

13000

✓
INFORMATION FROM R.C.M.P.

13000

Our File No. 13000

DATE Mar. 31/43

Full Name HASHIZUME, Toshio (deceased)
(Surname in Block Letters)

Registration No. _____

Male - Female
(Check)

Age _____

Former Address _____

See Attached

Date Evacuated _____

Naturalized - Canadian-Born - National
(Check)

Present Address _____

Married - Single
(Check)

Name of Wife _____

Name of Husband _____

Name of Mother _____

Name of Father _____

Names of Children under 16 _____

Requested by _____

Miss Chope

Registered with Custodian _____

No
(Yes or No)

Additional Information _____

4.14.67
File 13000

Mr. John PROCTOR

File No. E. 545

Date	Particulars	Debit	Credit	Balance
1942 September 25	Transfer balance at Bank of Commerce, Mission	\$	0 435.30	
December 6	Certificate of Shareowner	1.00		
1944 May 30	Transfer balance at Bank of Commerce, Mission		389.69	
July 27	Agreement Fee Part 26-28 RE 19-17 Mission (Sanitas)	15.00		
1945 October 13	Balance mortgage (7. 8. April 47) Interest on Mortgage Bank Charge (conclusion)	19.66	3500.00 444.78	
November 15	Registration Fee	2.50		
1946 January 2	Tolobudo call to Mission	.50		
February 16	Full settlement of note (7. mortgage) and interest		72.18	
	Balance	4782.77		
		84611.53	84611.53	CR. 84762.77

Accounting Department,
September 26, 1946.

Enemy 545
Evacuee 13000

Your File No. 3212-26

October 2nd, 1948.

Messrs. Virtue & Russell,
Barristers and Solicitors,
Lethbridge, Alberta.

Re: Mr. E. HASHIZUME and Mrs. ETSU
HASHIZUME (In Japan)

Dear Sirs:

We duly received your letter of the 14th ultimo and in reply wish to advise you that assets which formerly belonged to residents of belligerent areas (except British subjects and citizens of the U.S.A.) are to be held by the Custodian and distribution will depend upon the terms of the Treaties of Peace.

In this instance, therefore, release of funds will not be considered, according to instructions received from Ottawa.

We are enclosing, herewith, a statement of Mrs. Hashizume's account as it appears on our books.

Yours very truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN

WJJ:MS

Encl. 1

Enemy 545,
Evacuee 13000

September 24th, 1948.

K. W. Wright, Esq.,
Counsel to the Custodian,
Victoria Bldg.,
7 O'Connor Street,
OTTAWA, Ontario.

Re: Mrs. Etsu HASHIZUME (In Japan)
and Part 26.2 acres of the N.E. $\frac{1}{4}$ of
Sec. 19, Twp. 17, Sketch 5173, Mission

Dear Mr. Wright:

We have the pleasure to write you at this time, at Mrs. McArthur's request, regarding a matter handled by the Enemy Section of this Office for several years, and which you will no doubt be able to recall quite readily.

Mr. Francis Walton Appleby completed payment of the amount owing under the Agreement for Sale referring to his purchase of the above described property on October 13th, 1945 and deed, dated October 30th, 1945, in his favour, was forwarded to Ottawa, returned and duly registered. You may recall that the principal amount owing by Mr. Appleby was reduced from \$6,080.00 approximately as at June 24th, 1938, (\$5,500.00 Principal and \$580.00 Interest) to the fixed sum of \$4,000.00 by the Board of Review under the Farmers' Creditors Arrangement Act of 1934.

This matter lay dormant in our Office until we received a letter dated April 9th, 1948, from Messrs. Virtue and Russell, Barristers, Lethbridge, Alberta, copy of which we enclose, herewith, for your information.

On April 22nd, 1948, we requested the above firm to reply to the following questions:

1. Is Mrs. Etsu HASHIZUME still alive?
2. What was the date of her latest return to Japan?
3. What were the circumstances and date of the relinquishment of her Canadian Citizenship?

(Cont'd.)

K. W. Wright, Esq.,
Counsel to the Custodian,
Victoria Bldg.,
7 O'Connor Street,
OTTAWA, Ontario.

September 24th, 1948.

- 2 -

We are now in receipt of their reply, dated September 14th, 1948, with relative enclosures, copies of same also being enclosed herewith, together with a statement of Mrs. HASHIZUME'S account as it appears on our books.

