

Name of Claimant

NISHIHATA, Jiro

Case

171 - WITHDRAWN

Custodian File

6366

See 172

REAL PROPERTY										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	80% of all Sale Prices		Sale Price	125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
PERSONAL PROPERTY										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing		45% of amount in next preceding column		
						% of Total	Amount	% of Total	Amount	% of Total
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column		Sale Price of goods Sold by Tender		12% of Sale Price	
					% of Total	Amount	% of Total	Amount	% of Total	
TOTAL RECOMMENDATION										.00

CASE NO: 171

JAPANESE PROPERTY CLAIMS COMMISSION.

Vernon, B. C.,

February 23rd, 1948.

IN THE MATTER OF THE CLAIM OF

JIRO NISHIHATA.

PROCEEDINGS AT HEARING.

CASE NO: 171.

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E
 (THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

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Vernon, B. C.,
 February 23rd, 1948.

IN THE MATTER OF THE CLAIM OF
JIRO NISHIHATA.

PROCEEDINGS AT HEARING.20 APPEARANCES:

J.W.G. HUNTER, Esq., appearing for the
 Dominion Government.

J.A. MacLENNAN, Esq., appearing for the
 Claimant.

A. WATSON, Esq., Secretary.
 G.N.R. UPTON, Esq., Official Interpreter.
 T. P. HORROBIN, Esq., Official Reporter.

30

MR. MacLENNAN: There are four claims here, I think, and I am asking leave to withdraw two of them.

They are numbered 36 to 39 on the list, my lord.

THE COMMISSIONER: Yes. Which are you withdrawing?

MR. MacLENNAN: I would ask if I might have from the Custodian's file claims 1, 2, 3 and 4. My lord, dealing with claim No. 3 -- this would be No. 38, I believe on the list dealing with the claim in connection with real estate, Block 8, Section 11.

10 THE COMMISSIONER: Have you the claim, Mr. Secretary?

MR. MacLENNAN: I think it is claim 38, form No. 3. It is marked at the top, "Form No. 3". I am sorry, but for some reason the claims numbered 3 and 4 are not in our possession now. They went astray and that is why I ask for the Custodian's.

THE COMMISSIONER: There is no number on this. This is a claim for --?

MR. MacLENNAN: \$3500.00.

20 THE COMMISSIONER: \$3500.00. The property sold at \$1850.00, the claim therefore is for \$1650.00.

MR. MacLENNAN: Yes, my lord, relating to Block 8, Section 11, Roll 5948.

THE COMMISSIONER: Yes, that would be it.

MR. MacLENNAN: I would ask leave to withdraw that claim because that was a private sale made by the claimant before he was evacuated.

THE COMMISSIONER: Very well. Claim No. 38 is withdrawn. That will be shown, Mr. Secretary, as withdrawn on your records.

30 MR. MacLENNAN: My lord, claim No. 4, which I think is

Case No. 39 on the list, is a claim for \$5031.83 for accounts receivable and ~~good~~-will, and I would ask that that be withdrawn as not within the terms of reference.

THE COMMISSIONER: Will you treat No. 39 on the list in the same way, Mr. Secretary? We will not record them as on this list at all.

MR. MacLENNAN: Now, my lord, I would like to deal with Case No. 36 on the list.

THE COMMISSIONER: What is our next number, Mr. Secretary?

10 THE SECRETARY: No. 171, my lord.

MR. MacLENNAN: My lord, I would ask leave to amend.

THE COMMISSIONER: Both 38 and 39 on the list are withdrawn.

MR. MacLENNAN: With your Lordship's permission, I would ask to amend this claim which is a claim as it stands for \$10,150.00 made up of \$5800.00 for land and \$2700.00 for the building and \$1650.00 for goodwill. I would ask your Lordship to delete the
20 claim for the buildings and to delete the claim for the goodwill.

THE COMMISSIONER: It shows here as garage equipment, \$1650.00.

MR. MacLENNAN: I see, my lord. Then that is what he meant. I thought he had them combined, goodwill and garage equipment. There is no claim, however. The particular premises in question burned down, that is why we are not asking for a claim. Insurance was paid and there is no claim in connection
30 with the garage equipment.

Discussion.
J. Nishihata,
In Chief.

THE COMMISSIONER: There is a claim only for \$5800.00
for the land.

