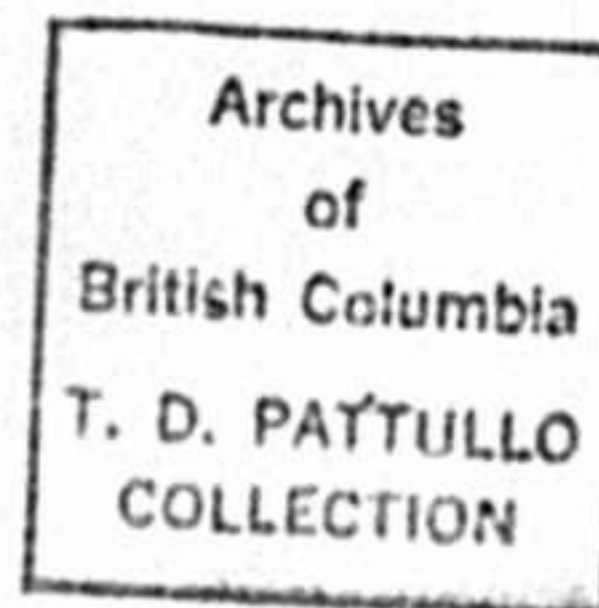


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PRIME MINISTER

VICTORIA
1 9 3 8
Jan. 26th

Right Honourable W. L. Mackenzie King,
Prime Minister of Canada,
OTTAWA, ONT.

Dear Mr. Prime Minister:

The people of British Columbia are very much exercised over the Japanese situation here.

Some time ago I had a survey made by our Economic Council and it was found that the Japanese population was rapidly increasing, while the Chinese population was decreasing, the reason being that there are comparatively few Chinese females in proportion to the male population. The computation was made from Dominion statistics.

The Opposition is endeavouring to make political capital of the situation and in view of the activities of Japan, public feeling is becoming very much aroused. A Conservative Member charged that many Japanese had been bootlegged into British Columbia, that is that the quota of one hundred and fifty a year was very much exceeded by Japs coming in surreptitiously.

In order that there may be no mistake in the matter and to allay public feeling, I would be glad if your Government would cause a most careful survey to be made of all Japanese now in the Province, to ascertain what number of Japs, if any, are here who should not be here.

When I go to Ottawa I would like to talk over the problem with you and suggest that no Japs be allowed admission.

I feel that I must make a public statement, but will do so guardedly, as I do not wish to say anything

-2-

that will embarrass the national situation, as there may exist a situation of affairs not within my knowledge.

In the meantime I would be very glad of any suggestions or advices from you which you care to make.

Very faithfully yours,

"T. D. Pattullo"

STATEMENT FOR PRESS

January 26th, 1938.

I have received numerous complaints as to the activities of Orientals within our Province and the manner in which they have injected themselves into our industrial and farming operations.

No one can blame the Oriental for trying to make a living. The mistake has been their admission into the country, constituting as it now does a very serious problem.

Some time ago I asked the Economic Council to make a survey of the situation, which was done. I also discussed the matter when I was East last, and propose to further pursue it when I go East the latter part of March.

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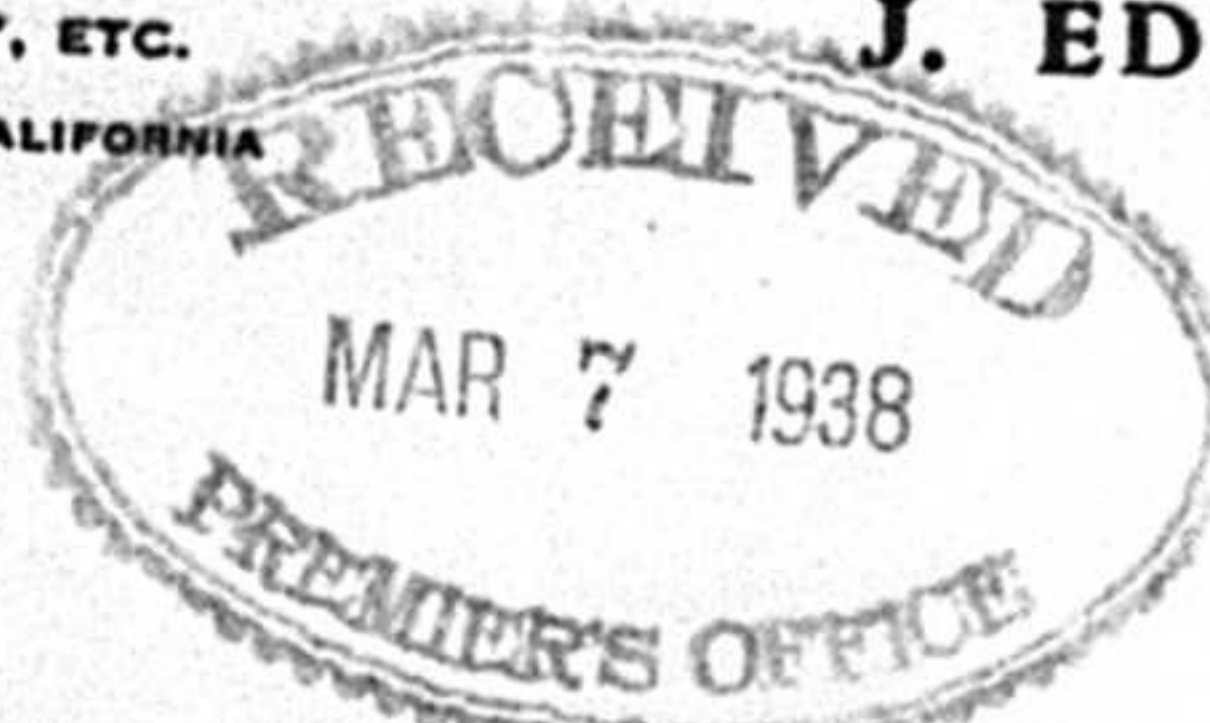
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BARRISTER-AT-LAW
SOLICITOR, NOTARY, ETC.
MEMBER STATE BAR OF CALIFORNIA

LAW OFFICES

J. EDWARD SEARS

SUITE 409, ROGERS BUILDING
VANCOUVER, CANADA
SEYMOUR 6184



March 5th, 1938.

Premier T.D. Pattullo, K.C., L.L.D., Personal
Victoria,
B.C.

Dear Mr. Pattullo:

I noticed in yesterday's evening papers that Prime Minister Mackenzie King intends to appoint a board of review to investigate the Japanese problem in British Columbia. It will undoubtedly be necessary, if the inquiry is to be thorough, that counsel be appointed to help obtain and submit all the available evidence in the matter and I suggest that no better counsel than myself could be appointed.

As a native son of this province I have always taken a great interest in the problem and pointed out by public utterances the danger that it may ultimately become if reasonable checks are not placed upon it. If I were appointed it could not be said in British Columbia that the government is shirking a thorough investigation or that all the available evidence was not brought to the attention of the board of review.

During the last provincial election I discussed the Oriental problem on the Liberal platform in several constituencies and have accurate knowledge that it made a large number of votes for the party. It is something I know a great deal about and I believe I can be of help in the matter.

I know you intend to discuss the Japanese problem while at Ottawa so would it be asking too much if I suggest that you put forward my name as counsel in the matter? It certainly would be appreciated by me and my friends and I believe it would redound to the credit of the government.

With best regards, I beg to remain,

Yours sincerely,

A handwritten signature in cursive script that reads 'J. Edward Sears'.

JES:RT

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1 9 3 8
Mar. 7th

Mr. J. Edward Sears,
409 Rogers Bldg.,
VANCOUVER, B. C.

Dear Mr. Sears:

