Name of Claimant NIKAIDO, Mitsu Case ~~713~~ 713

Custodian File ~~5821~~ 5821

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	Total Award 80% of all Sale Prices: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
					632.00		1620.67				1620.67

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 & Not Found & Recorded Now Missing	45% of amount in next preceding column

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	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
21.00	2.00	.60	46%	697.10	320.66			321.26

TOTAL RECOMMENDATION 1941.93

Vancouver, B. C.,

September 30th, 1949.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

J.A. MACDONALD, Esq., and D.T.B. BRAIDWOOD, Esq., appearing for the Crown.

A. G. VIRTUE, Esq., K.C., appearing for the Claimant.

R.J. McMASTER, Esq., appearing for other Claimants.

A. WATSON, Esq., Secretary.

D.F. SAUNDERS, Esq., Official Reporter.

THE COMMISSIONER: What case are you going on with, Mr.Macdonald?

MR. MACDONALD: I believe, my lord, we will hear further general evidence on the matter of evaluating a leasehold.

MR. VIRTUE: This is the lease, in particular, sir, of in the Nikaido case.

THE COMMISSIONER: Number?

MR. VIRTUE: No. 713. I want to call Dean Clement.

DEAN CLEMENT, recalled:

MR. VIRTUE: Shall I wait for the file to come up, sir?

THE COMMISSIONER: No. Dean Clement has already been sworn in these proceedings. I do not think he need be sworn again.

EXAMINED BY MR. VIRTUE:

Q Dean Clement, you are acquainted with the issues in

this particular case which relate to the value of the leasehold owned by the claimant Nikaido?

A I have read all the records, and in the last 36 or 48 hours tried to familiarize myself with the general and particular aspects of the case.

Q You have read the transcript of the evidence of Mr. Nikaido himself? A: Yes.

Q And you have read a transcript of the evidence given by Mr.Menzies? A: Yes.

Q And the various claim forms, and so on? Would you

A tell his Lordship what steps you have taken in the last 48 hours or so to enable you to give an opinion on this question?

A I was asked to try and find a formula or principle with as many factors as possible that might be useful to your Lordship in arriving at a decision, or in making an award. My firststep was to go to the Farm Service records in this Province, which were mostly at the University, to see what information was available with regard to leaseholds, and no information is available. Then I turned to the Dominion Department of Agriculture and Economics Branch, interviewed Mr. Woodward, and he also, in cooperation with the University, conducts a survey, but he had no information which was of use to me. Then I turned to the Standard reference of Murray on Farm Appraisals, and Mr. Murray has also overlooked the question of the valuation of leaseholds of this nature. So I had no time to visit this property or any of the others, and consequently

I am working entirely from the records that are available.

Q You did read the description of the property given by Mr. Menzies in his evidence?

A I have a fair idea of the property as described by the lessee and by Mr. Menzies.

THE COMMISSIONER: This is an Indian Reserve lease, is it?

MR. VIRTUE: Yes.

Q Will you tell his Lordship the practice that you adopted in endeavouring to arrive at an opinion? Just go ahead and tell your own story.

A I naturally looked up as much information as I could to get ideas and they are very limited insofar as this Province is concerned. As I understand the case, it is 15 acres leased from the Indian Department for $180.00 a year, the lease beginning in 1941 and ending in 1945. At the time of the appraisal of the value of the land it had four years to run. The lessee in his claim divides it up into clearing, tillage, planting, and then listed the strawberries, blackberries, black caps, and buildings, and so on, all separate. In my appraisal I followed the usual method of combining the tillage with the value of the raspberries, strawberries, and so on. In other words, you have to cultivate and you cannot very well separate the actual tillage from the product of the tillage in the form of the vines and bushes, and so on. Assuming all the records are correct, the poultry

houses on the plant have an average age of 10 or 11 years, which means they would be written off in approximately ten years, or six-tenths of the value had been written off when the lessee left the property; four-tenths of the value still remained in the poultry plant. The other things, the$300.00 house, I wrote down to $120.00; the next $300.00 house, $ to $120.00, and so on down the list; four-tenths of the value still left; one-tenth will have to be written off in each of the last four years. I left the acreage, and wood-shed, and the addition to the house, as they are small amounts. The addition to the house, the wood-shed -- I modified them very little.

THE COMMISSIONER: Mr. Virtue, I do not suppose you contend that the claimant could possibly have any claim to the equity that might remain at the end of the lease?

MR. VIRTUE: No, I have asked the Dean to make a study on that basis. I have asked him to assume two things: First, that all we had at the end of the term was a possibility -- no legal right -- to a renewal, and, secondly, at the end of the term the improvements would be forfeited. He has made the study on that basis. I may say, my lord, that I doubt if the Dominion Government would be entitled to take the position, but that is the legal basis in which we will proceed.