MR. MacLENNAN: Yes, on which the claimant received a
thousand dollars. The Custodian's credit for a
thousand dollars leaves the net claim at \$4800.00.

JIRO NISHIHATA, the claimant herein,
being first duly sworn, testified
as follows:

DIRECT EXAMINATION BY MR. MacLENNAN:

- 10 Q Mr. Nishihata, do you speak a little English?
A A little bit.
Q You instructed counsel in this case to prepare a
memorandum in connection with your claim?
A Yes.
Q Would you look at that (producing)? Is that accord-
ing to your instructions?
A To who?
Q To Mr. Leckie? A: Yes.
Q You asked Mr. Leckie to make out your claim?
20 A Yes.
Q As a result of your instructions he made this out?
A Quite right.
Q Would you sign that in acknowledgment of the fact
that this is the claim according to your instructions?
A Yes.
MR. MacLENNAN: I tender that, my lord, as Exhibit 1.
(STATEMENT MARKED EXHIBIT NO. 1).
Q You verify that, do you, Mr. Nishihata, as the
instructions you gave, and it is true to the best
30 of your knowledge, information and belief? It is

J. Nishihata,
In Chief.

true as far as you can tell?

A Yes.

THE COMMISSIONER: Are you examining on the contents of
the claim at all?

MR. MacLENNAN: Yes, very briefly, my lord.

Q Mr. Nishihata, at the time you bought this property --
by the way, when did you buy it?

A 1925, I think.

Q And what did you pay for it?

10 A \$3000.00.

Q Did you have a lease on it with the Home Oil
Distributors? A: Yes.

Q For ten years from the 1st of February, 1929?

A That is right.

Q That is the lease (producing)? A: Yes.

Q For ten years at \$70.00 a month?

A Yes.

MR. MacLENNAN: I tender that, my lord, as Exhibit 2.

(LEASE MARKED EXHIBIT NO. 2).

20 Q Now that expired in 1939. Did you rent to the
Home Oil after that? A: What is that
again?

Q That lease ran out in 1939? A: Yes.

Q Did you let the Home Oil carry on with it?

A Yes.

Q At how much rent? A: It come
down to, I think, \$50.00.

Q \$50.00 a month.

30 THE COMMISSIONER: Let me understand this. It was land
owned by the claimant, Nishihata, and leased to

J. Nishihata,
In Chief.

the Home Oil for a service station, is that it?

MR. MacLENNAN: That is correct, my lord. There was a gas pump on it and a barbecue stand.

THE COMMISSIONER: He did not operate the gas station.

MR. MacLENNAN: No, my lord.

Q You didn't live on the premises at all?

A No. Just once in a while, I did.

Q Did you live there?

A Yes, I did before the lease.

10 Q Before the lease, but not since the lease?

A No.

Q And at the time of the evacuation, was it leased or rented? A: Yes.

Q To the Home Oil? A: Yes.

Q At the same rate, \$50.00 a month?

A No.

Q How much? A: \$40.00.

Q \$40.00 a month. The garage equipment there belonged to the Home Oil, did it?

20 A Well they take it out of -- he take it off from my money to the Custodian so I paid it and I think it is mine.

Q Is that a tax notice for 1942, relating to your property? A: Yes.

MR. MacLENNAN: I will file that, my lord, as Exhibit 3.

THE COMMISSIONER: Supposing you read it into the record. All you are seeking to establish is the assessed value?

30 MR. MacLENNAN: Yes. This is a tax notice for 1942 for Lot 14, \$600.00 on land, improvements, \$1250.00,

J. Nishihata,
In Chief
Cross-Exam.

total \$1850.00. I won't bother with the improvements since they burned down and we are not concerned with them. So the land is \$600.00, Lot 15, land \$700.00; Lot 16, land \$100.00; making a total of \$1400.00.

10 My lord, I would like to tender as Exhibit 3 the valuation of the Custodian's agent, the North Vancouver Realty Limited, valuating the site at \$700.00. It is under date of November 5th, 1943, in which appears this paragraph, "A short distance from the Second Narrows, all traffic to and from Vancouver and the North Shore must pass this intersection, and it is an admirable location for a gas station and lunch counter".

THE COMMISSIONER: The value?

MR. MacLENNAN: "I value the site at \$700.00." Your witness, Mr. Hunter.

(VALUATION MARKED EXHIBIT NO. 3).

THE COMMISSIONER: Would you state your defence, Mr. Hunter? Is it fair market value?