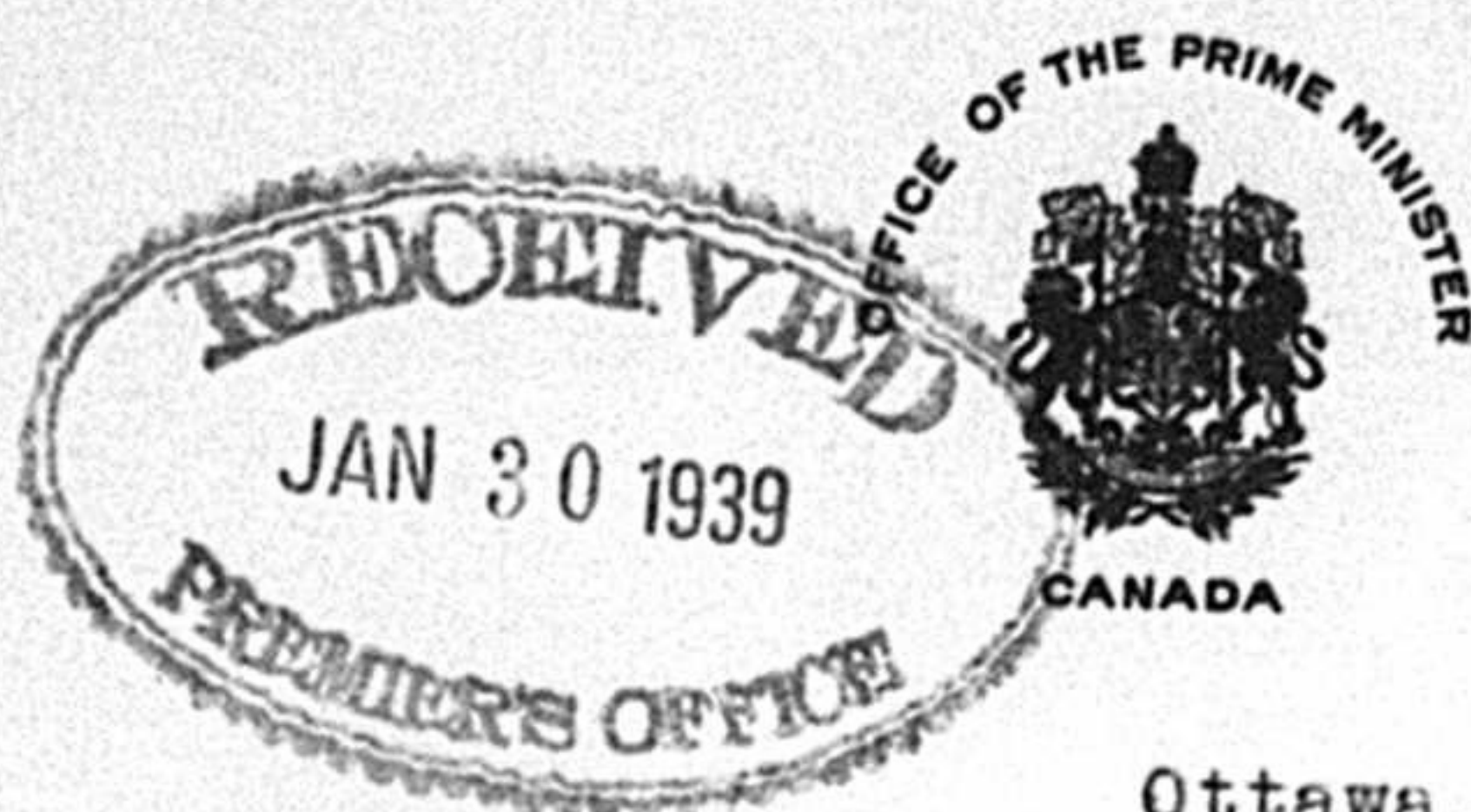
Re Japanese Situation

I have your letter of March 5th. .

I am sorry that I am not able to comply
with your request, but this is a matter in which
Ottawa must take full responsibility.

Faithfully yours,



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Ottawa, January 14, 1939.

Honourable T. D. Pattullo, M.L.A.,
Premier of British Columbia,
Victoria, British Columbia.

My dear Premier:

You will recall that, in the course of our conference held in my office on January the 10th, we discussed the question of Japanese fishing activities on the continental shelf of North America. At that time it was agreed that you should be informed confidentially of the present state of negotiations regarding this matter. I have had a short memorandum on this subject prepared by the Under Secretary of State for External Affairs, and I have pleasure in enclosing a copy with this letter.

Yours sincerely,

Jan.10th,1939

7

Notes regarding a Suggestion for a Treaty
between Canada and the United States
covering the Continental Shelf
with regard to fishing.

CONFIDENTIAL

For more than two years the Canadian and United States Governments have been in confidential touch, exchanging information regarding Japanese fishing activities so far as they may affect North America. Thus far these activities have been the primary concern of the United States, as Japanese fishermen have only entered the waters off Alaska. They have not yet entered the waters off Canada, which would be more distant and less economical for them.

Last year the United States Government reached a temporary modus vivendi with the Japanese Government regarding the Alaska situation, of which they informed us confidentially. In the actual circumstances the initiative regarding any proposal to deal with this particular form of Japanese activity on a North American continental basis should be left to the United States. We have indicated this informally and confidentially and also have indicated our general sympathy and readiness to consult if and when they think it useful to formulate any specific proposals. They have indicated that they are entirely satisfied with this position.

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If the above mentioned United States-Japanese modus vivendi should break down and it should be necessary to consider further measures, the problem would not be easy as it is not territorial waters that are at stake. The United States Government are therefore proceeding with great care and Canada would presumably wish to take equal care.

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conf.
(see 4-20-D-31227)

9

at Royal York Hotel,
Toronto. Ont.

January 16th 1939

Rt. Hon. W.L. Mackenzie King, P.C. M.P.
Prime Minister of Canada.
Ottawa. Ont.

My dear Mr. Prime Minister,

I beg to acknowledge receipt of
your letter of January 14th and to thank you for
sending me the memorandum regarding the question of
Japanese fishing activities on the continental
shelf of North America, contents of which I have
carefully noted.

Very sincerely yours,

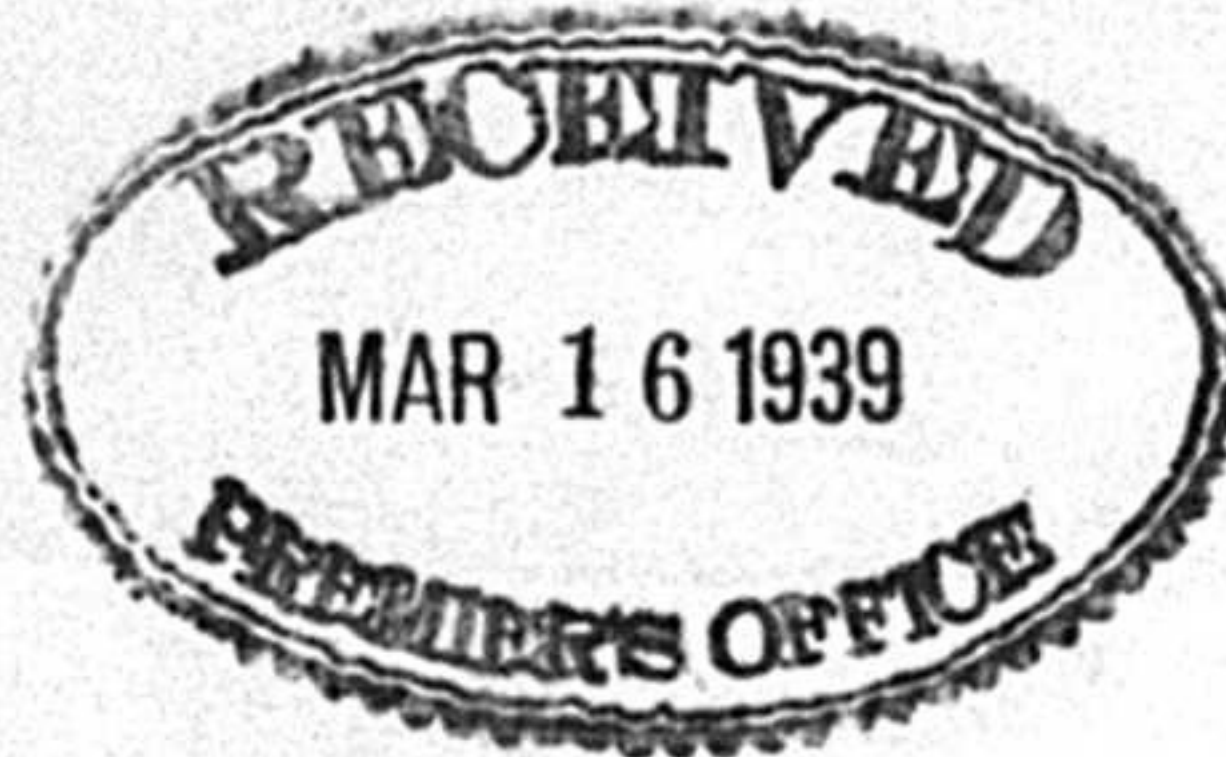


ADDRESS OFFICIAL COMMUNICATIONS TO
THE HON. THE PROVINCIAL SECRETARY
OR TO
THE DEPUTY PROVINCIAL SECRETARY



OFFICE OF
PROVINCIAL SECRETARY
VICTORIA

3106 10



March 15th, 1939.

MEMORANDUM for Mr. B. Hethey.

The enclosed letter from the private secretary to His Honour seems to me to be of sufficient importance to warrant the Prime Minister's attention. At any rate, you will agree that he should be advised that such a letter has been received.

In ordinary course the questions mentioned would be referred to the Lands and Mines Departments respectively. Possibly the last question might be a subject for police investigation.

I have done nothing further than to acknowledge the letter.

P. Wather
Deputy Provincial Secretary

PW:MR
Encl.

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DEPARTMENT OF LANDS
Office of the Deputy MinisterVictoria, B. C.,
February 23, 1938.

File 0129810.

MEMORANDUM TO THE HONOURABLE THE PREMIER:

In reference to timber holdings in British Columbia controlled by Japanese interests the following information has been gathered:

1. The Queen Charlotte Timber Holding Co. - This company holds sixty-one timber licences on Moresby Island, two of the three directors being Japanese. The estimated timber stand is between 700 and 800 million board feet on the 39,000 acres involved.
2. N. S. McNeil Trading Company Limited - Three of the five directors of this company are Japanese and 5100 shares of a total issue of 5500 are held by Japanese.

Twenty-five to thirty thousand acres of Crown-granted lands have been acquired in the vicinity of Port McNeil, Vancouver Island. The timber stand averages between six and ten thousand board feet per acre or in all from 150 to 300 million board feet. It is considered the total timber values are closer to the 150 million feet figure.