We now wish to reply to the paragraph earmarked on page two of Messrs. Virtue and Russell's letter dated April 9th, 1948, and would appreciate receiving your advice in connection therewith, at your earliest opportunity.

Kindest regards to all.

Yours very truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN.

WJ:NS

Encls. 6

VIRTUE & RUSSELL
Barristers, Solicitors

Lethbridge, Alberta.

April 9th, 1948.

Please refer to File No. 3212 - 26

OFFICE OF THE CUSTODIAN,
Japanese Evacuation Section,
506 Royal Bank Building,
VANCOUVER, B. C.

Dear Sirs:

We have been consulted by Mr. E. Hashizume, son of
Mrs. Etsu Hashizume.

Mrs. Hashizume is a widow 61 years of age. Formerly
she was a Canadian Citizen, but she left Canada and returned to Japan
in the Fall of 1938. Afterwards she visited Canada for about three
months, but was allowed to return to Japan although she was obliged
to relinquish her Canadian Citizenship.

Mrs. Hashizume is the owner of the following land, namely:

Firstly: The East Half of the South Half of the South West Quarter
of Section Thirty-three (33) Township Sixteen (16). SUBJECT to a
right to purchase in favour of Kosaku Yasamatsu, dated the 8th day of
September 1927 and registered in the Land Registry Office at New
Westminster, British Columbia, as No. 59216 C.

and Secondly: Part (26.2 acres more or less) of the North East Quarter
of Section Nineteen (19) Township Seventeen (17) shown and outlined in
Red on sketch deposited No. 5173. The letter "A" has been assigned to
this parcel as a distinguishing letter. SUBJECT to a right to purchase
in favour of Francis Walton Appleby dated the 13th day of August 1927
and registered in the Land Registry Office at New Westminster, British
Columbia, as No. 58829 C.

Some years ago this land was sold by Mrs. Etsu
Hashizume's husband (whose proper name was Tashiro Hashizume, but
who apparently was known as George Hashizume) to a man named
Francis Walton Appleby of Mission City.

On the 24th day of June, 1938, a proposal was made
by the Board of Review under the Farmers Creditors Arrangement Act
reducing the Hashizume claim to \$4,000.00 and making it payable as in
the proposal particularly set out.

OFFICE OF THE CUSTODIAN
Japanese Evacuation Section,
506 Royal Bank Building,
VANCOUVER, B. C.

#2.

We understand that this money was originally made payable to The Canadian Bank of Commerce, but after the war began your office took charge of the matter, and we presume has collected the entire amount outstanding.

We shall feel much obliged if you will kindly let us have a letter, in duplicate, giving us the following information:

1. A statement of all moneys received in this connection by the Custodian, showing dates and amounts;
2. A statement showing any amount still outstanding, owing by Appleby;
3. Statement showing amount to the credit of Mrs. Hashizume;
4. Statement showing what will be required in order to transmit this money to Mrs. Hashizume in Japan.

You can well understand that a woman of Mrs. Hashizume's age who is at the same time a widow, would find it a great help to have the use of this money at the present time.

Should there be any other information affecting the matter which you think we should have, it will be appreciated.

Yours truly,

VIRTUE & RUSSELL,

Per

V/L

August 31st, 1948.

Virtue and Russell
Barristers, Etc.
Lethbridge, Alberta.

Dear Sir:

As for your reference to your letter dated July 28, 1948,
I will hereby fill in the particulars which you will need.

1. On or about 1st of Feb. 1941.
2. On or about Jan. 1941.
3. For Japanese educational purpose of my childrens, I left Canada Dec. 1939 and arrived Kobe Jan 1940. Among various document which I brought over I had an Insurance Policy of New York Life Insurance Co. I happen to lose the Policy on or about July 1940 in Japan which was matured and fearing the money would be drawn from some unknown character, I went back to Canada Nov. of the same year. to receive my insurance money.
About this time of the year the Canadian Government froze the money and controlled the foreign exchange thus prohibiting the people from taking any money out from Canada.
This money was absolutely necessary for me in order to educate my four children who were studying in Japan. Therefore from the above reason and for the daily life I had to relinquish my citizenship thus permitting me to be in the category of traveller who were allowed to take the money out from Canada.
As a result I was able to bring the insurance money to Japan Feb. 1941 but on the contrary I had to relinquish my citizenship.
4. Statement from Shibuya Ward Chief of Tokyo which I will enclose herewith.
5. Address is No. 15 Toyozawa-cho Shibuya-ku, Tokyo.

