

14255-

14255

✓ INFORMATION FROM R.C.M.P.

Date Mar 18/43

Our File No. 14255

Full Name WAKITA, Nobuko
(Surname in Block Letters)

Registration No. 04244 Male - Female
(check) ✓

Age Mar. 23, 1921

Former Address P.O. Box 429, Steveston B.C.

Date Evacuated May 27/42 Naturalized - Canadian-Born - National
(check) ✓

✓ Present Address Revelstoke B.C.
April 14/43 Vernon B.C.

Married - Single
(check) ✓

Name of Wife _____

Name of Husband _____

Name of Mother WAKITA, IZONO #04465 Name of Father WAKITA, SAJIRO #04472

Names of Children under 16 _____

Requested by Miss Mollerhus Registered with Custodian _____
(Yes or No)

Additional Information A clerk, ✓

232

13986

June 14, 1943.

Mr. F. Bruce Pratt,
Lawyer & Solicitor,
Bank of Nova Scotia Bldg.,
622 Hastings Street West,
Vancouver, B. C.

Dear Sir:

Re: Hajiro UKITA

Your enquiry of June 5th is acknowledged.

The affairs of the Ukita family are complicated because of the fact that their declarations of ownership of properties have not been completed. Repeated requests for such declarations have been ignored. When the Custodian is properly informed as to the rights due to the persons concerned in respect of the various properties, he will be in a position to make the proper allocations. For your information, only a few days ago this office solicited the help of the agent of the R. C. Security Commission at Revelstoke in getting this family to put its affairs in order.

As to the store about which you write on behalf of Mr. S. Ukita, according to our records, it appears to belong to Hajiro and Etsuko UKITA, inasmuch as Hajiro UKITA appears to be claiming an interest in this property, it will clearly be necessary for Hajiro and Etsuko to release their claims, which arise from their being the registered owners, before his interest can be recognized. Furthermore, inasmuch as Etsuko UKITA does not appear to be registered at all, it will be necessary for his identity and circumstances to be established before his interest can be handled properly.

Please answer Mr. S. Ukita that when proper and accurate declarations are forthcoming of all interests, allocations will be made without delay.

Yours truly,

Geo. Peters,
Administration Department.

GP:MEH

CC: FILES NOS. 13086, 14075,
14179, 14255, 14256, 14257,
& 14258.

MEMORANDUM

April 14, 1943.

File No. 13086, 14095,
13086, 14179, 14095.

To: Mr. C. C. Robinson

From: P. H. Russell

Re: Lease from WAKITA
to R. J. Hagihara.

Referring to your memo of April 6th, we return
herewith the above lease. Copies of this have been made
for our record.

PHR:JCS

Note to Filing Room

The only three Japanese specifically
mentioned in the above lease are as
follows:

Hajime WAKITA	File No. 13086
Tutaku WAKITA	File No. 14179
Jitoku WAKITA	File No. 14095

Files #12966,
14257,
14095,
14255,
14256,
13086,
14179,
14258,

March 24, 1943.

MEMORANDUM

The family of Sejiro WAKITA, #04472, File 12966,
and his wife Uno, #04465, File 14257, is composed of six
children, namely:

- (1) Jitsuo WAKITA, #04473, File #14095, Age 24.
- (2) Hoko WAKITA, #04244, File #14255, Age 23.
- (3) Senryo WAKITA, #05612, File #14256, Age 18.
- (4) Hajime WAKITA, #15866, File #13086, Age 16.
- (5) Yutaka Satoji WAKITA, # , File #14179, Age 14.
- (6) Yaeke WAKITA, Age 12 years.

There is also Hatsu WAKITA, #04398, File #14258,
Age 75 years, mother of Sejiro WAKITA.

A. G. Hartman

A. G. Hartman.

AGE:AS

THIS INDENTURE made this 22nd day of May, in the
year of our Lord, One Thousand Nine Hundred and Forty Two
IN PURSUANCE of the SHORT FORM OF LEASES ACT

BETWEEN

HAJIME WAKITA and YUTAKA WAKITA, Merchants,
both of the town of Steveston, now tem-
porarily residing in the town of Revel-
stoke in the Province of British Columbia,
hereinafter called the "Lessors"

OF THE FIRST PART

AND

HENRY JAMES BLACKBURN, Mink Rancher,
of the said town of Steveston, in
the said Province,
hereinafter called the "Lessee"