THE WITNESS: Then there were four acres of strawberries on the property. They were valued at $415.00, but

it is difficult to separate the cultivation from the berries themselves, and I have put them in at a value of $125.00 per acre, with $500.00 for the four years altogether. We don't know in what condition the strawberries were. We assume they were average, and one-quarter would be new plants, and one-quarter one year old, and one-quarter two years old, and one-quarter three years old, which would be the normal procedure, on a well managed farm. The blackberries have been put in at $50.00 an acre for the four years; the blackberries $50.00 for the four years; rhubarb about $50.00 for the four years. In other words, there was a substantial equity in the plantings of strawberries, blackberries, black caps, and rhubard, and so on. Out of all that I arrive at a valuation of the equity at $2,382.50, or in round numbers $2400.00, which is four-sevenths of the claim. That may have to be discounted slightly because of certain uncertainties, but that would be my valuation.

THE COMMISSIONER: Q: $2400.00? A: Yes, it works out at a discount slightly, but not more than $300.00 or $400.00.

MR. VIRTUE: Q: Would you have to write off that figure, the annual rental for the four years, which would come to $700.00? A: I included the annual rental, $720.00, inmy calculation.

Q What would be deducted from the $2400.00 in arriving at the net value of the lease?

A It could be.

Q Then there would be some contingencies which would reduce it a little further?

A Then there was another method of approach and I gave it a great deal of thought. Here we have a house which is useable, four acres of strawberries, an acre of blackberries, an acre of black caps, three-quarter acres of rhubarb, and housing for 800 head of poultry, and I estimate possibly the rental there would be between $45.00 to $50.00 a month per year, which again would bring it to approximately the same figure, at $40.00 to $50.00 a month, for the house, the plantings, and the eight hundred head poultry house.

Q If we take it at the lower figure of $45.00 a month, that would be $540.00 a year, and for the four years that would be $2160.00?

A Approximately.

Q Again you would have to deduct the $180.00 a year which would have to be paid --

A It is a very difficult case to handle, my lord; the most difficult I have seen anywhere.

THE COMMISSIONER: Do you wish to examine, Mr. McMaster?

MR. McMASTER: I would like to. I want to get the last point clear. Do you suggest that the rental of the property might be $40.00 to $50.00 a month?

A A man might be willing to pay $45.00 to $50.00 a month for four years.

Q That is putting it purely on the basis of supposing this man, the Japanese, had gone away for four years and said, "I want to sub-let this"?

A Yes.

Q Do you think that would be proper and reasonable?

A I would think that would be reasonable, considering the plantings, and so on, on the property and the poultry houses.

THE COMMISSIONER: Yes, Mr. Macdonald?

EXAMINED BY MR. MACDONALD:

Q Dean Clement, essentially a transaction when a lease is signed and the balance of the termsis assigned, the transaction is the assignee steps into the shoes of the original lessee. Is that not right?

A Yes.

Q Now when a man was considering whether he took over the lease or not, he would be interested in the suitability of the land, would he not?

A Very likely.

Q All the factors that come under that heading?

A Yes.

Q And would you agree with this, that those factors which come under the heading of suitability of land would have been taken into account in the original lease from the owner of the landto the lessee? A: You mean from the Indian Department, the lessee.

Q In the amount of the rent? A: No, I gather something like this happened. The Indian Department does not know very much about agriculture. They would put an arbitrary rental figure on the land, and the lease would be drawn. The Japanese

apparently knew suitable land. I would not say that the Indian Dppartment was well qualified.

Q I was speaking more generally. In the ordinary course of a landlord trying to get the best possible rental, those factors would be taken into account? A: Yes.

Q So someone taking over the lease from the lessee would have to decide whether he could make a go of it, with the rental which was already in effect between the lessee and the landlord? I suggest, Dean Clement, that what an assignee, lessee, would be willing to pay would be something just to compensate the original lessee for the cost of the plantings and labour to date. Generally speaking, that is a fair proposition?

A Well that would make the value much higher than I put on it because if you go back to put the value of the labour put in it, it is out of all proportion. In other words, the value would increase if you go back and figure just what it costs to put in these ditches and plant those plants and build those houses, and so on. I don't think we should go that far.

Q I agree with that, but it is, in effect, -- it is really reimbursement for what is there in the way of plantings? A: Yes.

Q That is the way a prospective purchaser would direct his attention? A: Yes, reimbursation from the plants that are in the ground and use of the poultry house and the use he would make

of it himself. That would be correct.

Q If an experienced operator had the original lease, the buyer from him might consider the margin of profit so slight or small that he would not want to pay a great deal for the planting there? Is that not so? A: I don't think that would be based entirely on experience. It would be based on the quality of the plantings, the age, and so on, when you are making the bargain, and there would be somebody there likely to advise him if he was inexperienced.

Q An inexperienced buyer taking over a lease from an experienced operator might well feel that though the original lessee could make a profit with the rent which was in effect, and which he would have to assume, he himself could not make a profit?