On account of poor mail services here, I must apologize for the delay in answering to your letter. I also will appreciate very much if any assistance could be made in regards to my property.

Respectfully yours,

"Etsu Hashizume"

Etsu Hashizume

TRANSLATION

AN APPLICATION FOR CERTIFICATE OF RESIDENCE (IDENTITY)

Present abode (domicile)

No. 15, Toyozawa Street, Shibuya Ward,
Capital City of Tokyo,

Etsu Hashizume
Age 62 years

OBJECT OF CERTIFICATE:

For my personal identity.

TO WHOM PRESENTED:

To a Barrister Resident in City of Lethbridge, Alberta, Canada.
I request the certification that I was domiciled in the present
residence above mentioned.

Dated August 31st (23 years of Showa), 1948.

Signature of applicant:

"Etsu Hashizume.

KENZO SATO, ESQ.,
The Headman of Shibuya Ward,
Capital City of Tokyo

THE CERTIFICATE AS AN IDENTIFICATION NO. 3124

I CONFIRM THE ABOVE IDENTIFICATION AND RESIDENCE IN the
Application.

Dated August 31st (23rd year of Showa) 1948.

(Signed) "Kenzo Sato"

The Headman of Shibuya Ward,
Capital City of Tokyo.

SHIBUYA WARD OFFICE

TOKYO, JAPAN.

September 1st, 1948.

No. 403

TO WHOM IT MAY CONCERN:

I certify that Etsu Hashizume, age 61, is at
present residing at #15 Toyosawa-cho, Shibuya, Tokyo.

"Kenzo Sato"

KENZO SATO
Chief of Shibuya Ward,
Tokyo, Japan

Virtue & Russell
Barristers, Solicitors and
Notaries Public

Lethbridge, Alberta.

14th September, 1948

Please Refer to File No. 3212 - 26

OFFICE OF THE CUSTODIAN,
Japanese Evacuation Section,
Department of Secretary of State,
506 Royal Bank Building,
Hastings and Granville,
VANCOUVER, B. C.

Dear Sirs: RE: MR. E. HASHIZUME and MRS. ETSU
HASHIZUME - File Enemy 545,
Evacuee 13000

There has been some delay in replying to your
letter of April 22nd as we were endeavouring to obtain the
necessary information.

We now enclose:

1. Original Certificate from Shibuya Ward Office,
Japan, dated September 1st, 1948, giving the
address of Mrs. Etsu Hashizume;
2. A Statement in the Japanese language, and
translation thereof;
3. A letter signed by Mrs. Etsu Hashizume
herself. Her answer No. 1 gives the date
of her last return to Japan. Her answer
No. 2 gives the date she relinquished her
citizenship.

We believe that this information is all you
will require, and shall be glad if you will now let us
have all particulars asked for in our letter to you of
April 9th, 1948.

Thanking you, we are,

Yours truly,

VIRTUE & RUSSELL,
Per

V/L - encls.

Enemy 545,
Evacuee 13000

April 22, 1948.

Messrs. Virtue & Russell,
Barristers & Solicitors,
Lethbridge, Alberta.

Dear Sirs:

Re: Mr. E. Hashizume and Mrs. Etsu Hashizume
Your file 3212-26

Your letter of April 19, 1948, stating that Mr. Hashizume is alive has been received.

However, our enquiry concerned Mrs. Etsu Hashizume. Could you please let us have the date of her last return to Japan and circumstances and date of the relinquishment of her citizenship. If there is any proof that she is either alive or dead, would you please let us have this also. If she is alive, please include with the other information her present address.

Yours very truly,

AGM/AC

A. G. McArthur,
Office of the Custodian.

545 + 13000
Enemy Section

509 Royal Bank Building,
Vancouver, B. C.
October 22nd, 1945

The Canadian Bank of Commerce,
Mission City, B. C.

Re: Mrs. Etsu HASHIZUME (In Japan)
and Agreement for Sale to F.W. Appleby

Dear Sirs:

We have for acknowledgment your communication of the 17th instant, enclosing Agreement for Sale from Tashiro Hashizume to Francis Walton Appleby, together with report of the Board of Review dealing with the affairs of Mr. Appleby under the Farmers' Creditors Arrangement Act of 1934.