3. Ocean Logging Co. - Cowichan Lake. This company is the same as the Deep Bay Logging Company of Fanny Bay and has recently acquired Blocks 195 and 403 Cowichan, containing 4,866 acres and from the best information available carrying approximately 100 million board feet of timber.

Holdings of this company in the Comox district are:

Block 274	- 453 acres	- 7,800 M
Block 276	- 140 acres	- 2,500 M
	593 acres	10,300 M

All holdings of this company are within the E. & N. Railway land grant.

-2-

4.	<u>Royston Lumber Co.</u>	-	Cumberland, B. C.		
	<u>Comox District</u>	-	E. & N. Railway Belt		
	Block 144	-	100 acres	-	1,590 M
	" 333	-	70 "	-	1,400 M
	" 344	-	414 "	-	8,000 M
	" 410	-	880 "	-	17,965 M
	" 255	-	255 "	-	5,250 M
			<u>1719 acres</u>		<u>34,205 M</u>

Other small operators, such as the Cameron Lake Logging Company, Hilliers, B.C., and T. Watanabe of Duncan are logging in the E. & N. Belt, acquiring in small blocks their timber requirements by purchase from private owners or the E. & N. Land Department. No definite information is available as to amount of timber controlled by them.

"H. Cathcart"

1. Have interests in Japan acquired control of extensive timber limits on Malcolm Island, on the Queen Charlotte Islands and on Vancouver Island, south of Cowichan Lake?
 2. Have interests in Japan acquired control of mines at Sidney Inlet, Louise Island, and at Ikeda Bay?
 3. Have dredging operations with construction of tunnels suitable for oil storage been undertaken at the Surf Inlet Mining Camp, Vancouver Island, under the supervision of a former officer of the Japanese Navy?
-
1. The Nisso Rayon Pulp Company of Tokyo which is controlled by the Nippon Soda Company, one of the large Japanese Trusts, holds timber estimated at 600 million feet on Malcolm Island (not far from Alert Bay). Dummy Company believed to be the N. S. McNeil Trading Company, Inc.
 2. In the Queen Charlotte Islands, adjoining the Iron Duke Mining property, a large timber claim, estimated at nearly one billion feet, is held by the Queen Charlotte Timber Holdings Company Limited. This is also believed to be a dummy company.
 3. Mr. E. Kagetsu bought a claim, estimated at 200 million feet of No. 1 fir, situated two miles south of Cowichan Lake. This purchase was made last year.
 4. The Sidney Inlet Mining Company (dummy company) purchased a mine at Sidney Inlet last March.
 5. The Louise Mining Company, Vancouver (dummy company) owns the Iron Duke Mine on the Louise Island of the Queen Charlottes. This mine is estimated to have ore reserves up to 10 million tons, believed to be between 65 and 70% magnetic, valuable for the manufacture of steel.
 6. The Surf Inlet Mining Camp on the west coast of Vancouver Island, has been dredged to a depth of seventy feet and tunnels constructed suitable for the storage of oil, under the supervision of a Japanese Naval Captain Kuridji Mabata. There have also been other harbours on the west coast dredged in the same way.
 7. The Ikeda Mine, which used to be a good producer, was extensively staked again last year by the Japanese. This property is at Ikeda Bay, about one mile from Jedway on the Queen Charlottes.
 8. Practically all logs exported to Japan now go through the American Importers Association, which is controlled by the two great Nipponese monopolies, Mitsui and Mitsubishi.

Address all communications to:
THE COMMISSIONER
British Columbia Provincial Police
Victoria, B.C.



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14

OFFICE OF THE COMMISSIONER
VICTORIA

Your File No.

In reply quote File No.

SUBJECT:

CONFIDENTIAL

March 17, 1939

MEMORANDUM for the information of: Mr. B. Hethey,
Secretary to the
Premier,
Parliament Buildings.

1. Japanese interests control timber limits at Port McNeill; on the Queen Charlotte Islands and in the Cowichan Lake area, Vancouver Island.
2. The Sidney Inlet property has reverted to the vendors. On Louise Island, Q. C. I., their plans for a logging railroad have been approved and it is understood a right-of-way is partially slashed. The Mines Department advises there has been no activity at Ikeda Bay for some years.
3. With reference to question No. 3, a Japanese captain was reported to have made certain soundings and investigation revealed that the same were obviously connected with the erection of a wharf. We have no reports of dredging or tunnelling at Surf Inlet.

TWSP:AC

T.S. Parsons
T.S. Parsons,
Deputy Commissioner,
B.C. Police

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS

OFFICE OF
THE DEPUTY MINISTER
VICTORIA, B.C.

31209

15

March 30, 1939.

Memo. for Mr. B. Hethey: Secretary to the Prime Minister

File 0129810

With reference to the questionnaire submitted regarding Japanese activities on the Coast of the Province, the various items therein set out were investigated some time ago in so far as this Department was able and a confidential memorandum was submitted to you containing all the information that we were able to assemble.

It appeared at that time that the Intelligence Department of the Dominion had a great deal of information relating to the particular items in question. In fact their information appeared to be more complete than we were otherwise able to procure at that time. Apparently the whole file in this respect has been mislaid and is not available at the present time.

Enclosed is a copy of a memorandum received at that time from the Inspector of Legal Offices which deals with certain of these items, and contains the best information we can get.

I am advised, unofficially, that the mines at Sidney Inlet have been abandoned by the Japanese interests after an outlay of some hundreds of thousand Dollars.

Is. We have no information about activities on Louise/and Ikeda Bay, nor the construction of tunnels suitable for oil storage in any locality.

Regarding the Malcolm timber referred to. According to the records of our Forest Branch, the estimate gives 20,430,000 ft. on vacant Crown land and 28,780,000 ft. on Crown granted land, making a total of 49,210,000 ft. There is no record here of any transfer to Japanese of any of this timber.

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS

OFFICE OF
THE DEPUTY MINISTER
VICTORIA, B.C.

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Our records show that there are sixty licences scattered over Moresby and Graham Islands, with an estimated total stand of 1,076,100,000 ft in the name of the Queen Charlotte Timber Holding Company. This Company also has an additional licence on the West Coast of Vancouver Island with an estimated stand of 10,800,000 ft.

I may add that it is not the practise of this Department to dispose of Crown timber to Japanese, or to recognize assignments of Crown timber held under licence to Japanese.

(None of the transactions referred to have been carried on through this Department with the exception of the Queen Charlotte Timber Holding Company, and there is no evidence here that this is a Japanese Company.)

A handwritten signature in cursive script, reading "W. B. Bartholomew".

Deputy Minister.

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copy

(Confidential)

copy

Deputy Minister of Lands,
Victoria, B.V.

August 16th, 1937.

Following our conversation this afternoon, I enclose rough sketch showing the sections of land purchased by the N.S. McNeill Trading Co. Ltd. near Port McNeill, Vancouver Island.

This property is acquired in the majority of cases from Franklin Walter Olin of E. Alton, Illinois, Manufacturer. The conveyance is in the ordinary form with no extra covenants. The Olin transfers apparently were drafted by Mr. Ronald Stockton Barrister of Vancouver. The applications were put in by Mr. H. G. Lawson, Barrister of this City.

The only sale of timberland in the Cowichan District to Japanese interests that I have been able to find, after a hurried search, was a sale from Gerald Arthur Tisdall of Duncan to Eikichi Kagetsu, of 335 Princess Avenue, Vancouver, Lumberman. The property is described as Block 195, Cowichan Lake District, containing 979 acres. The purchase price was \$75,000.00 payable as follows: The sum of \$35,000.00 on the 22nd of June, 1937, and the sum of \$40,000.00 on the 11th day of May, 1938.

I have been informed by the Taxation Branch that the E. & N. Railway Co. has notified that Department of a sale of Block 403 Cowichan Lake District, containing 3479 acres, to Eikichi Kagetsu referred to for the sum of \$85,000.00. No application for registration has been applied for in this case. Another transaction involving timberland near Port Hardy in favor of a Japanese concern was involved in an application to register some time ago and was turned down on technical grounds, but so far the application has not been renewed. The consideration in this case was something like \$17,000.

With respect to the incidents of the land purchased by the N.S. McNeill Trading Co. Ltd., that is to say with regard to mineral rights, etc. you will be able to ascertain these particulars from an examination of the original Crown Grants. As you suggested I am communicating with the Registrar, Prince Rupert, with regard to the reputed sale of timber land on Louise Island.

Memorandum dealing with this question, that you left with me, returned herewith.

"H.J. Crane,"

Inspector of Legal Offices.

HJC/JC

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April 1st

MEMORANDUM FOR MR. P. WALKER,

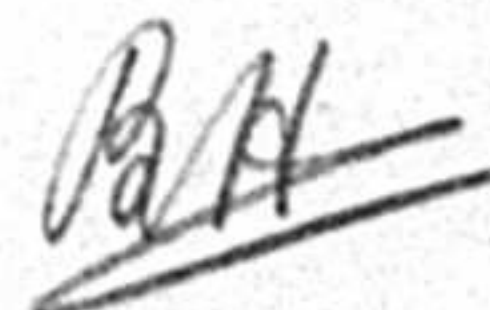
DEPUTY PROVINCIAL SECRETARY:

With reference to your memorandum of March 15th, enclosing letter from the Private Secretary to the Lieutenant-Governor, dated March 14th, in respect of enquiries received from the Under Secretary of State regarding Japanese interests in British Columbia, as already stated both the Department of National Defence and the R.C.M.P. investigated this matter last year and should have full information available at Ottawa.