A No, the inexperienced man would assume he could make a bigger profit. When you have an inexperienced man making a deal like that, you have a "sucker".

Q The Japanese were in the main experienced operators?

A Oh yes, experienced operators in a certain way, in certain methods; not machine operators. I think I made that point clear in my earlier evidence.

Q What would you say as to the experience or otherwise of the people who were in the market to take over the properties in 1942 and '43?

A Generally speaking, they were inexperienced in that type of farming. In this case it was taken over by the Pacific Co-Operative Union. The Union itself was experienced, but what the man was who was put on

to operate it, I don't know. He may have been experienced or inexperienced.

Q Would you agree with this, Dean Clement, that in 1942 and '43 and before, it was generally understood amongst farmers that the Japanese were more industrious -- would work longer hours than white operators?

A There was a great deal of feeling on the part of the white operators that the Japanese were working very hard, tending to undermine their industry, yes.

Q A white operator wanting to take over Japanese property would have that in mind that the property had been operated by a man who had put in more hours today, had used the labour of his family, had employed labour that he was not prepared to employ himself? A: Well, he would know that the Japanese had employed his family in wet weather and dry weather, and under all kinds of conditions. He would know that.

Q He would know that he was not prepared to do it himself? A: I don't know about that.

Q Most white operators were not prepared to do the same thing? A: A large percentage of the white operators were not prepared to do it at that time. Some of them are doing it now.

Q It would be a factor that a white operator, taking over the property or bargaining to take over the property would consider, is that not so?

A I think so. The white operator would handle it

differently. He would immediately borrow money to buy a machine, a small rotary tiller.

Q Machinery would be difficult to obtain at that time, '42, or '43 and '45?

A Yes.

THE COMMISSIONER: Q: Dean Clement, canyou assume that youx yourself were interested in taking up a lease such as this at the time, in 1942? Under those conditions would you have been prepared to pay $1680.00 and assume the balance of the termx for the privilege of operating the farm?

A I would have to answer in a general way because I would not have at that time or now taken up a farm at any price.

Q I have to assume a willing purchaser. Now can you imagine a willing purchaser being prepared to pay $1680.00 and assuming the liability for the rent of that property? A: You can look at it this way: four acres of strawberries, an acre of blackberries, an acre of black caps, 3½ acres of rhubarb. The Japanese would likely bargain -- the price of berries advanced eight cents, 11 cents to eighteen cents. In other words, prices were advancing and the general tendency at that time for the white men was to try and get hold of Japanese properties -- to their sorrow very often. I do not think that is an unreasonable amount of money to ask for the total assets on that property which would possibly include the removal of the buildings, if you wanted to use them, but I would not consider

it a factor.

Q Let us examine the situation in the terms of what was actually experienced following evacuation? The Pacific Co-Operative operated for a year, as I understand it? and they put in the man Gans for a year at a rental of $200.00 a month. Were they handing Mr. Gans something on a platter?

A I think not --

Q By charging him $20.00 a month more than was payable to the Indian Department?

A I don't recall that point at all.

Q Those are the facts. A: I understand the Co-Operative Union paid Mr.Gans.

Q No, they sub-let again for $200.00 a month, Gans assuming the liability to pay $180.00 a month to the Department?

MR. VIRTUE: Did you intend to say a month or a year?

THE COMMISSIONER: Oh, a year, yes. $200.00 a year against $180.00 a year.

THE WITNESS: What was the question?

THE COMMISSIONER: Q: Do you think that the Pacific Co-Operative were giving Gans a most extraordinarily good opportunity when they were charging him only $20.00 a year for this asset which you consider to have been worth $1688.00?

A I don't know what they would consider, but if this man was getting it for $20.00 a month net, he had a real good proposition. In other words, if it was only costing him $20.00 a month after all expenses, he has a good proposition, because he

would have all this fruit.

Q I am just putting it to you. Here is a co-operative organization, presumably which is familiar with agricultural operations such as this, and they choose to make a deal whereby they let the balance of the term to this man for $20.00 a year over and above the rental which had to be paid to the Indian Department. A: I wonder if there is any other factor in that; that this man had to deliver all the fruit to the Co-Operative, and so on.

Q That would be the normal procedure in an organization such as that. He could not market it anywhere else in any case, I suppose, from that locality?

A I would presume the Co-Operative Union when they made such a term felt they were making a good bargain for the Co-Operative Union. I knew Mr. Shimek and he was a pretty shrewd operator.

THE COMMISSIONER: Very well.

MR. VIRTUE: I think I might ask the Dean just some general questions, my lord.

MR. McMASTER: Before my learned friend proceeds, I would like to follow up this last point your Lordship raised.

THE COMMISSIONER: Yes, you are free to do it.

MR. McMASTER: Q: You are fairly familiar with the Co-Operative organizations and agricultural groups, the producers' co-operatives?

A Yes.

Q Is their normal function the operating of the properties or the marketing of the products?