We are returning herewith the enclosures as mentioned above, and would ask you to kindly have the proposal of the Board certified as a true copy of their report, and return same to us for registration purposes.

Your co-operation in this matter would be appreciated.

Yours truly,

W. J. Johnston
Administration Department

WJJ/JF
Encl.

545
Enemy Section

509 Royal Bank Building,
Vancouver, B. C.
October 23rd, 1945

K. F. Wright, Esq.,
Counsel to the Custodian,
Victoria Bldg., 7 O'Connor St.,
Ottawa, Ontario

Re: Mrs. Etsu HASHIZUME (In Japan)
and Part 26.2 acres of the N.E. 1/4 of
Sec. 19, Twp. 17, Sketch 5173, Mission

Dear Mr. Wright:

The above noted farm property at Mission City, B. C., was purchased by Mr. Francis Walton Appleby under an Agreement for Sale from the Japanese, dated August 13, 1927. Payments have now been made in full, and we enclose herewith Transmission and Deed of Land, in duplicate, in favour of Mr. Appleby, for execution by the Assistant Deputy Custodian.

Your kind attention to this matter would be appreciated.

Yours very truly,

W. J. Johnston
Administration Department

WJJ/JF
Encl.

C
O
P
Y

THIS AGREEMENT, made in duplicate this thirteenth day of
August, in the year of Our Lord one thousand nine hundred and twenty-
seven.

BETWEEN:

TASHIRO HASHIZUME, of Mission City
in the Province of British Columbia, Farmer
(Hereinafter called the "Vendor")

OF THE ONE PART:

AND:

FRANCIS WALTON APPLEBY of Mission City,
in the Province of British Columbia, Farmer
(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 Municipality of Mission, Province of British
Columbia and being more particularly known and described as Part
Twenty-six point two (26.2) acres more or less of the North East
Quarter ($\frac{1}{4}$) of Section nineteen (19), Township seventeen (17) New
Westminster District, more particularly described as follows:

Commencing at a point on the southern boundary
of said Quarter Section, said point being North
89°30' W. 0.50 chains from South-east corner of
said Quarter Section; thence north and parallel
to the Eastern boundary of said quarter section
17.52 chains to the southern boundary of a road;
thence North 89°00' W. 17.60 chains along
southern boundary of said road; thence South
73°06' East 18.54 chains, more or less to the
southern boundary of said Quarter Section; thence
South 89°30' East 12.21 chains more or less to
point of commencement as shown outlined in red
on sketch deposited No. 5173. The letter "A"
has been assigned to this parcel as "Distinguishing
letter".

and all buildings, fixtures whether attached to the land or not and
all implements on said land as at the 1st day of August, 1927.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Six thousand Dollars (\$6,000.00) of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Five Hundred (\$500.00) Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

Namely the sum of Five thousand five hundred Dollars (\$5,500.00) on the 1st day of August 1937, with interest in the meantime upon the balance of said purchase price from time to time remaining unpaid at the respective rates and payable as follows, that is to say:

Interest at the rate of three (3) per cent for the first two years namely for the two years expiring the first day of August 1929, and at the rate of Six (6) per cent for the following four years, namely for such four years expiring the 1st day of August, 1933, and at the rate of eight (8) per cent for the following four years, namely for such four years expiring the 1st day of August 1937, and such respective interest shall be payable on the 1st day of August in each year, the first of such payments of interest to be payable on the 1st day of August, 1928.

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 of aforesaid and on the days and times in manner above mentioned; all sums in arrears 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, save as herein mentioned.

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 local improvement assessments or taxes and sewer rates, 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 of 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.

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-fulfillment 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 PURCHASER shall and will 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 and other erections 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, thereto 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.

IT IS AGREED that in respect to the rates, taxes and assessments on said land for the year 1927, the same shall be apportioned between the Vendor and Purchaser as follows:- the Vendor shall pay one half thereof and the Purchaser one-half.

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.

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:

F. W. APPLEBY,
Mission City, B. C.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos 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 wherever 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.

PROVIDED always and it is expressly agreed and declared that the Purchaser may at any time and from time to time during the continuance of this Agreement pay to the Vendor any part of the balance of the said purchase price as the purchaser shall think and the Vendor agrees to so accept the same and all or any of such payments shall be considered to have been so made to the Vendor upon the same being deposited to the credit of the Vendor at the Canadian Bank of Commerce Mission City Branch, British Columbia.