I beg to enclose report from the Deputy Minister of Lands and also from the Deputy Commissioner of Provincial Police. Such properties as are worked by Japanese interests were bought from private owners, since the Provincial Government has never sold any Crown lands or timber rights to Orientals.

The "New Canadian" of Vancouver, a paper published by Canadian-Japanese, dated March 1st, 1939, and attached hereto, refers to Mr. MacNeil's questions, and they state that the "Ikeda Mine" has been abandoned for 15 years; the Louise Island Logging Camp has been closed down for years, and the Sidney Inlet Mine has been closed down recently. As regards the Surf Inlet Consolidated Gold Mines Ltd., this company has no Japanese capital.

This seems to be all the information we can furnish as present.



Secretary.

Extra copies enclosed.

Enc.

3M (50)-638-4368

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MEMORANDUM

ATTORNEY-GENERAL'S OFFICE

FEB 18 1939

TO Hon. T. D. Pattullo,

The Premier,

BUILDINGS.

19

VICTORIA February 17th 1939.

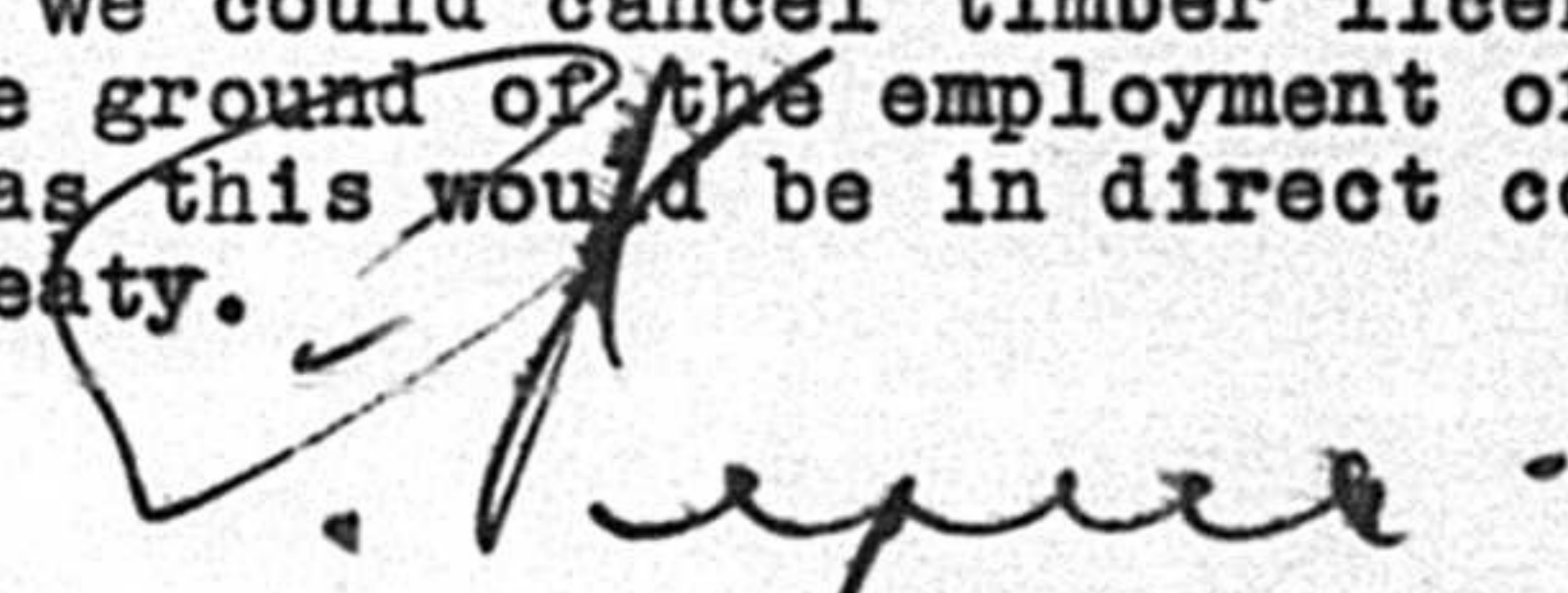
Re Employment of Japanese on
Timber Properties.

The clause at the foot of the attached timber licence has been declared valid (Brooks-Bidlake v. A.G. 1923, A.C. 450). There is no provision, however, for cancellation in the event of a breach of this condition appearing on the face of the timber licence, and it may be that our only remedy for a breach of this condition is to refuse to renew the timber licence when the next yearly renewal comes up for consideration.

As regards the timber sale contracts, the provision against the employment of Chinese or Japanese is also good, but the contract goes further and states that the contract can be cancelled for breach of this covenant.

If the Japanese Treaty (Dom. Stats. 1913, ch. 27) is still in force, I do not think we could cancel timber licences or timber sale contracts on the ground of the employment of Japanese in connection therewith as this would be in direct conflict with the provisions of the Treaty.

ENCL.


Deputy Attorney-General.

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DEPARTMENT OF LANDS

Victoria, B. C.,
Feb. 14, 1939.Memorandum for the Hon. the Minister of Lands:File 18908F#2

I wish to draw attention to the difficulty this Department is experiencing in regard to activities of the Japanese in connection with forestry and land matters generally.

It has always been the practise of the Department to refrain from dealing with Japanese in respect to the acquisition of Crown lands and timber, but it has come under our notice that Japanese are acquiring cutting rights from timber licence holders without submitting any assignment to the Department for consent, as required by the regulations, and that they proceed to cut the timber from the licence with a crew of their own nationality. All licences issued contain a proviso against Chinese or Japanese being employed in connection therewith, but notwithstanding this clause trafficking is taking place as above stated in regard to these licences, and the cutting and disposal of the timber therefrom.

Attached to this memorandum is a copy of a memorandum prepared some time ago in regard to the use and occupancy by Japanese of foreshore, particularly on the Gulf Islands.

It is getting increasingly difficult for the Department to decide on what course to follow in cases such as those above referred to, and also in relation to inquiries by Japanese, both verbally and by correspondence in respect to acquiring rights over Crown lands.

Judicial decisions which have been made on the question of Provincial jurisdiction in the matter of restrictive legislation bearing on this subject, may not have the same weight as formerly owing to the present International conditions.

"H. Cathcart"

Deputy Minister.

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DEPARTMENT OF LANDS

Victoria, B. C.,
Jan. 6, 1934.Memorandum for the Deputy Minister of Lands:File 067582

Our attention has been called by the Surveyor of Taxes to several cases of trespass on Crown foreshore on Reid, Pender and Caliano Island, particularly by Japanese engaged in the business of fish saltery.

It appears that the parties referred to have been taxed as occupiers, but are several years in arrear, consequently the Crown is obtaining no revenue as I am unable to find that any leases have been issued by the Crown covering the areas in question.

Provision is made for dealing with such cases in Section 99 and following sections of the Land Act, and I shall be glad to know whether proceedings for the removal of the trespassers is desired.

The most likely result of proceedings of this nature would be that the parties involved would attempt to legalize their occupation by making formal application under the Land Act to obtain foreshore leases, in which connection it may be observed that it has not been the policy of the Crown to dispose of natural resources to Orientals.

Superintendent of Lands.

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MEMORANDUM

Office of Minister of Lands,
Victoria,

19th July, 1934.

The Honourable T. D. Pattullo,
Prime Minister.

For your information I enclose,
herewith, memorandum setting out the parcels of
Crown foreshore on which cases of trespass,
principally by Japanese, have been reported by
the Surveyor of Taxes.

"A. Wells Gray"

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yMEMORANDUM

The following are the parcels of Crown foreshore on which cases of trespass, principally by Japanese, have been reported by the Surveyor of Taxes, particulars of which are set out in his Memoranda of December 12th, 1933, and June 26th, 1934.

All the salteries and plants have been assessed for all improvements, including wharves, by the Provincial Assessor, Galiano Island, but the Crown foreshore occupied by such buildings has not been assessed.

Tracings have been furnished showing locations of improvements on the foreshore occupied.

Foreshore off Lot 35, Read Island - Ref. Map 35 E. 5Wharf & Saltery

S. Tanaka & Co. Ltd., 208 Hastings St. E., who have obtained a lease at a rental of \$125.00 per annum of 1.74 acres, and registered the same, from Domingo Silvey, the registered owner of Lot 35 - one year's taxes of \$120.00 owing by S. Tanaka on foreshore occupied. Value of improvements below high water mark - \$7800.00. Value of personal property below high water mark, \$9000.00.

Wharf & Saltery

K. Kashos & Co. - 476 Cordova St. E., Vancouver, who also have a registered lease from Silvey of 1.72 acres at \$125 per annum. Three years taxes owing on foreshore occupied, \$369.00 Value of improvements below high water mark, \$7500 Value of personal property below high water mark, \$9000.

Foreshore of part of S.E. 1/4 Sec. 16, Pender Island - Ref. Map 64 E 9.

Fish Reduction Plant - Lease issued and registered to Gulf Island Packing Co. Ltd. for 5 years from March 10, 1932, by Robert Roe, (the younger) (In trust), 436 Edgeware Road, Victoria, registered owner of part 3 acres of S.E. 1/4 Sec. 16. Sub-Lease from 13 October, 1932, to Shingle Bay Packing Co. Ltd. Value of improvements below high water mark, \$4000 Value of personal property below high water mark \$17,000.