A Normallythe Co-Operatives do not operate properties. They take these products from the properties and sell them fothe best possible return, and then make a rebate or make a final payment after the deduction of costs to the operator.

Q And that is fairly general practice, amongst the co-operatives? A: That is the practice. I don't know of any exceptions to that in the co-operatives.

THE COMMISSIONER: Q: What impressed me, Dean Clement, in regard to your valuation is that it is for me to determine whether a willing purchaser could have been found for that lease and in terms of the actual experience through theCo-Øperative, it seems rather optimistic to assume they would find anybody who would be prepared to pay $1680.00. I would like your comment. A: Well, it may have been difficult had you attempted to find some individual who would take over that property. I don't care to lessen my valuation on that. I think if there were four acres of strawberries and the poultry house, I have got it low enough. If anything, this is too low. That is my point of view.

THE COMMISSIONER: Very good.

MR. VIRTUE: I just wanted to ask Dr. Clement two or three general questions about the other recent studies of his. I think you might perhaps -- you made perhaps not as close a study but you also reviewed the lease held by held by Matsushida.

A I would have to have the number.

THE COMMISSIONER: Better give me the numbers when you mention the names.

MR. VIRTUE: Matsushida is Case No. 693. That was one of the five. A: I have not studied that one.

Q Did you study the one that was held by the two partners? A: Yes.

Q That is Case No. 680, and then you studied the one, I believe, of Mura? A: Is that 85?

Q That is Case No. 700. A: The $1400.00 claim, is that correct? I want to be sure I am right in my figures.

Q Mura's claim was -- at any rate, all I wanted to ask is this: You studied two or three other cases of leaseholds? A: Yes.

Q Making allowances for the variation in acreage and the length of the term and the other variations, were your conclusions substantially the same regarding the other leaseholds?

A Generall speaking, with this exception, in the case of the partnership, 680, I valued it much more highly, because they had rented the crop for $2,000.00 plus $400.00 ground rental in 1942, and that would be a very substantial valuation on a property in Matsqui, where the crops were excdptionally good.

Q It was a new crop and had been leased in 1940 and was all new? A: $2,000.00 was a large amount of money for anybody to pay.

Q So that generally speaking, your conclusions with regard to the other leaseholds were in line with your

conclusions in the Nikaido case.

A Insofar as I have had an opportunity to study, but I have been limited in the few hours I have had.

MR. MACDONALD: Q: I don't suppose you have had any practical experience in the negotiating of deals x for the sale of leaseholds, have you?

A No, I had one on an arbitration-- one now -- I had to draw one up some time ago.

Q Would you consider an important factor in the sale of the balance of the term of the lease the terms of the lease? A: Yes.

Q Which the buyer has to take over?

A Certainly.

Q Did you know that in the case of the lease of -- the last one in Case 680 -- I am a little leary of the pronounciation of this name, Katsuzhida; did you notice there was a provision there was to be no sub-leasing without the leave of the landlord?

A No, I just had the general record given to me from Mr. Virtue's file.

Q A proviso of that kind would be something a prospective purchaser would be very concerned about?

A Yes. That is, assuming ordinary conditions, not war conditions.

Q The buyer wants security of tenure. He does not want to take over what is apparently a lease with four years to run. A: It was a 5-year lease and those two would operate on the basis of getting all they could out of it in five years. That is the way I valued it. They might plant strawberries

and rhubarb and operate it to the limit.

Q The original lessees? A: The two partners.

Q The two Japanese? A: That is right.

MR. McMASTER: Q: Just one question, Dean Clement: I take it that your valuation with regard to this last case would be based on the assumption that nobody would buy the balance of the term?

A Correct.

THE COMMISSIONER: Is that all you have for us?

MR. MACDONALD: That is all the evidence. I think you wanted to go ahead in Chambers on the other cases?

THE COMMISSIONER: Yes, I would like to go ahead and finish them. You have nothing further, Mr.MacDonald?

MR. MACDONALD: No, my lord.

THE COMMISSIONER: I will resume my Chambers on the same footing as we have been proceeding.

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

Deputy Official Stenographer

The Commissioner.

CASE NO: 713

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.)

Vancouver, B.C.,
September 29th, 1949.

IN THE MATTER OF THE CLAIM OF
MITSU NIKAIDO.

IN THE MATTER OF THE "INQUIRIES ACT"

PART I, 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.)

Vancouver, B.C.,

September 29th, 1949.

CASE NO: 713

IN THE MATTER OF THE CLAIM OF

MITSU NIKAIDO

APPEARANCES:

D. T. B. BRAIDWOOD, Esq., appearing for the Dominion Government.

A. G. VIRTUE, Esq., appearing for the Claimant.

A. WATSON, Esq., Secretary.

D. F. CHRISTIAN, Esq., Official Reporter.

MR. BRAIDWOOD: Your lordship suggested that we might have Mr. Harold Menzies in and that the counsel for

the Claimant might also produce some person who could give any information which would be helpful. My understanding with my learned friend is they have such a person now but the witness won't be ready until tomorrow morning and will appear before your lordship tomorrow morning. I think that is correct.

