purchaser or mailed in a registered letter addressed to him at the post office hereunder designated by him as his post office address, or in the case of an approved assignment, personally served on the Assignee or addressed to him at the post office or place of residence designated by him as such in the assignment, or in the case of the death of the Purchaser or Assignee and no will of the deceased being proved or personal representative appointed to his estate in the Province of British Columbia within one year after the death of the deceased, then the Company shall have the right to declare this contract null and void without any notice, by cancelling the same in its books and all rights and interests hereby created or then existing in favor of the Purchaser or the approved Assignee, or derived under this contract, shall thereupon cease and determine and the lands hereby agreed to be sold shall revert to and revest in the Company, together with all buildings, fences and improvements thereon without any further or other declaration of forfeiture or notice or act of re-entry and without any further or other act by the Company to be performed or any suit or legal proceedings to be brought or taken, and without any right on the part of the Purchaser or the said Assignee to any reclamation or compensation for such buildings, fences and improvements or for moneys paid thereon, or on account of the purchase price of the said lands or otherwise howsoever.

THAT if squatters or other persons shall be found on any of the said lands or to have any claim thereto, the Purchaser hereby undertakes their removal or the settlement of such claim and to obtain possession of the said lands at his own cost and expense unless he shall determine to abandon the property adversely possessed or claimed, of which determination, notice in writing shall be given to the Land Agent of the Company at the City of Victoria aforesaid within one month from the discovery of the fact of such adverse possession or claim and in any such case the Company shall have the right to cancel the sale. If the Purchaser shall so abandon the property, or if such adverse possession or claim shall be maintained or should prove to be under valid title, or if the sale should be cancelled by the Company, the Purchaser shall not by reason thereof nor upon any other ground have any claim for damages or otherwise against or upon the Company save for the return with interest at the rate of six per centum per annum of the payment made on account of purchase price of land withheld from him.

THAT no assignment of this contract shall be valid unless the same shall be for the entire interest of the Purchaser and approved and countersigned by the Land Agent of the Company or other duly authorized person, and no agreement or conditions or relations between the Purchaser and Assignee or any other person acquiring title or interest through the Purchaser, shall preclude the Company from the right to convey the said lands to the Purchaser on the surrender of this contract and the payment of the unpaid portion of the purchase money which may be due hereunder, unless the assignment hereof be approved and countersigned by the said Land Agent or other person as aforesaid.

The Purchaser may, after one-third of the purchase price has been paid, cut down and remove from the said premises the timber standing, lying or growing upon the said lands, subject to the condition that the Purchaser shall pay to the Company (if demanded) on the twentieth days of ~~the~~ **months of each and every month** in each year or period during which such cutting takes place, a sum equivalent to _____

Two Dollars for each thousand feet (B.M.) cut during the period immediately preceding the month in which such payment is to be made as aforesaid, and with the payment forward a statement of the quantities cut during the period to which the payment relates.

The Company shall have the right to enter on the land for the purpose of checking the quantities mentioned in said statement.

If any such payment is not made on the date payable, the cutting and removal of timber shall cease forthwith. Any moneys paid under this clause will be applied on the purchase price, as if made on the date the next instalment of principal is payable hereunder.

In Witness Whereof, the Esquimalt and Nanaimo Railway Company has caused these presents in duplicate to be signed by its Vice-President and the Purchaser has hereunto set his hand and seal and designated the undermentioned place as his post office address on the day and year first above written.

WITNESS:

W. J. Shumbar
Clerk, C.P.R. Land Dept
Vancouver B.C.

As to signature of Vice-President.

Secretary

G. W. Knutson

Vice-President.

A. H. Armstrong
Secretary

WITNESS:

[Signature]

As to signature of Purchaser.

G. W. Knutson

Purchaser.

Duncan B. C.

Post Office Address of Purchaser.

DUPLICATE.

No. 739. —

Dated — July 7th, 1926. —

ESQUIMALT AND NANAIMO
RAILWAY COMPANY

AND

George W. Mutter

CONTRACT

Block 227 Helmcken District.