Foreshore off Parcel "C" of Sec. 17, Pender Island -
Ref. Map 64

Wharf &
Saltery

British Columbia Fish Salteries Ltd. - 402 Pender
St. W. Vancouver, registered owner of Parcel "C"
Two years taxes owing - \$1098.92 on land and foreshore
occupied.
Value of improvements below high water mark, \$24,000

Foreshore off Lot 90, Galiano Island - Ref. Map 35 E. 6

Wharves
& Salteries.

R. Tabota, T. Matusyama, R. Suzumata and Yip
Mow, 362 Alexander St., Vancouver, registered
owners of Lot 90. Two years taxes owing,
\$960.84 on land and foreshore occupied.

Value of improvements below high water mark, \$21,600.

Foreshore off Parcel "A" of Lot 89, Galiano Island, Ref. Map 35

Wharf &
Saltery

Rented to Japanese at \$175 per annum by A.E.D. Karr,
North Galiano, B. C. (soldier settler) Registered
owner of Parcel "A" is Soldier Settlement Board.
Taxes owing \$225.33 on foreshore occupied.
Value of improvements below high water mark, \$2,000.

Foreshore off Parcel "C" of Lot 66, Galiano Island - Ref. Map 35

Wharf &
Saltery

East Coast Fish Co., 408 Jackson Avenue, Vancouver
leased to Company by G. A. Bell, purchaser from
S.S.B. @ \$75 per annum. Registered owner of
Parcel "C" is Soldier Settlement Board. Outstanding
taxes on foreshore \$388.08 - 3 years.
Value of improvements below high water mark, \$8,000.

Foreshore off S.W. 1/4 Sec. 6, Mayne Island, Ref. Map 64

Registered owner, William Deacon, Mayne Island, B.C.
Lease issued by owner to Chikusei Sai, c/o A. H. Young,
Barrister-at-law, 401 Dawson Building, 193 Hastings
St. E., Vancouver, and registered for 15 years from
October 1st, 1933.

Value of improvements below high water mark, \$10,000.

PROVINCE OF BRITISH COLUMBIA.	FOREST BRANCH.	DEPARTMENT OF LANDS.
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TIMBER SALE CONTRACT X

Forest District.....

Description of Timber—1.

This Indenture, made the _____ day
of _____ A.D. 19____, between His Majesty the King (herein
represented and acting by
Deputy Minister of Lands for the Province of British Columbia), who, with his successors in office,
is hereinafter called "the Licensor" of the one part, and

who, together with _____ executors, administrators, successors, and assigns, is hereinafter called
the "Licensee," of the other part,

WITNESSETH that, in consideration of the payments and stipulations to be made and observed
by and on the part of the Licensee and of the Licensee's offer to purchase made under and subject to
the provisions of Part III. of the "Forest Act," the Licensor doth hereby grant unto the Licensee,
subject to the provisions of the said Act, and for the term and subject to the reservations and con-
ditions hereinafter provided, a licence to cut and remove all the dead timber standing or down,
and all the live timber designated for cutting by a Forest Officer, merchantable as hereinafter
defined, upon an area which is agreed to comprise _____ acres,
situated and described as follows, and shown upon the map annexed and thereon coloured red:—

from the date hereof, for the term of _____ years thence ensuing.

Payments—2.

In consideration whereof the Licensee hereby covenants, promises, and agrees with the Licensor
as follows: The Licensee shall pay to the said Licensor the several sums at the times and in the
manner following, namely:—

- (a.) A stumpage price for the timber at the following rates, payable immediately upon
receipt of account:—

★ F.B. 99 (2)—5M-337-5095

Page 2.

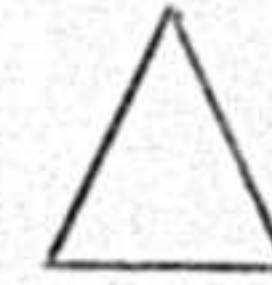
- (b.) An annual rental, based on _____ acres,
at the rate of _____ per acre, amounting to
\$ _____ further payments to be made annually in
advance on the _____ day of _____ in each year hereafter
during the continuance of the licence hereby granted: Provided that such annual
rental is to be reduced in each year by the omission from its computation of six
hundred and forty acres or any multiple thereof as provided in section 17, subsec-
tion 2 (b), of the "Forest Act."
- (c.) All forest-protection dues as provided in the "Forest Act" and amendments, payable
annually in advance on the _____ day of _____ in
each year during the life of this contract.
- (d.) The cost of cruising and advertising incident to this contract, being the sum of
\$ _____
- (e.) Royalties as provided in the "Forest Act" and amendments, payable immediately
upon receipt of account.
- (f.) The cost of scaling, payable immediately upon receipt of account.

Conditions—3.

And the Licensee further covenants, promises, and agrees to cut and remove said timber in
strict accordance with the following conditions and with all regulations and provisions governing
timber sales in the "Forest Act" and amendments:—

- (a.) No timber will be removed from the sale area until it has been conspicuously marked

with the following registered mark issued for this timber sale:



- (b.) Stumps will be cut so as to cause the least practicable waste, and will not be cut
higher than the diameter of the tree at the point where it is cut, and in no case
higher than _____ inches on the side adjacent to the highest ground,
except in unusual cases in the discretion of the officer of the Forest Branch in charge.

All trees will be utilized to as low a diameter in the tops as practicable, so as
to cause the least waste, and to the minimum diameter of _____ inches

when merchantable in the judgment of the officer of the Forest Branch in charge.
Log lengths will be varied so as to provide for the complete utilization of merchant-
able timber.

- (c.) Timber described as follows shall be considered merchantable under terms of this
contract, and may be designated for cutting by the Forest Officer.

- (d.) All trees, designated as hereinafter defined, shall be cut:—

★ F.B. 99 (3)—5M-1037-8407

PAGE 3.

- (e.) No unnecessary damage will be done to young growth or to trees left standing. So far as practicable, trees will be felled uphill, and no trees will be left lodged in the process of felling. If trees designated to be left standing are badly damaged through carelessness during the process of logging, or are cut, they will be paid for at the rate of \$ _____ per tree.
- (f.) When operations are begun on any natural logging area the cutting on that area shall be fully completed to the satisfaction of the Forest Officer in charge before cutting may begin on other areas, unless such cutting is authorized in writing with the requirement that cutting shall be completed on the area left unfinished as soon as practicable.
- (g.) As far as practicable, all branches of the logging operation shall keep pace with one another, and in no instance shall slash-disposal be allowed to fall behind cutting, except with the written consent of the Forest Officer in charge.
- (h.) Unless other arrangements are made in writing with the District Forester at _____, all timber will be scaled before removal from the sale area in accordance with the provisions of the "Forest Act" and amendments, and in no case will any timber be manufactured or sold until it has been properly scaled as provided in the "Forest Act" and amendments.
- (i.) Trees designated for cutting in clause (d) which are left uncut, timber wasted in tops and stumps, trees left lodged in the process of felling, and any merchantable timber which is cut and not removed from any portion of the cutting area after logging on that portion of the cutting area is completed shall be scaled, measured, or counted as hereinbefore provided, and paid for as follows:—

(j.) Slash will be disposed of as follows:—

(k.) Provisions for fire-protection: As provided under sections 96 to 126, inclusive, of the "Forest Act."

(l.) Other clauses:—

Provided that, upon the expiration of the said term, all rights of the Licensee hereunder shall absolutely terminate, and any and all timber then cut from and lying on the said lands shall be and become the absolute property of the Licensor: Provided that the Minister of Lands may for good cause extend the said term, which he may do for a period not exceeding one year, when the stumpage may be increased to such a rate as the said Minister may decide.

★ F.B. 99 (4) — 5M-337-5095

PAGE 4.

Provided further that, unless such amounts are reduced in writing by the Minister, at least
shall be cut prior to

(Feet B.M., cords, etc.)

; at least

(Date.)

(Feet B.M., cords, etc.)

shall be cut prior to

(Date.)

at least

(Feet B.M., cords, etc.)

shall be cut prior to

(Date.)

The Licensee agrees that the sum of \$
which accompanied tender for timber covered by this contract, shall be held until the completion
of the contract; and provided that the contract has been faithfully carried out to the satisfaction
of the Licenser will be refunded; otherwise this amount will be subject to such deductions as
the Licenser may find necessary in order to carry out the full intent and provisions of this
contract; or otherwise will be forfeited.

Except as may otherwise be provided by any Statute or Order in Council that may from time
to time be in force, all timber cut under this contract shall be used in this Province, or be manu-
factured in this Province into boards, lath, shingles, or other sawn lumber, to such an extent to
be of use in the trades without further manufacturing, except in the case of piles, telegraph and
telephone poles, ties, and crib timber, which may be exported under an Order in Council.

The Licensee covenants with the Licenser:—

- (a.) That he will not assign or transfer the licence hereby granted or any interest therein
without the written consent of the Licenser first had and obtained:
- (b.) That no person of the Chinese or Japanese race shall be employed in or upon the
cutting or removal of any timber under the terms of this licence, subject, however,
to the rights of any such person under any treaty having the force of law in Canada:
- (c.) That in carrying out his operations under this licence he will in no way block,
obstruct, or damage any road, trail, or other property, and any obstruction caused
or damage done by him will be removed and repaired forthwith by the Licensee
at his own expense.