OF THE SECOND PART

AND

JITSUE WAKITA, Spinster, of the town
of Steveston in the Province aforesaid,
hereinafter called the "Store Operator"

OF THE THIRD PART

WHEREAS the Lessors are the owners of the lands
and premises hereinafter more particularly described:

AND WHEREAS the Store Operator has heretofore oper-
ated a general store and has maintained living quarters on the
said lands and premises:

AND WHEREAS the Lessee has entered into an agreement
with the Lessors and the Store Operator to take possession of
the said lands and premises and to operate the said store for his
own use and benefit subject to the terms and conditions herein-
after set forth:

NOW THIS INDENTURE WITNESSETH that in consideration
of the rents to be paid by the Lessee and of the mutual covenants
and conditions to be performed by and between the parties hereto
as hereinafter set forth and contained, it is agreed by and between
the parties hereto as follows:

1. The Lessors do hereby demise and lease unto the Lessee ALL AND SINGULAR those certain lands and premises situate lying and being in the town of Steveston in the Province of British Columbia and more particularly described as Lots Six (6) and Seven (7) in Block Five (5) in Section Ten (10) in Block North Three (3), Range Seven (7) West, according to the registered map or plan thereof deposited in the Land Registry Office in the City of New Westminster in the said Province and numbered 249, on which there is erected a building used as a store premises and as living quarters.

2. The term of said lease shall be from the day of May, A. D. 1942 for a term of Three (3) years next ensuing unless sooner terminated as hereinafter provided, yielding and paying therefor to the said Lessors, their heirs, executors, administrators and assigns, the clear yearly rental of One Hundred and Eighty (\$180.00) Dollars of lawful money of Canada, payable on the following days and times, that is to say, the sum of Fifteen (\$15.00) Dollars on the *1st* day of *June* 1942, *J.P.* and the further sums of Fifteen (\$15.00) Dollars each on the day of each and every succeeding month thereafter during the term hereby demised.

3. It is agreed by and between the parties hereto that the term hereby demised shall terminate upon receipt by the Lessee of Ten days' notice in writing from the Lessors or their duly authorized agents, and in such event the Lessee shall at the expiration of said Ten days' notice quit and deliver up possession of said lands and premises to the Lessors.

4. And the said Lessee covenants with the Lessors to pay rent and to repair, reasonable wear and tear and damage by fire and tempest excepted.

5. And the Lessors may enter and view state of repair.

6. And the Lessee will repair according to notice, reasonable wear and tear and damage by fire and tempest excepted.

7. And will not assign or sublet without leave.

8. And will not carry on any business that shall be deemed a nuisance on the said premises.

9. And that he will leave the said premises in good repair, reasonable wear and tear and damage by fire and tempest excepted.

10. AND ALSO that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessee or if the said Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current yearly rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

11. And it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee, then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee.

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

12. The said Lessors covenant with the said Lessee for quiet enjoyment.

13. It is further provided that should the Lessee hold over after the expiration of the term hereby granted and the Lessors accept rent the tenancy thereby created shall be from month to month only and not for a further term.

14. The Lessee will use the said premises as a general store and will occupy the said living quarters on the said premises from the date hereof, the said business to be carried on under the name of "Blackburn General Store", and the Store Operator transfers to the Lessee all the present stock-in-trade valued at Six Hundred and Thirty One Dollars and Thirty Nine Cents (\$631.39) and the use of the store fixtures and equipment, and the furnishings of the living quarters, particulars of which are set forth in Schedule "A" attached hereto.

15. And in consideration of the use of the said fixtures, furnishings and furniture, the Lessee covenants and agrees to be responsible to the Store Operator for the same and to take proper and reasonable care in the use of same.

16. Upon the termination of the term hereby devised as hereinbefore set forth, the Lessee covenants and agrees to deliver up possession of the store premises and dwelling quarters to the Store Operator, together with the store fixtures and equipment and the furniture and furnishings of the said living quarters as set forth in the said Schedule "A", and further covenants and agrees to replace or deliver to the Store Operator a stock of merchandise similar to that now transferred to the Lessee and to a valuation of Six Hundred and Thirty One Dollars and Thirty Nine Cents (\$631.39) based upon the wholesale price at that time.

17. And the Lessee further covenants and agrees to save harmless and indemnify the Store Operator from any debts, claims or demands that may arise by reason of his operation of said store and premises and his occupation of said dwelling quarters, and to pay all telephone, light, and water rates in connection therewith.