MR. VIRTUE: That is right.

THE COMMISSIONER: Very well. Which is the claim this leasehold matter deals with?

MR. BRAIDWOOD: There are five.

THE COMMISSIONER: There was one we heard.

MR. BRAIDWOOD: Yes.

THE COMMISSIONER: Which was that?

MR. BRAIDWOOD: Mitolo(?).

MR. VIRTUE: It was in connection with the Indian reserve, 15 acres.

MR. BRAIDWOOD: There are five others. The particular one your lordship suggested Mr. Menzies might give some type of general evidence on is No. 713, Nikaido.

THE COMMISSIONER: Go ahead.

MR. BRAIDWOOD: Before I go ahead on that, your lordship had also asked that I contact the Pacific Co-Operative Union on this particular case as to what disposition had been made. If your lordship remembers, it was the Pacific Co-Operative Union that took over after the Japanese and your lordship wanted to know what operation was carried on and any information that would be relevant from the Pacific Co-Operative Union.

THE COMMISSIONER: What was the nature of this farm

property?

MR. BRAIDWOOD: This was a farm of 80 acres, with buildings.

MR. VIRTUE: That was the freehold farm. The leaae was a 15 acre lease for five years from the spring of 1941 , expiring in 1946, and just to recall, if my friend will permit me--

MR. BRAIDWOOD: Yes.

MR. VIRTUE: You remember this man had held the lease for 20 years and he had put on -- he not only cleared and broke the entire 15 acres, but put on some fairly subsantial budildings.

MR. BRAIDWOOD: This is the one where the Indian Affairs Branch cancelled the lease and granted the lease to the Pacific Co-Operative Union, and your lordship wondered whether it had done so properly. In any event the lease was cancelled in 1942 and transferred to the Pacific Co-Operative Union at $180.00 renatal per annum and it was later leased by the Pacific Co-Operative Union to a Chinaman named Pon Son Jay, and I have now some information from Mr.A.S. Rankin, the Secretary of the Pacific Co-Operative Union, which I would like to read. I will have a copy struck off for my learned friend. It is addressed to myself, (reading).

(LETTER MARKED EXHIBIT NO. 713-10.)

I would like to call Mr. Menzies now.

HAL MENZIES, called, testified as follows:

THE COMMISSIONER: You are already sworn, Mr. Menzies. I do not think it is necessary to swear him again.

MR. BRAIDWOOD: I think it goes without speaking, my lord, that your lordship and my learned friend know Mr. Menzies' qualifications and knowledge of the Valley.

I was thinking, my lord, that I might ask Mr. Menzies some very general questions and leave it to your lordship to follow these particular questions with my friend and then we might get down to the specific issues.

THE COMMISSIONER: Very well.

MR. BRAIDWOOD: All right.

DIRECT EXAMINATION BY MR. BRAIDWOOD:

Q Mr. Menzies, I have explained to you that his lordship wants to get some general information upon which he might evaluate the leasehold areas held by the Japanese at the time of evacuation. I take it you are familiar with leases generally.

THE COMMISSIONER: I do not know that your description quite accurately puts the proposition. What I am seeking ~~is~~ to get is what assets the tenant can be said to have in the leasehold. In other words, supposing he had attempted to sell the balance of the term, what might he have realized out of it.

MR. BRAIDWOOD: Q: Mr. Menzies, I take it these leased properties can be assigned or sold from time to

time -- the interests of lessees in the property?

A Yes.

Q You are familiar with that type of transaction?

A We have done very little of it.

Q Would you tell his lordship what factors you would take into account in evaluating such a transfer or assignment or sale of the leased interest?

A Referring to a fruit farm, the value would be in the crop that is planted and the condition of the crop in anticipation of the crop return. With fruit, particularly strawberries or raspberries, but particularly strawberries, the crops are planted and are good for three years, and there is a good deal of expenses connected with preparing the ground and purchasing the plants and setting them out and fertilizer. After that has all been done, it is valued accordingly, and if the crops are older crops, three year crops, their value is lessened accordingly. Also in the spring of the year, when the crops have been prepared for fruiting and the work has been done, the fertilizer has been spread, then, of course, there is a definite value for that season anticipated.

MR. BRAIDWOOD: Q: I take it that the planting and cultivation done on the property is one factor?

A Yes.

Q And I take it the time of the year in which the lease is assigned or sold is another factor? Is that correct? A: Yes.

Q What have you to say as to the term of the lease? Would that be a factor in value?

A Yes, definitely. The experience we had with the leases that were sold to whitemen ~~x~~ was that the Japanese left these crops in prime condition and our white leaseholders paid a good price in some cases and owing to the season and experience, they suffered a total loss. There were some heavy losses in the first season after the Japanese left, particularly owing to the unusual inclement spring weather.