20 MR. HUNTER: Yes, my lord.

CROSS-EXAMINATION BY MR. HUNTER:

Q Is this a copy of a letter you wrote to Mr. C.C. Shepherd of the Home Oil?

A Yes.

30 MR. MacLENNAN: My lord, I object to a letter like this being presented to the witness and being tendered as evidence. This witness wrote a letter to a firm asking for a report on the property and this is a report which we haven't had an opportunity to

J. Nishihata,
Cross-Exam.

examine. He is not our valuator. He would not be called by us and if my friend wants to have him, we want to cross-examine him.

THE COMMISSIONER: Is this a valuation by the Home Oil?

MR. HUNTER: By Charles C. Shepherd, superintendent of service stations, Home Oil.

THE COMMISSIONER: I think you will have to call him personally. He certainly ought to be subject to cross-examination.

10 MR. HUNTER: Of course he will have to be called, my lord.

THE COMMISSIONER: Yes. Well on what basis do you submit that this document is admissible in evidence?

MR. HUNTER: On the grounds that this is a letter written by the claimant to him, and the reply to the claimant, and it is the claimant's own letter.

THE COMMISSIONER: The claimant's letter undoubtedly would be admissible but it is another question if the reply would be.

20 MR. HUNTER: It is very obvious why the claimant hasn't put in the reply. We are quite willing to let it stand over, if you wish.

THE COMMISSIONER: I think you better. After all, you will have to prove what Shepherd thinks is the value,, and he ought to be made available for cross-examination by claimant's counsel.

MR. HUNTER: Yes. This is an unusual situation, where the prize witness of the claimant is going to become our prize witness.

Q Have you identified that letter as your own?

30 A Yes.

THE COMMISSIONER: His own letter is admissible. It is open to question, Mr. MacLennan, whether you should face the music now or later.

MR. HUNTER: Of course this man isn't our witness, and we would love to have him in the witness box to find out on what he bases his valuation.

THE COMMISSIONER: I quite agree that any valuation he has made should be subject to cross-examination. In other words, you ought not to be bound by it.

10 MR. HUNTER: I will put the letter of the claimant in merely to show he did write to Mr. Shepherd.

THE COMMISSIONER: What is the date of it?

MR. HUNTER: February 9th, 1948.

(LETTER MARKED EXHIBIT NO. 4).

MR. HUNTER: I fail to see why my friend puts in my appraisal and then --

THE COMMISSIONER: Well, in your case it is on the understanding that they are to be established, too. I thought that was made clear.

20 MR. MacLENNAN: Of course isn't it a little different, too, my lord. We are putting it in as an appraisal of a man he sets up as an evaluator.

THE COMMISSIONER: Yes. If your appraisals were put in by your friend, Mr. Hunter, and he was proposing to prove value by them, that would be a rather different question. I think if it were suggested to him that he should be bound by those appraisals, he would be very loathe to put them in.

30 MR. HUNTER: I never thought he was doing that, my lord, but perhaps he has been doing it. It is a pure

J. Nishihata,
Discussion.

question of value, my lord.

THE COMMISSIONER: All right.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing to be a true and accurate transcript of the proceedings herein.

J. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

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DEC - 2 1947

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

ACKNOWLEDGED

6366

NOTIFIED
W

Vernon

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME NISHIHATA Jiro (RCMP) Reg. No. 04395
(Print) Surname Given Name

(2) Pre-Evacuation Address 108 Moncton St., Steveston, B. C.

(3) Present Address Box 1876, Vernon, B. C.

(4) REAL ESTATE

(a) Street Address (if any) St. Dennis-Main St., North Vancouver, B. C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Catalogue No. 426, St. Dennis and Main St., North Vancouver,
B. C., Lot No. 14, 15, and 16, Block 204.
Above building was burnt down on January 1943- building
insured.