The decision of the Minister of Lands will be final in the interpretation of any of the terms
and conditions of this contract.

The Forest Officer in charge, by giving notice to that effect in writing to the Licensee, or to
the person in charge of logging operations upon the area, may suspend any logging operations
conducted upon this area, should violation of any of the terms, covenants, provisos, or conditions
of this contract have occurred; and such violation shall render this contract liable to cancellation
by the Minister of Lands.

Provided further that the interest, rights, and privileges of the Licensee in the said heredita-
ments, tenements, and premises shall be construed as subjects always to all the provisions of the
"Forest Act" and amendments 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 }
Licenser in the presence of— }

SEAL.

Signed, sealed, and delivered by the }
Licensee in the presence of— }

SEAL.

(Licensee or Purchaser.)

NOTE.—If contracting party is a copartnership, the instrument should be signed and sealed
by each member of the partnership.

If contracting party is a corporation, the corporate seal should be affixed by the officials who
are authorized to execute deeds on behalf of the corporation and be accompanied by the signature
of these officials.

PROVINCE OF
BRITISH COLUMBIA.

FOREST BRANCH.

DEPARTMENT OF
LANDS.

TIMBER SALE CONTRACT X.....

Forest District.....

Description of Timber—1.

This Indenture, made the _____ day of _____, A.D. 19____, between His Majesty the King (herein represented and acting by _____, Deputy Minister of Lands for the Province of British Columbia), who, with his successors in office, is hereinafter called "the Licensor," of the one part, and _____, who together with _____ executors, administrators, and successors, is hereinafter called "the Licensee," of the other part.

WITNESSETH that, in consideration of the payments and stipulations to be made and observed by and on the part of the Licensee and of the Licensee's offer to purchase made under and subject to the provisions of the "Forest Act," the Licensor doth hereby grant unto the Licensee, subject to the provisions of the said Act, and for the term and subject to the reservations and conditions hereinafter provided, a licence to cut and remove all the dead timber standing or down, and all the live timber designated for cutting by a Forest Officer, merchantable as hereinafter defined, upon an area which is agreed to comprise (*see particulars*) acres, situated and described as follows, and shown upon the map annexed and thereon coloured red: (*see particulars*), from the date hereof, for the term of (*see particulars*) years thence ensuing.

Payments—2.

In consideration whereof the Licensee hereby covenants, promises, and agrees with the Licensor as follows: The Licensee shall pay to the said Licensor the several sums at the times and in the manner following, namely:—

- (a.) A stumpage price for the timber at the following rates, payable immediately upon receipt of account: (As bid.)
- (b.) An annual rental, based on (*see particulars*) acres, at the rate of _____ per acre, amounting to \$ (*see particulars*); further payments to be made annually in advance on the _____ day of _____ in each year hereafter during the continuance of the licence hereby granted: Provided that such annual rental is to be reduced in each year by the omission from its computation of six hundred and forty acres or any multiple thereof as provided in the "Forest Act."
- (c.) All forest-protection dues as provided in the "Forest Act" and amendments, payable annually in advance on the _____ day of _____ in each year during the life of this contract.
- (d.) The cost of cruising and advertising incident to this contract, being the sum of \$ (*see particulars*).
- (e.) Royalties as provided in the "Forest Act" and amendments, payable immediately upon receipt of account.
- (f.) The cost of scaling, payable immediately upon receipt of account.

Conditions—3.

And the Lessee further covenants, promises, and agrees to cut and remove said timber in strict accordance with the following conditions and with all regulations and provisions governing timber sales in the "Forest Act" and amendments:—

- (a.) No timber will be removed from the sale area until it has been conspicuously marked with the following registered mark issued for this timber sale: (*See particulars*.)
- (b.) Stumps will be cut so as to cause the least practicable wast, and will not be cut higher than the diameter of the tree at the point where it is cut, and in no case higher than (*see particulars*) inches on the side adjacent to the highest ground, except in unusual cases in the discretion of the officer of the Forest Branch in charge. All trees will be utilized to as low a diameter in the tops as practicable, so as to cause the least waste, and to the minimum diameter of (*see particulars*) inches when merchantable in the judgment of the officer of the Forest Branch in charge. Log lengths will be varied so as to provide for the complete utilization of merchantable timber.
- (c.) Any (*see particulars*) tree which, in the judgment of the Forest Officer, contains a net total scale of (*see particulars*) per cent. or more of the total volume of the tree suitable for the manufacture of (*see particulars*) shall be considered merchantable under the terms of this contract, and may be designated for cutting by the Forest Officer.
- (d.) All trees, designated as hereinafter defined, shall be cut: (*See particulars*.)
- (e.) No unnecessary damage will be done to young growth or to trees left standing. So far as practicable, trees will be felled uphill, and no trees will be left lodged in the process of felling. If trees designated to be left standing are badly damaged through carelessness during the process of logging, or are cut, they will be paid for at the rate of \$ _____ per tree.
- (f.) When operations are begun on any natural logging area the cutting on that area shall be fully completed to the satisfaction of the Forest Officer in charge before cutting may begin on other areas, unless such cutting is authorized in writing with the requirement that cutting shall be completed on the area left unfinished as soon as practicable.
- (g.) As far as practicable, all branches of the logging operation shall keep pace with one another, and in no instance shall brush-disposal be allowed to fall behind cutting, except with the written consent of the Forest Officer in charge.
- (h.) Unless other arrangements are made in writing with the District Forester at (*see particulars*), all timber will be scaled before removal from the sale area in accordance with the provisions of the "Forest Act" and amendments, and in no case will any timber be manufactured or sold until it has been properly scaled as provided in the "Forest Act" and amendments.
- (i.) Trees designated for cutting in clause (d) which are left uncut, timber wasted in tops and stumps, trees left lodged in process of felling, and any merchantable timber which is cut and not removed from any portion of the cutting area after logging on that portion of the cutting area is completed shall be scaled, measured, or counted as hereinbefore provided, and paid for as follows: (*See particulars*.)
- (j.) Brush will be disposed of as follows: (*See particulars*.)
- (k.) Provisions for fire-protection: As provided in the "Forest Act."
- (l.) Other clauses: (*See particulars*.)

[OVER.]

Provided that, upon the expiration of the said term, all rights of the Licensee hereunder shall absolutely terminate, and any and all timber then cut from and lying on the said lands shall be and become the absolute property of the Licensor: Provided that the Minister of Lands may for good cause extend the said term, which he may do for a period not exceeding one year, when the stumpage may be increased to such a rate as the said Minister may decide.

Provided further that, unless such amounts are reduced in writing by the Minister, at least _____ shall be cut prior to _____; at least _____ shall be cut prior to _____; at least _____ shall be cut prior to _____.

(Date.) (Feet B.M., cords, etc.) (Date.) (Feet B.M., cords, etc.) (Date.) (Feet B.M., cords, etc.)

The Licensee agrees that the sum of \$ _____ which accompanied tender for timber covered by this contract, shall be held until the completion of the contract; and provided that the contract has been faithfully carried out to the satisfaction of the Licensor will be refunded; otherwise this amount will be subject to such deductions as the Licensor may find necessary in order to carry out the full intent and provisions of this contract; or otherwise will be forfeited.

Except as may otherwise be provided by any Statute or Order in Council that may from time to time be in force, all timber cut under this contract shall be used in this Province, or be manufactured in this Province into boards, lath, shingles, or other sawn lumber, to such an extent to be of use in the trades without further manufacturing, except in the case of piles, telegraph and telephone poles, ties, and crib timber, which may be exported under an Order in Council.

The Licensee covenants with the Licensor:—

- (a.) That he will not assign or transfer the licence hereby granted or any interest therein without the written consent of the Licensor first had and obtained:
- (b.) That no person of the Chinese or Japanese race shall be employed in or upon the cutting or removal of any timber under the terms of this licence, subject, however, to the rights of any such person under any treaty having the force of law in Canada:
- (c.) That in carrying out his operations under this licence he will in no way block, obstruct, or damage any road, trail, or other property, and any obstruction caused or damage done by him will be removed and repaired forthwith by the Licensee at his own expense.

The decision of the Minister of Lands will be final in the interpretation of any of the terms and conditions of this contract.

The Forest Officer in charge, by giving notice to that effect in writing to the Licensee, or to the person in charge of logging operations upon the area, may suspend any logging operation conducted upon this area, should violation of any of the terms, covenants, provisions, or conditions of this contract have occurred; and such violations shall render this contract liable to cancellation by the Minister of Lands.

Provided further that the interest, rights, and privileges of the Licensee in the said hereditaments, tenements, and premises shall be construed as subject always to all the provisions of the "Forest Act" and amendments 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
Licensor in the presence of—

SEAL.

Signed, sealed, and delivered by the
Licensee in the presence of—

SEAL.

(Licensee or Purchaser.)

NOTE.—If contracting party is a copartnership, the instrument should be signed and sealed by each member of the partnership. If contracting party is a corporation, the corporate seal should be affixed by the officials who are authorized to execute deeds on behalf of the corporation and be accompanied by the signature of these officials.