Form No. 12. AFFIDAVIT FOR SECRETARY (OR OTHER OFFICER) OF A CORPORATION. The Clarke & Stuart Co., Ltd., Law Printers and Stationers, Vancouver, B. C.

For the Secretary (or other Officer) of a Corporation

I hereby certify that, on the Thirteenth day of December, 1926, at

Vancouver, in the Province of British Columbia,

Albert Fisher Armistead, (whose name is personally known to me,

of Secretary, and that he is the person

The Esquimalt and Nanaimo Railway Company, Secretary, of the said

who subscribed his name to the annexed instrument as

Company, and affixed the seal of the

Esquimalt and Nanaimo Railway Company, 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 Vancouver, in the Province of

British Columbia, this Thirteenth

December, one thousand nine hundred and twenty-six.

A Notary Public 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.

TAXATION ACT.

Folio 1692

IMMEDIATE!**IMPORTANT!**

To: ^{1190/} Title Examiner (Suginobu Keizo)
 506 Royal Bank Bldg. OFFICE OF PROVINCIAL COLLECTOR,
 Vancouver B.C.
 and
S. & N. Railway Co. Victoria BC

Duncan, B.C.,

July 11th. 1947, 19

Sir,

Re TAX SALE OF LANDS.

The annual tax sale of lands upon which taxes are delinquent will take place

September 24th. 1947 next, and which tax sale will be advertised

in one issue of The British Columbia Gazette prior to the date of sale.

Taxes on the undermentioned property are delinquent and it will be included in the tax-sale list unless the following amount is paid not later than the end of July

Amount of taxes to end of year 19 <u>44</u>	\$ <u>276.24</u>
Interest thereon	<u>61.31</u>
Amount required to be paid	\$ <u>337.55</u>

Should the property be advertised for sale it can be withdrawn from sale prior to the date of holding the tax sale by tendering the sum of \$ 337.55, plus \$ 3.00 being costs of advertising.

If the property should go to tax sale it will be offered for the full amount of taxes due to date with interest and costs, and can only be redeemed by payment of the full amount with any subsequent taxes and interest. Period allowed for redemption, one year from date of tax sale.

Below is given a statement of the full amount due at this date.

Your obedient servant,

Arthur C. Sutton
Provincial Collector.Description of property Blk. 227 Helmoken District**PLEASE RETURN 1947 TAX NOTICE WITH THIS NOTICE WHEN MAKING PAYMENT****STATEMENT OF TAXES.**

Amount of taxes to end of year 19 <u>41</u>	\$ <u>94.65</u>
Interest	<u>26.56</u>
Interest thereon <u>1942</u>	<u>63.04</u>
Interest	<u>14.80</u>
Amount of taxes for year 19 <u>1943</u>	<u>59.60</u>
Interest	<u>11.41</u>
Interest thereon <u>1944</u>	<u>58.95</u>
Interest	<u>8.54</u>
Amount of taxes for year 19 <u>1945</u>	<u>62.83</u>
Interest	<u>6.27</u>
Interest thereon <u>1946</u>	<u>61.55</u>
Interest	<u>3.37</u>
Total amount due	\$ <u>471.57</u>

Catalogue #547

11901


227 Helmcken District, Cowichan.

This parcel consists of 546 $\frac{1}{2}$ acres approximately, and is located on a small mountain about 2 $\frac{1}{2}$ miles from Cowichan Station and about 8 miles from Duncan. The property was originally purchased for the timber on it, which has since been removed.

The land generally is rough and rocky, with small patches of good soil. There is a creek running through the property. A road also runs through same, which is not in good repair.

The property can only be classed as wild land and is not suitable for agricultural or residential purposes, and I consider a price of \$500.00 a fair value for same.

The fact that it is assessed at \$1638 is for the reason the Government assesses all wild land in this area at \$3.00 per acre, and does not necessarily constitute a true value.



Valuator.