(c) Type of Real Property (cross out words which do not apply):

- (i) ~~Farm~~
- (ii) ~~Residence~~ Type of business Leased
- (iii) ~~Business~~
- (iv) Any other type of property (describe) _____

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.).....sole owner

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land	- - - - -	\$	<u>5800.00</u>
(ii) Buildings	- - - - -	\$	<u>2700.00</u>
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable)	- - - - -	\$	<u>1650.00</u> (garage equip.)
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value)	- - - - -	\$	<u>5200.00</u> <u>10150.00</u> <u>5800-</u>
(v) Amount at which Custodian sold property and credited your account	- - -	\$	<u>2411.58</u> <u>1000</u>
(f) Loss (This figure is arrived at by deducting item (v) from item (iv))	- - -	\$	<u>7738.42</u> <u>4800-</u>

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation _____

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) _____

(c) How stored or packed at time of evacuation _____

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

(e) Itemized description of personal property which is the subject of the claim:

- | | | | |
|-----|-------|--------------------|-------|
| 1. | _____ | Estimated Value \$ | _____ |
| 2. | _____ | Estimated Value \$ | _____ |
| 3. | _____ | Estimated Value \$ | _____ |
| 4. | _____ | Estimated Value \$ | _____ |
| 5. | _____ | Estimated Value \$ | _____ |
| 6. | _____ | Estimated Value \$ | _____ |
| 7. | _____ | Estimated Value \$ | _____ |
| 8. | _____ | Estimated Value \$ | _____ |
| 9. | _____ | Estimated Value \$ | _____ |
| 10. | _____ | Estimated Value \$ | _____ |

TOTAL CLAIM FOR PROPERTY LOSS \$ _____

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - - - - - \$ 7738.42

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.) (b) Do you require the services of an interpreter at the hearing? Yes or no. Yes

Vernon, B. C.

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA)
Province of British)
Columbia TO WIT:)

I, Jiro Nishihata, Box 1876 of the City of Vernon in the Province of British Columbia

DO SOLEMNLY DECLARE THAT:
The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at the City)
of Vernon)
in the Province of British Columbia)
this 15th day of November)
A.D. 1947.)

Jiro Nishihata
A Notary Public in and for the Province of British Columbia
A Commissioner &c

N.B.— THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C. BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

Jiro Nishikata
(Claimant's Name)

Claim 1

REAL ESTATE
(Other than farm)

- OH 295 -
Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
Vacant Land - (formerly a garage, service and kurbelue stand) LOTS 14, 15 + 16, 32, 26 DL 204 at SW corner St Dennis + main streets		n/a	2/3 75' ± on main St. + 120' ± on St Dennis		1925	May
Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale			
N. Vancouver, close to second narrows, stores and houses in area	3000 cash (as vacant land) in 1924	erected service station + living quarters on land buildings burned down (total loss) in Jan 1943 - <u>no claim</u> <u>ere there</u>	\$ 5800.00			
Comments re upkeep of premises:	EXHIBIT No. <u>171-1</u> DATE <u>23 Feb-1948</u> FILED BY <u>J. A. McEwen</u>					
n/a -						

Comments re Appraiser's report not covered above:

I do not agree with the appraisal of this land at \$700.00. The sale by the custodian at \$1000.00 - and considering that these figures are greatly below the fair market value of this excellently located service + billing station site, which all traffic between N + S Vancouver must pass. I leased this site, with the buildings I had erected thereon + the equipment pertaining thereto to Home Oil Distributors Limited for 10 years from 1st Feb 1929 for 10 years at 70 per month, with an option to purchase the lands, buildings and appurtenances at 10,000. This lease was continued from year to year, last renewal being for one year from Aug 1 1942. The custodian collected the rent after my explanation, which at this time was 40 per month. see rental the here.

Comment - I believe this land to have been at least 7000 worth the amount I am claiming on 5800, when it was sold in May 1945 by the custodian

Jiro Nishikata
SIGNATURE

Registered No 68333. \$935

This Indenture,

Made in duplicate the **First** day of **February** in the year of Our Lord one thousand nine hundred and twenty **nine**.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

JIRO NISHIHATA of **Lynnmore Post Office, Vancouver District, Province of British Columbia.**

Insert full Names, Addresses and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

And

HOME OIL DISTRIBUTORS LIMITED, of 567 Burrard Street, in the City of Vancouver, in the Province of British Columbia.

hereinafter called the "Lessee" of the Second Part:

Witnesseth, that in consideration of the rents, covenants and conditions hereinafter respectively reserved and contained the Lessor doth demise and lease unto the Lessee **All and Singular**

Block 26
Lots fourteen (14, fifteen (15, sixteen (16), D. L. two hundred and four (204. Group 1 NW 8 plan 1340

Together with all erections and buildings thereupon erected, standing and being or hereafter during the said time to be erected, and together also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the same premises belonging or otherwise appertaining.