18. All rents shall be paid by the Lessee into the Royal Bank of Canada, Steveston, B. C., to the account of Jitsue Wakita, acting for herself and as agent of the Lessors.

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

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

SIGNED, SEALED AND DELIVERED
by the Lessors in the presence
of

D. Leadell.

H. Wakita
J. Wakita

SIGNED, SEALED AND DELIVERED
by the Lessee in the presence
of

J.P. [Signature]

H. J. Blackburn

SIGNED, SEALED AND DELIVERED
by the Store Operator in the
presence of

J.P. [Signature]

Jitsue Wakita

For Maker (including Married Women)

I hereby certify that on the _____ day of _____ 19 42
at Revelstoke, _____, in the Province of British Columbia,
Hajime Wakita and Yutaka Wakita

(whose identity has been proved by the evidence on oath of who is) personally known to me, appeared before me and acknowledged to me that they are the person or persons mentioned in the annexed instrument as the Maker or Makers thereof, and whose name or names subscribed thereto as part and that they know the contents thereof, and that they executed the same voluntarily, and are of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at _____ day of _____ in the year of our Lord one thousand nine hundred and forty two

SCHEDULE "A"

Merchandise in Store \$631.39 \$631.39

STORE FIXTURES:

Cookie case, 1 only		12.00	
Cash Register	"	75.00	
Scale	359 National	75.00	#1142378
Coca Cola Cooler	202 20 lbs.	75.00	
Desk	"	175.00	3074-9
Show Case (large)	3 only	10.00	
" (small)	4 "	150.00	
Adding Machine	1 "	20.00	
Clock	1 "	50.00	(Dalton 3 - 10505)
Tables (large)	12 "	35.00	
Stove	1 "	60.00	
Oilcloth Hanger	1 "	5.00	
		<u>15.00</u>	
		\$682.00	682.00

MERCHANDISE in Room (stored)

Festival dolls	6 cases	450.00	
China Ware	11 "	300.00	
Straw Hats	1 "	35.00	
Christmas Dec.	1 "	25.00	
"Kanten" (Inghelass)		50.00	
		<u>860.00</u>	860.00

FIXTURES in Room (stored)

Scale		50.00	
Tire		25.00	
Milling Machine		200.00	
Motor		100.00	
Hand Truck		10.00	
		<u>385.00</u>	385.00

FURNITURE & FIXTURES (Living Quarters)

Chesterfield suite (1 large, 2 small)		100.00	
Bureaus	3 only	60.00	
Range, kitchen	1 "	100.00	
Heater, living room	"	50.00	
Washing machine	1 "	100.00	
Lawn Mower	1 "	35.00	
Sawdust Burner	1 "	20.00	
Table, small	1 "	7.00	
Carpet		30.00	
Tables	2	10.00	
		<u>512.00</u>	512.00

FURNITURE & FIXTURES (Stored in Attic)

Beds	2 sets	50.00	
Rug		50.00	
Cash Register	3 only	150.00	
Book case	1 "	10.00	
Sewing Machine	1 "	75.00	
		<u>335.00</u>	335.00

\$3,405.39

PLEASE FILE THIS AT THE BOTTOM OF THE FILE IN PLACE OF THE

'JF' FORM

File No. 12966
13026
14095
14355 ✓
14756
14857
14898

Re: The SAHITA Family

The members of this family have repeatedly been urged to register their assets, but they refuse to complete the 'JF' forms.

In a letter dated July 21st, 1943, the Government Agent at Havelock writes:

"I regret the delay in acknowledging your letter of the 3rd ultimo, but have been endeavouring to have the forms completed by the SAHITA family and returned to this office.

I have seen them this morning and have to advise that they are consulting their solicitor in regard to completion of these forms. In any case, beyond the description of the property owned by them, personal and real, they will not sign the forms. However, after they have consulted their solicitor they may change their mind."

In reply to a letter from Mr. Alexander, the solicitor, Mr. F. Drews Pratt, in a letter dated September 15th 1943, writes:

"Upon examining your form 'JF', I do not see how I can advise my clients to execute same in view of the threat of your Department to sell all Japanese property in this area, and at the same time deter them from having recourse to the Courts in order to test the validity of your case in this respect."

For correspondence please refer to file No. 12966.

D. M. Chope
D. M. Chope,

January 12th, 1944.

D.M.C.