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:)

"Hamilton Read")

470 Granville Street,)

Vancouver, B. C.)

Barrister -at- Law)

"Tashiro HASHIZUME"

"Francis Walton Appleby"

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA)

TO WIT:

I, Hamilton Read, of the City of
Vancouver, in the Province of British
Columbia, MAKE OATH AND SAY:

1. I was personally present and did see the within instrument duly signed and executed by Tashiro Hashisume, the party thereto, for the purposes named therein.
2. The said instrument was executed at Mission, City, B. C.
3. I know the said party, and that he is of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of twenty-one years.

SWORN before me at the City of
Vancouver, in the Province of
British Columbia, this 22nd day
of July, 1944.

"Hamilton Read"

.....Edith L. Peterson.....

In the Supreme Court of British Columbia.
IN PROBATE.

New Westminster

Registry.

Be it known that on the twenty-fourth day
of September, in the year of our Lord one thousand nine
hundred and thirty-eight, the last Will and Testament (a copy
whereof is hereunto annexed) of

TASHIRO HASHIZUME

late of Mission, British Columbia

deceased, who died at

Vancouver, British Columbia.

on or about the 4th day of September, 1938
was exhibited, read, and proved before a Judge of the Supreme Court of British Colum-
bia, and administration of all the estate which by law devolves to and vests in the personal
representative of the said deceased was granted to

Etsu Hashizume (in the Will spelt Estu Hashizume)the sole Executrix in the said Will named,

CERTIFIED A TRUE COPY



L. A. Menendez
District Registrar

Given under the Seal of the said Court, this 24th day
of September, A.D. 1938

L. A. Menendez.

District Registrar.

Extracted by A. A. Milledge, Esq.,

Solicitor.

Estate sworn under \$ 4571.44~~BEZIKKODDXXXX~~

\$

~~SEKKEKLOK DUTXX~~

\$

THIS IS THE LAST WILL AND TESTAMENT of me Tashiro Hashizume of the town of Mission City in the County of Westminster and Province of British Columbia made this ninth day of December in the year of our Lord one thousand nine hundred and twenty-one.

I REVOKE all former Wills and other Testamentary Dispositions by me at any time heretofore made and declare this only to be and contain my last Will and Testament.

I DIRECT all my just debts, Funeral and Testamentary expenses to be paid and satisfied by my Executrix hereinafter named as soon as conveniently may be after my demise.

I GIVE DEVISE AND BEQUEATH all my Real and Personal Estate of which I may die possessed in the matter following, that is to say: To my wife - Estu Hashizume - all my real and personal Regate.

All the residue of my Estate not hereinbefore disposed of I Give, Devise and Bequeath unto Estu Hashizume aforesaid ----

AND I nominate and appoint said Estu Hashizume to be Executrix of this my last Will and Testament.

IN WITNESS whereof I have hereunto set my hand the day and year first above written.

Signed, published and declared by the said Tashiro Hashizume the Testator as and for his last Will and Testament in the presence of us both who both present together at the same time in his presence at his request and in the presence of each other have hereunto subscribed our names as witnesses.

"Tashiro Hashizume"

Witnesses -

"F. J. Worth"

"J. C. McIntyre"

CERTIFIED A TRUE COPY

Lawrence
District Registrar

12189
Evacuation Section

506 Royal Bank Building,
Vancouver, B. C.
October 28th, 1943

G. W. McPherson, Esq.,
Executive Assistant,
Office of the Custodian,
Victoria Building,
7 O'Connor Street,
Ottawa, Ontario

Re: Mission Japanese Farmer's Association
Lot 46, Section 21, Township 17, N.W.D.

Dear Mr. McPherson:

We acknowledge your communication of the 14th instant, enclosing copies of letters from Mr. Hashizume.

I find, upon looking up the file of the Japanese Farmer's Association, Mission, (File No. 12189) that no such application was made by the parties residing in Alberta.

The lands upon which the buildings were situated were recorded in the names of Tashiro HASHIZUME (File No. 13000), and Kamekichi FUJINO (File No. 5573). The buildings were destroyed by fire, and we collected the insurance, but unfortunately all of the records of the Association were destroyed.

The files of the above named individuals do not disclose an application for the funds, and members of the Farm Department assure me that this is the first intimation that they have had of the claim.

It has been impossible to contact Mr. Collins as he has been away, but I will do so on his return.

Mr. Wright points out that if an application is made, careful consideration must be given the question of distribution.