To have and to hold the same unto the Lessee for the term of **Ten (10) years less 3 days**, to be computed from the **First** day of **February** in the year of Our Lord 192 **9**, yielding and paying therefor **for each** and every **Month** during the said term unto the Lessor the clear **monthly** rental or sum of **Seventy Dollars (\$70.00)** of lawful money of Canada payable as follows:

On the first day of each month the sum of Seventy Dollars (\$70.00), the first payment to be made and become due on the first day of February 1929,

during the said term without any deduction, defalcation or abatement throughout on any account whatsoever; the first of such payments to become due and to be made on the day of _____, 192

EXHIBIT No. 171-2
DATE 23 Feb 1948
FILED BY

J. A. McFarlane

The Lessee covenants with the Lessor to pay rent; ~~AND to pay taxes~~; AND to repair (reasonable wear and tear and damage by fire and tempest excepted) AND that the Lessor may enter into and view state of repair; and that the Lessee will repair according to notice, save as aforesaid; AND the Lessee will not carry on any business that shall be deemed a nuisance on the said premises; and will not assign or sub-let without leave; AND that he will leave the premises in good repair; AND will not cut down timber without leave.

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 Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

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 or damaged by fire so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been repaired or made fit at the option of the Lessor for the purpose of the Lessee.

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Proviso for re-entry by the Lessor 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.

The Lessor covenants with the Lessee for quiet enjoyment.

The Lessor hereby gives the Lessee ^{exclusive} the option to purchase the within demised property at any time during the term of the within Lease for the sum of TEN THOUSAND DOLLARS (\$10,000.00) free of all encumbrances. The said sum of Ten thousand dollars to be paid to Lessor upon due delivery of Title to said property.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature of Witness

Street Address

City or Town

Occupation

[Handwritten signature]
[Handwritten signature]
1040 Georgia St W
Vancouver BC
Accountant

[Handwritten signature]

[Handwritten signature]
[Handwritten signature]
Secy.



North Vancouver Realty (E. N. Copping) Ltd.

Agents for:

Sun Insurance Office Ltd.
Caledonian Insurance Company
Phoenix Assurance Co. Ltd.
The Century Insurance Co. Ltd.
The Liverpool-Manitoba Assurance Company
Norwich Union Fire Insurance Society Ltd.

143 LONSDALE AVENUE
NORTH VANCOUVER, B.C.

Agents for:

Mercantile Insurance Co.
The Sea Insurance Co. Ltd.
The Casualty Company of Canada
North British & Mercantile Insurance Co. Ltd
British Traders Insurance Co. Ltd.
Alliance Assurance Co. Ltd.

November 5th, 1943.

F. G. Shears Esq.,
Director,
Office of the Custodian,
506 Royal Bank Bldg.,
Hastings & Granville Sts.,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	NOV 6 1943
File No.	✓
Ans.	✓
Referred	Shears

Re Cat. No. 426,
Lots 14,15,16, Block 26, D.L. 204.

Dear Sir:-

The above consists of a vacant corner (S.W.) at the intersection of Dennis and Main Street, Lynnmour, on which formerly stood a garage and lunch counter.

A short distance from the Second Narrows, all traffic to and from Vancouver and the North Shore must pass this intersection, and it is an admirable location for a gas station and lunch counter.

I value the site at \$700.00.

In more normal times with lumber and other building material more readily obtainable, and auto traffic unrestricted, its value would be considerably higher.

Yours truly,

C/c

NORTH VANCOUVER REALTY (E.N. COPPING) LTD.
Per

E. N. Copping

EXHIBIT NO. 171-3
DATE 23 26 1948
FILED BY J. A. McEwan

COPY

EXHIBIT No. 171-4
DATE 23 Feb. 1948
FILED BY J. W. G. Hunter

February 9, 1948.
R.R. #3,
Vernon, B.C.

Mr. C.C. Shepher,
Home Oil Distributors Ltd.,
Vancouver, B. C.

Dear Sir:

Regarding on my property (Narrow Service Station) sold by Custodian at very little price.

This property (3 lots) I had been paid 3000 year of 1924. In this case I need fair market value at present time so will you kindly let me know your or real estate man's estimate for my evidence.

Write me as soon as possible.

Yours truly,

Joe Nishihata.

P.S. My claim hearing coming 16th February.

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

DATE: April 12, 1948

B. I. Lawson