★ Form 99A, F.B.—4M-1037-3451

THE GOVERNMENT OF
THE PROVINCE OF BRITISH COLUMBIA

DEPARTMENT OF LANDS

OFFICE OF
THE DEPUTY MINISTER
VICTORIA, B.C.↓ 31
30998

March 8, 1939.

Memorandum re "Lily" Mineral Claim: Lot 66 Queen Charlotte Is.File 063129

This mineral claim was first Crown granted under the provisions of the Mineral Act on the 18th September 1908 in the name of Awaya Ikeda and Co. Ltd.; reverted for unpaid taxes 8th November 1922; Crown granted under the provisions of Taxation Act on 8th September 1925 to Robert Armstrong. It again reverted for taxes 10th November 1928; Crown granted under the Taxation Act 7th June 1929 to J. E. Beck. Reverted again for taxes 2nd November 1932.

The claim was leased on the 8th January 1937 by the Gold Commissioner at Prince Rupert to Arichika Ikeda in accordance with the provisions of Section 161 of the Taxation Act, Chapter 282, Revised Statutes, 1936, for a term of one year. This lease was renewed by the Gold Commissioner for a further period of one year, and application for Crown grant in conformity with the said section was forwarded to this Department by the Surveyor of Taxes under date of the 10th January 1939, the claim having been sold for the sum of \$45.01 which represents taxes, costs and interest standing against the claim.

This application is now pending in the Department.

Deputy Minister.

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DEPARTMENT OF LANDS
FOREST BRANCHVictoria, B. C.,
March 2, 1939.

File: 03868.

Memorandum to Deputy Minister of Lands

Following your request for information regarding oriental labour employed on logging operations on Crown lands we attach a return covering the Vancouver District.

Employment of orientals on operations in the interior is negligible; and in the Prince Rupert District, is confined to a few cooks and laundrymen.

On privately-owned land in the Vancouver District about 69 operations employ an additional 790 orientals.

Purely white operations in the Vancouver District average about 930 employing 10,500 men.

SUMMARIZED

1. Operations on Crown land employing orientals.	Pr. Rupert Dist. Interior Vancouver Dist.	Negligible " 27
2. No. of orientals employed under 1 above.	Vancouver Dist.	269
3. No. of whites employed on same operations.		43
4. No. of operations on private lands employing orientals.	Vancouver Dist.	69
5. No. of orientals employed under 4 above.		790
6. No. of white operations.	Vancouver Dist.	930
7. No. of employees under 6 above.	Vancouver Dist.	10,500

"C. D. Orchard"

Asst. Chief Forester.

Sent Air Mail.

33

Private1 9 3 9
Mar. 9th

Right Honourable W. L. Mackenzie King,
Prime Minister of Canada,
O t t a w a, O n t.

Dear Mackenzie King:

Re Japanese

The situation here is becoming increasingly difficult. It has been the policy of this Government to discourage Japanese industrial activity in this Province, but the Japanese continue to insinuate themselves into various avenues of endeavour.

We have a clause in our Timber Licenses against the employment of Chinese or Japanese in connection with timber operations, copy of which is herewith enclosed. No definite action has been taken regarding employment of Chinese and Japanese, and we now find that Japanese are purchasing Timber Licenses and operating same with Jap crews, but fail to register transfer of License as required by the regulations. We would like to take action which would drive the Japs out of business here and would result in many of them having to go back to Japan, but we find that under a Dominion Statute of 1913, Chapter 27, which, according to advice of your Justice Department is still in force as far as Canada is concerned, we are unable to do so.

Japanese also occupy foreshore for which we have never given them any lease, and of course have advantage over whites who pay ground rent, but we do not wish to give the Japs any tenure.

I am under the impression, though I have no means at the moment of confirming it, that Great Britain (so far as she was concerned) abrogated the treaty upon which the Canadian legislation was based. I understand also that the practical effect of the Statute is entirely one sided, and that Canadians have not the same rights in Japan as the Statute would appear to convey upon the Japanese in Canada. I would be very much obliged if you could give me fullest information in this regard.

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2.

We are desirous that Parliament shall repeal Chapter 27, Statutes of 1913, so that we may be free to take appropriate action to frustrate Japanese invasion of our industrial life. This matter is certain to come to an issue in the near future, and I would be glad of your advices herein.

I beg to remain,

Very faithfully yours,



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Private

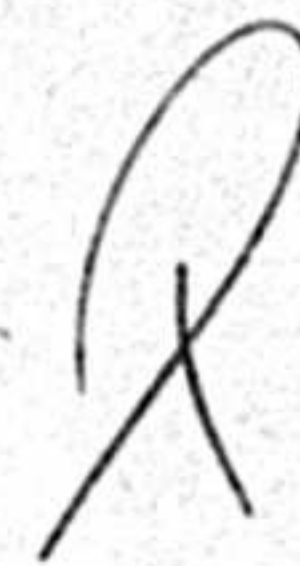
1 9 3 9
Mar. 9th

Right Honourable W. L. Mackenzie King,
Prime Minister of Canada,
O t t a w a, O n t.

Dear Mackenzie King:

I am enclosing herewith copy of letter
forwarded to you today by Air Mail, having refer-
ence to Japanese in British Columbia.

I beg to remain,
Very faithfully yours,



O-4-29
conf.
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1 9 3 9
Apr. 20th

Right Honourable W. L. Mackenzie King,
Prime Minister of Canada,
O t t a w a, O n t.

Dear Mackenzie King:

I wrote you on March 9th (copy enclosed)
with regard to Japanese in British Columbia, but have
received no acknowledgment.

I would be glad to hear from you in this
connection.

I beg to remain,

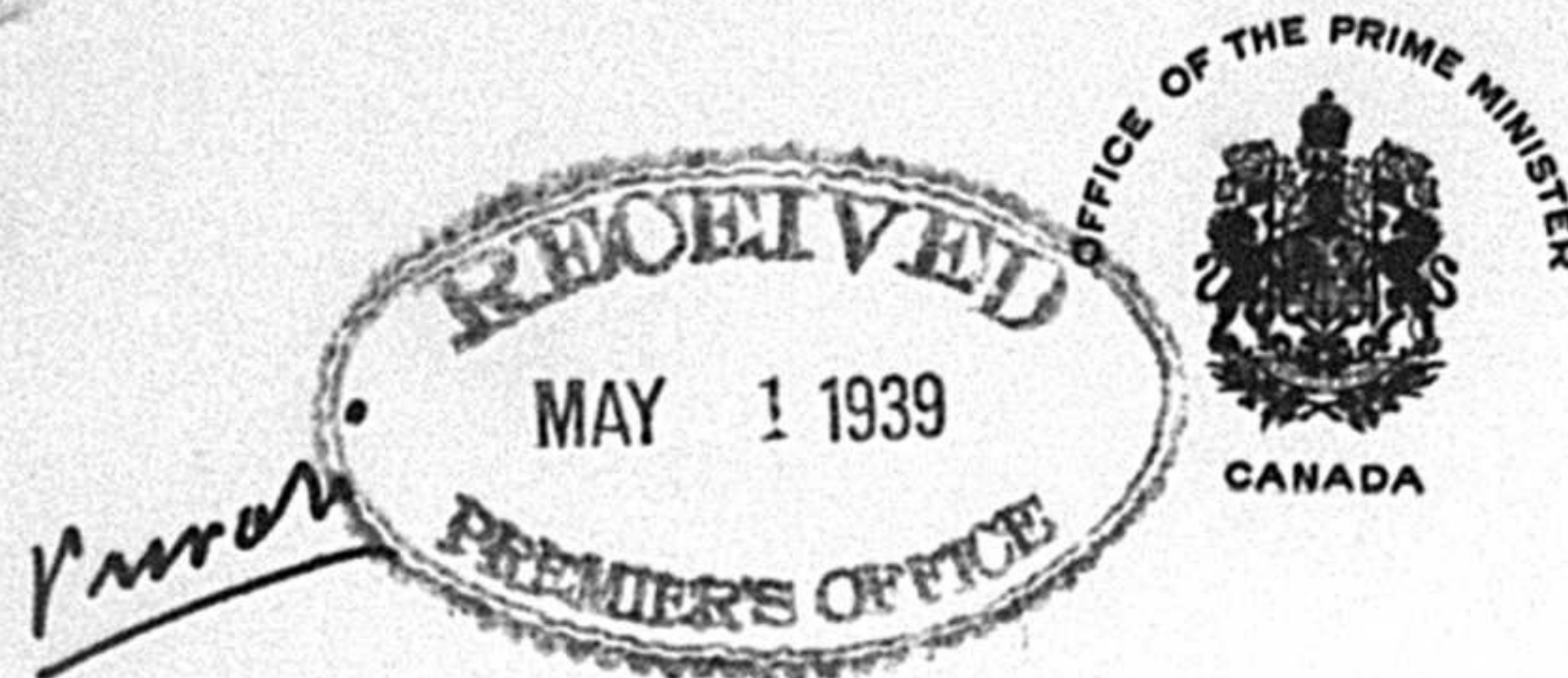
Very faithfully yours,

R

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Ottawa, 25th April, 1939

My dear Mr. Pattullo,

I duly received your letter of last month regarding Japanese industrial activity in British Columbia, and referring particularly to the bearing on this question of a Dominion statute, Chapter 27 of 1913.