Q That was in 1942? A: Yes.

Q What you are telling us is that the new lessees didn't realize what they hoped to realize out of these leaseholds? A: There is a definite hazard has to be anticipated in the weather, which was emphasized in 1942 to the detriment of the leaseholders, and the experience required is not often anticipated in a fruit farm. They don't understand. The Japanese would overcome aninclement season by their methods of farming. They will go out with sacks over their shoulders and pick up the weeds in the rain. I don't know of any other type of farmer out there who would do that. Consequently, in a wet season, an inexperienced farmer will lose most of his crop.

Q Are you telling me now that another factor is the personality of the lessee?

A I think that is definitely so.

Q And what he is willing to do for himself or have others do for him?

A Yes.

Q I asked you if the term of lease would have any effect on value. Would a short term lease be more valuable than a long term lease, or the reverse?

A I think a long term lease would be more valuable, because it would permit the lessee to put in crops that he could realize on during the term of the lease and he would know what crops to put in, if he had a definite lease. A short term lease was what paid the interests of the renters up there, in view of the fact they were only sure of one year; they weren't able to put in crops they could realize on.

Q I take it in small fruits like strawberries and raspberries they would be called a shorter term proposition as far as lessees were concerned, is that right? A: Yes.

Q You mentioned three years.

A Three years would embrace the production period of strawberries particularly.

Q And for larger fruits such as apples and pears and son on, would a short term lease be a good thing or a bad thing?

A It wouldn't apply so much to large fruit, because you have the seasons of crop and there is not so much preparation.

Q In any event, the crop grown on a particular property has a value on the lease interest?

A Definitely.

Q There is one other factor I would like to cover, and that is what would you say as to the rental being paid by the lessee? Would that have an effect

in evaluating the lease?

THE COMMISSIONER: What do you mean-- the amount of the rent?

MR. BRAIDWOOD: Yes, my lord.

Q That is to say, the monies being paid by the lessee during the term of the lease, would that be a factor in evaluating the potential value of that lease?

A Well, it would establish the value that an experienced farmer anticipated obtaining from the property. It would be a guide, I would think.

Q Can you give us any information as to the difference between what I think the Pacific Co-Operative Union people call a lease on a cash basis and a lease on a crop basis? A: I am not just sure how that applies. Do you infer that the leasing on a crop basis, the lease will be based on the returns?

MR. BRAIDWOOD: Yes. I think we have had that in several cases.

THE COMMISSIONER: That is what I would understand to be the difference.

MR. BRAIDWOOD: I think we have had several types of leases, and one would be on a straight cash payment and the other would be something along the Pacific Co-operative Union line of apayment based in relation to the crop taken off.

A A proportion of the return.

Q Yes. A: I understand.

Q Can you tell his lordship whether one or other of that type of lease would be differentiated in a valuation? A: The cash basis

would undoubtedly be the most valuable to the experienced farmer, while the returns basis would be the safest arrangement for an inexperienced farmer.

THE COMMISSIONER: Due to the fact he has no cash outlay to make and the result depends upon his own efforts?

A Yes, my lord, and his skill.

MR. BRAIDWOOD: We have been discussing some factors, and I am suggesting to you that in trying to estimate what value a leasehold interest had that one would have to take those factors into consideration that we have been discussing; that is to say, the term of the lease, the money payable under it, the type of crop, the location, the time of the year -- the various factors we have been discussing. Is that correct? A: Yes.

Q Are there any other factors one would have to consider in evaluating what the leasehold was worth?

THE COMMISSIONER: Q: The productivity of the soil would be an important factor, would it not?

A Yes, my lord, and it is definitely of more value to an experienced farmer, which I presume is the value of the lease. One farmer would not be able to make a profit out of his lease and an experienced farmer would, and the actual value would be the results of the experienced farmer rather than the value estimated on an inexperienced farmer.

MR. BRAIDWOOD: Q : Let's take, for example, a strawberry farm in which a leasehold interest is concerned. Would the state of the market for strawberries have any effect on the value of the leasehold interest?

A Yes, I think so.

THECOMMISSIONER: You are now referring to market prospects.

MR. BRAIDWOOD: Yes.

A I think market prospects would have a definite value.

Q That is another factor which would have to be taken into consideration in coming to an idea of the value of a leasehold interest?

A Yes.

Q My learned friend has suggested to me I might ask you this question. Would the potential residence value, where there was such present, be a consideration?

THE COMMISSIONER: You mean to say prospective use of the land?

MR. BRAIDWOOD: Prospective use of the land as a residence, my lord.

THE COMMISSIONER: What possibility would a tenant have of erecting a dwelling on leased land?

MR. BRAIDWOOD: I will probably leave this for my learned friend, but I think the basic idea was the use of buildings on the property as such from a residence point of view.

THE COMMISSIONER: You did not put it that way.

MR. BRAIDWOOD: I will put it again, then.