This Association was formed pursuant to the provisions of the Co-operative Association Act, but we do not have a copy in the Office.

O. W. McPherson, Esq.,

-2-

October 28th, 1943

It is suggested that they may not be qualified to carry on beyond the borders of British Columbia, and elect officers from such members as may now reside in Alberta. We will have to carefully guard the rights of all persons who were members of the Association at the time of evacuation.

The funds at the credit of the account now amount to \$4578.23, and we will be governed by, and comply with existing Provincial Legislation as, if, and when, distribution is made.

Yours truly,

F. G. Shears
Director

FGS/JF

12189, 10721, 4219,
10697.

Evacuee Section

912 Royal Bank Bldg.,
Vancouver, B. C.
October 27th, 1943.

Messrs. Locke, Lane, Guild & Sheppard,
Barristers & Solicitors,
703 Rogers Building,
Vancouver, B. C.

Attention: Mr. F. A. Sheppard.

Gentlemen:

Re: Administration of Societies' & Associations' Assets.

We are confronted with problems relating to the administration of assets of and will eventually be faced with the question of distribution of funds of numerous societies and associations including the following:

- File #12189 - Mission Japanese Farmers Association
- " #10721 - Steveston Japanese Farmers Association
- " #4219 - Steveston Japanese Women's Society
- " #10697 - Canada Mio Sonjinkai

These societies were evidently incorporated under Provincial legislation and we are of the opinion that it will be necessary to vest the assets by separate order of the Secretary of State in each case. This has been done so far as the Mission Japanese Farmers Association is concerned for the reason that a sale of a small parcel of real estate was made to the City of Mission. We doubt if the assets of these associations and societies automatically vest under the existing Orders-in-Council and Regulations.

We are forwarding herewith the above numbered files and you will note that our regular registration forms have been completed and appear on the files, but there is nothing to indicate that those who signed are the proper signing officers and were empowered to do so.

Your attention is also directed to File #12189 and from recent correspondence you will find that application is being made to transfer the funds now at credit to Alberta. The Deputy Minister of Labor has suggested that we might pro-rate certain assets among the existing members. We would like you to make enquiries through the Registrar at Victoria and ascertain the present status and let us have your opinion as to the course to be followed when we come to distribute the assets.

- 2 -

In due course the Custodian will liquidate several parcels of real estate shown on these files and will desire to conform to such Provincial Statutes as may govern the situation.

Your early attention to this matter will be appreciated.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/W

COPY FOR FILE 13000

New Westminster Office
500 Westminster Trust Building
PHONE 615

ALEXANDER S. DUNCAN
Barrister and Solicitor

Mission City Office
Catherwood Building
PHONE 86

New Westminster, B.C.
1st February, 1943.

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
VANCOUVER, B.C.

Attention: R.D. Richardson
Farm Department.

Dear Sir:

Re: Mission Japanese Farmers' Association, File No. 12189

As promised following a telephone call from your office last week, I beg to advise you that the Mission Japanese Farmers' Association was incorporated by me in 1938. Since that time I have received for registration an agreement made between Kaichi Senda, and Tashiro Hashizume and Kumekichi Fujino covering the purchase of a one-quarter acre portion of the S.E. corner of Lot 1 of the N.E. 1/4 of Sec. 28 Tp. 17, for the sum of \$125.00. I have no record of any conveyances of this property either having been made to the purchasers above named or to the Mission Japanese Farmers' Association but I understand that this property was used as a Japanese school. In order to put the same in the name of the Mission Japanese Farmers' Association, a Deed from Senda would be necessary. I think that that is the property discussed between your office and myself.

For your information the Mission Japanese Farmers' Association had purchased from Tashiro HASHIZUME and Kumekichi FUJINO above mentioned another portion of property in the Village of Mission described as Block 149 of Section 21 Township 17, Map 955.

Shortly before declaration of war against Japan I had been instructed to effect the registrations of both the above properties in the name of the Mission Japanese Farmers' Association. In respect of the last mentioned property the same appears to be still registered in the name of Tashiro HASHIZUME and Kumekichi FUJINO. Tashiro HASHIZUME is now dead but no probate to my knowledge has been taken out of his estate in this country. I was instructed to probate his estate for the purpose of effecting registration of the last mentioned property but due to war exigencies have never completed that.

Yours truly

ALEXANDER S. DUNCAN

ASD.WP.