The Treaty of Commerce and Navigation between the United Kingdom and Japan was signed and ratified in 1911. Canada adhered to it in 1913, after the Statute to which you refer had been enacted, sanctioning the treaty and declaring it to have the force of law in Canada. In accordance with the terms of the Statute, adherence to the treaty was made subject to the reservations that it should not be deemed to affect any of the provisions of the Immigration Acts of Canada. A supplementary convention between the

The Hon. T.D. Pattullo,
Premier of the Province of
British Columbia,
Victoria,
British Columbia.

United Kingdom and Japan, was signed in 1925 and ratified in 1927, making minor modifications in the treaty of 1911 as regards coastal trade and mandated territories. These modifications did not apply to Canada. The 1911 treaty is in force in Canada, and, along with the supplementary provisions of 1925, is in force in the United Kingdom.

The treaty provides, among other matters, that the subjects of each high contracting party shall have certain rights of carrying on business and acquiring property. You indicate that the practical effect of the Statute is one-sided, and that Canadian citizens have not the same rights in Japan as would appear to be conferred upon Japanese citizens in Canada. A complete determination of that question would involve a detailed analysis of the laws and practices of both countries. It is true that in some respects Japanese laws are less favourable to resident foreigners than is conversely the case, but I am advised that considered as a whole, there is no very wide difference

-3-

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in the relative advantages open to resident foreigners in the two countries.

The question whether the Treaty of 1911 should be abrogated as regards either the United Kingdom or Canada is one that raises issues of wide importance in the present international situation. Conditions are conceivable in which it would be found necessary to bring the Treaty to an end, but in the view of the Government of the United Kingdom, as of our own Government, these conditions have not yet developed.

You may be interested to note that during the fiscal year ending March 31, 1939, the total number of Japanese immigrants qualifying for admission to Canada was only thirty-four.

Yours sincerely,



House of Commons
CanadaAlberni, B. C.
October 4th, 1940.Honourable T. D. Pattullo,
Premier of British Columbia,
VICTORIA, B. C.

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Dear Mr. Pattullo:

I take the liberty of calling to your attention, what ~~now~~ doubt has already had your consideration, of the Jap situation in B. C. as regards this troop training. It is alleged that the Dominion government intend to call the Japs up according to their age group and train them for military service along with our white men.

I would suggest that this is highly undesirable. First, I am a little doubtful whether our men wouldn't refuse to drill with them and possibly under them, as they ^{might} ~~might be under~~ obtained Non-commissioned officers rank. Anything like that

Honourable T. D. Pattullo

4/10/40

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would be a black eye for B. C. and would also be largely exaggerated by the enemy.


Apart from that, there is the foolishness of traing men in our method of drill, etc., and making them familiar with our words of command and possibly what little fortifications we have, who are at the best potential enemies, and might well be considered actual enemies.

There is another reason, and that is if they do go through with this drill, they will expect a quid pro quo for it in the shape of the franchise, in fact, they are saying so now. I wouldn't think of seeking to interfere with your judgment, but the matter is so vital that I would like to suggest that you as the head of the B. C. government might make representations to Ottawa, or if you thought it would give more weight, call the B. C. Dominion Members together and get them to, as I have no doubt they would, make joint representations.

I am afraid it might be too late if you left it until the meeting of your Legislature, as the first men are to be called up immediately.

Yours faithfully,

A. W. Neill.



0-4-29
Conf
42

Confidential

1 9 4 0
Oct. 8th

Mr. A. W. Neill, M.P.,
ALBERNI, B. C.

Dear Mr. Neill:

I have your letter of October 4th.
I have already taken action in this matter.

I am glad to hear from you and hope
that you are keeping in the best of health.

Very sincerely yours,

A

Powell River Liberal Association

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on

ff

POWELL RIVER, B. C.

May 12th, 1941



The Hon T.D.Patullo,
Parliament Buildings,
VICTORIA, B.C.

Dear Sir:

At the regular monthly meeting of the above Association
the following Resolution was passed -

"That the Premier call the attention of the Federal Government to the grave menace of espionage afforded by the flagrant and extensive operations of Japanese subjects and their second generation descendants residing in this Country, operating gas and other marine vessels up and down the Coast, and that we strongly recommend, in view of the alignment of Japan with the Axis powers, that all marine operations, connected with the above, cease forthwith, and that they be afforded exactly the same privileges as British subjects are, on the Coast of Japan."

This resolution is directed to your attention, knowing of your hearty co-operation with the Dominion Government in their all-out efforts.

Yours truly,

POWELL RIVER LIBERAL ASSOCIATION

Thomas Burke Jr.

Secretary.

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1 9 4 1
May 15th


Mr. Thomas Burke, Jr.,
Secretary,
Powell River Liberal Assn.,
POWELL RIVER, B. C.

Dear Sir:

I am in receipt of yours of May 12th,
containing copy of resolution passed by your
Association with regard to menace of espionage
on the coast, and note your representations in
this matter.

I beg to remain,

Very faithfully yours,



O-4-2
451 9 4 1
May 15th

Honourable P. F. Casgrain, K.C.,
Secretary of State,
O t t a w a, O n t.


Dear Sir:

I have been requested by the Powell
River Liberal Association to forward to the
Federal Government the following resolution
which was passed by that Association:

"That the Premier call the attention
of the Federal Government to the grave
menace of espionage afforded by the flagrant
and extensive operations of Japanese subjects
and their second generation descendants resid-
ing in this country, operating gas and other
marine vessels up and down the Coast, and
that we strongly recommend, in view of the
alignment of Japan with the Axis powers, that
all marine operations, connected with the
above, cease forthwith, and that they be
afforded exactly the same privileges as
British subjects are, on the Coast of Japan."

I beg to remain,

Very faithfully yours,





THE SECRETARY OF STATE OF CANADA
LE SECRÉTAIRE D'ÉTAT DU CANADA



Personal and
Confidential

Ottawa, May 21, 1941.

My dear Premier,

I thank you for your letter of the 15th instant in which you express the desire that the Federal Government be acquainted with the resolution passed by the Powell River Liberal Association concerning the activities of Japanese subjects which might be regarded as being detrimental to Canada's war effort.

This matter is one that should be brought immediately to the attention of the Prime Minister for whatever action that might be deemed advisable to take under present circumstances. I am therefore transmitting your letter to Right Honourable Mr. King for his consideration.

Yours sincerely,

Honourable T.D. Pattullo,
Prime Minister of British Columbia,
Government Buildings,
Victoria, B.C.

39779 47



Ottawa, May 24, 1941.

Dear Mr. Pattullo:

The Honourable Pierre Casgrain, Secretary of State, has forwarded to me your letter of May 15th, 1941, in which you incorporated the Resolution, relating to Japanese activities in British Columbia, which was passed by the Powell River Liberal Association.

In reply, may I say that the Japanese situation on the Pacific coast has been and is under careful and constant review. (Our defence officers as well as the members of the Royal Canadian Mounted Police, assisted by the Provincial Police, are in constant touch with all aspects of the problem. We have been assured that the whole situation is well in hand.)

(I am passing on a copy of your letter to the Chairman of the Standing Committee on Orientals in British Columbia for such action as he may deem necessary.)

You will, of course, have recognized that the proposal made by the Powell River Liberal Association, to the effect that all Japanese operating gas and other marine vessels up and down the Pacific coast should be afforded only such privileges as are granted to British subjects on the coast of Japan, would not have the equitable effect its phrasing seems to suggest. Most of the persons of Japanese race engaged in fishing and similar operations in British Columbia are Canadian nationals and British subjects, and while a reasonable argument on the basis of reciprocity might be used in relation to those who are still Japanese subjects, the same principle of reciprocity applied to those who are Canadians would leave the major part of the situation exactly as it is now.

Yours sincerely,

The Honourable T.D. Pattullo,
Prime Minister of
British Columbia,
VICTORIA, B.C.

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May 31st

Mr. Thomas Burke, Jr.,
Secretary,
Powell River Liberal Assn.,
POWELL RIVER, B. C.

Dear Sir:

Referring to your letter of May 12th, re Japanese activities in British Columbia, I took up this matter with Ottawa and have just received the following communication from the Department of External Affairs:

"The Honourable Pierre Casgrain, Secretary of State, has forwarded to me your letter of May 15th, 1941, in which you incorporated the Resolution, relating to Japanese activities in British Columbia, which was passed by the Powell River Liberal Association.

"In reply, may I say that the Japanese situation on the Pacific coast has been and is under careful and constant review.

"You will, of course, have recognized that the proposal made by the Powell River Liberal Association, to the effect that all Japanese operating gas and other marine vessels up and down the Pacific coast should be afforded only such privileges as are granted to British subjects on the coast of Japan, would not have the equitable effect its phrasing seems to suggest. Most of the persons of Japanese race engaged in fishing and similar operations

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in British Columbia are Canadian nationals and British subjects, and while a reasonable argument on the basis of reciprocity might be used in relation to those who are still Japanese subjects, the same principle of reciprocity applied to those who are Canadians would leave the major part of the situation exactly as it is now."

Very faithfully yours,



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June 1st

Mr. N. A. Robertson,
Acting Under Secretary of
State for External Affairs,
OTTAWA, ONTARIO.

Dear Mr. Robertson:

Please accept my thanks for your
letter of May 24th, with regard to resolution
of the Powell River Liberal Association re
Japanese activities in British Columbia.

With personal regards,

Very faithfully yours,