Q Would the useability of buildings on the property with which the lease is concerned, their useability as a residence, be a factor in coming to a value of the leasehold interest?

A You have some value consistent with the type of buildings on it that were suitable for the ordinary tenancy;

you would have a value accordingly. That is a situation which has changed materially since 1942. At the present time, of course, any building has a value.

Q You have discussed some of the factors we have to take into consideration, Mr. Menzies. Can you tell me, in fact, whether there was much dealing in leaseholds in the Fraser Valley in 1942 and 1943?

A I would say there wasn't.

Q Can you tell me why? A: Because it wasn't customary for the Japanese to lease if they could purchase, and we had very few, as I recall, Japanese that were leasing, except those properties that couldn't be bought, such as has been referred to -- Indian reservations and that sort of thing.

Q Was it customary for white holders to lease?

A Not fruit farms.

Q In other words, the fruit farm business was an ownership proposition? A: Yes.

Q And you would say these leaseholds were not the usual thing but the unusual thing?

A That is correct.

Q Can you recall in your experience any leasehold interest you have seen change hands in 1942 and 1943, say, through your own office?

A Yes, I can recall some Japanese places that were leased.

Q How would you act in those transactions?

A Well, those properties were leased principally on the basis of the prospects of the immediate crop. They

would only be leased subject to the Custodian and they couldn't obtain more than a one year lease. But this factor made a great many Japanese lease their places to white men they knew, neighbours and friends, and they leased them on a very small lease basis to have their friends hold them and control them. That was a first move some of them made.

THE COMMISSIONER: Are you not getting away from the problem we are concerned with here. I understood we were only concerned with transfers of land held under lease by Japanese.

MR. BRAIDWOOD: That's right.

THE COMMISSIONER: The sale of the unexpired portion of the term.

MR. BRAIDWOOD: That's right, my lord. I have been trying to bring out these factors on a general basis so that your lordship might have some idea.

THE COMMISSIONER: I am not concerned with the matter that the witness has just now been speaking of.

MR. BRAIDWOOD: I think that is true. I think I have explored all I can with Mr. Menzies on the general basis and I might leave it to my friend now. Of course, I would like to examine Mr. Menzies in general on the cases.

THE COMMISSIONER: Supposing you exhaust your examination relating to this case before Mr. Virtue opens.

MR. BRAIDWOOD: I was wondering whether that might be the case, or whether my friend would prefer to state his position and then have Mr. Menzies help the Court. My friend stated his position the other day

and I would be pleased to lead other evidence as to exactly what was done, if your lordship sees fit.

THE COMMISSIONER: I would prefer you go on and complete your examination of Mr. Menzies relating to this case. It is understood that the evidence Mr. Menzies gives here can be applied to any other leasehold cases.

MR. BRAIDWOOD: Q: I am going to read to you an extract from the Custodian's file, which I read to my learned friend two days ago, and I should like you to consider the facts. Then we might have some questions on this particular case:

"This claimant, Mitsu Nikaido, held lease No. 444 . . . . .Indian reserve."

Are you familiar with that area?

A Yes.

Q Do you happen to know this property by any chance?

A Yes, I know the property.

Q "This lease was renewed the 1st April, 1941 . . . . from the Department of Mines & Resources."

I think that sets out the facts, my lord.

THE COMMISSIONER: Yes.

MR. BRAIDWOOD: Q: You are familiar with this property?

A With the 15 acre property you mentioned, yes.

Q Did you know anything about the lease No. 444 here?

A No, I didn't.

Q I notice it was a 5-year lease in which a number of years were let to run. Would you consider that to be a valuable leasehold interest?

A Yes, I would.

Q Can you give his lordship any description of the

property? A. The property occupies a south slope on the north side of the highway ~~x~~ east of the town of Whonnock, and having a southern slope and being fairly even land, it was ~~fx~~ very suitable for fruit growing and was, to my memory, in very good condition when the Japanese left it. It was planted out mostly in strawberries and it was an ideal location for such fruit.

Q Do you know anything about Nikaido's operation of the property? Was it a good operation or a poor operation?

A I know nothing about it, except the appearance of the property from the highway.

Q You weren't on the property?

A I have been on it several times even during that time, I think.

THE COMMISSIONER: Mr. Menzies has stated that the farm was in good operating condition when Nikaido was evacuated. Do you think you can help us any more than express an opinion as to what the value of that leasehold was at that time?

MR. BRAIDWOOD: There was one thing I would like to bring out.

THE COMMISSIONER: Yes.

MR. BRAIDWOOD: Q. Nikaido claims he has erected a house and certain other buildings on that property. Do you know anything about ~~kx~~ that?

A There were very modest buildings on the property I am sure were erected by the Japanese owner, because the Indians wouldn't erect them. They were there. They weren't valuable houses. They were just small

cedar houses, unpainted.

Q Do you know how long Nikaido had been on the property?

A No.

Q I notice from the information I have that the lease was renewed, so apparently there had been a prior lease. It was renewed the 1st April, 1941.

A He had been on it longer than that.

THE COMMISSIONER: I thought it was understood this was the fourth term.

A Yes, it had been cleared and planted for several years by the same tenant.

MR. BRAIDWOOD: Q: Upon his evaucation about a year after the renewal, with the lease having four years to run, would you be able to give his lordship an indication of the value in money of that leasehold interest? A: I don't think I could give a very valuable opinion on that, because it would depend upon the condition of the strawberries, the age of the plants and the amount of acreage in reasonably young plants; that is, in the first three years.

THE COMMISSIONER: We have this information from the Pacific Co-Operative Union that in March, 1943, the Union sub-let for a term of one year. Then by the end of two years the place required re-planting. So that these were presumably one year old plants at the time that the claimant was evacuated.

A There would be ten acres in fruit. I take it it would be worth $20.00 an acre or $200.00 a year.

MR. BRAIDWOOD: Q: $200.00 on a leasehold basis?

A Yes.

Q Do you mean that if the lease had four more years to run, it would be $20.00 an acre for each of four years. Is that what you are estimating it?

A Yes.

THE COMMISSIONER: Q: Just a moment. Does the value you put upon it include the assumption of the liability to pay the head rent?

A No, my lord, I wasn't considering that.

Q You would consider that a tenant could afford to pay $20.00 an acre per year for the balance of the term, which, in this instance, would be $800.00, and in addition pay $180.00 a year rent?

A No, my lord, I hadn't estimated ~~my~~ anything additional.

Q So that your $20.00 per acre includes the rent he would have to pay the head lease?

A Yes; because he has to re-plant during that period.

MR. BRAIDWOOD: Q: I would like to get that straight. You are not taking into account any payment to the head lease? A: No.

THE COMMISSIONER: The witness said the reverse.

MR. BRAIDWOOD: Q: It would be $20.00 an acre after having taken into account~~x~~ the head lease?

A No.

THE COMMISSIONER: $20.00 an acre would include the payment to the landlord. In other words, supposing you got $200.00 per year for four years, that is $800.00.

MR. BRAIDWOOD: We have 15 acres.

THE COMMISSIONER: But the witness refers only to ten acres being in crop.

MR. VIRTUE: I wonder if the secretary--

THECOMMISSIONER: If you will excuse me.

Q Then there is to be deducted from that $800.00 in order to determine value the annual rental of $180.00 for four years -- $720.00. So the net value of the lease would be $80.00, is that right?

A $80.00 per year.

Q No, a total of $80.00. How do you arrive at an $800.00 value? A: Well, I was arriving at a value of $20.00 per acre per year for the ten acres in fruit as a total rental to be paid for the property, assuming that the lessor would be able to give a free tenancy.

Q Then have I not correctly put it to you, that assuming you are acquiring this lease yourself, you would be prepared to pay $20.00 per acre per year?

A Yes.

Q So that over the balance of the term of four years, you would have paid $800.00.

A Yes.

Q And the person to whom you paid it is a tenant of the Indian Affairs Department and he would still have his obligation to pay $180.00 per year to the Indian Affairs Department, isn't that correct?

A Yes.

Q So that the net value the tenant has in that property is only $80.00?

A I understand you now, my lord, that is correct.

Q Is that what you mean?

A That is what I mean.

Q I do not wish to put words in your mouth, but I must understand what you mean.

A That is what I mean, because ordinarily a renter wouldn't have to pay anything but the rent he pays the owner of the land, and that I was putting at $20.00 an acre.

MR. BRAIDWOOD: I think that is all, my lord.

CROSS-EXAMINATION BY MR. VIRTUE:

Q Mr. Menzies, you said just now when you were asked about the sale value of such a lease that you could not give a very valuable opinion on that, that it would depend on the condition of the strawberries and the ground and other things.

A Yes.

Q How many actual sales of leases did you put through the office in the year of 1942 and1943?

A None.

Q None? A None. I didn't sell any leases.

Q So that you are not basing your opinion on the actual experience of buying and selling leases either by yourself or your clients.

THE COMMISSIONER: The witness made it very clear earlier that there was very little trading in these leases; practically none. We have had all that in Chief. There is no need to reiterate it, is there?

MR. VIRTUE: I wonder if I might ask the secretary to show me the file in this case.

Q According to the evidence given by Mr. Nikaido, the

Japanese tenant, his cultivation and planting consisted of the following: Four acres of strawberries, one acre of blackberries, one acre of black caps and three and a quarter acres of raspberries. Now, would those be all more or less long term crops?

A The black caps and blackberries would be. The strawberries would have to be taken up and re-set.

Q In other words, the blackberries and black caps would be what we would call permanent crops?

A Yes.

Q The strawberries, you have already stated, yielded for three years. A: Yes.

Q And the raspberries, how many years would they yield after they were planted?

A I am not sure. I think they took the raspberries up every year and re-set them for the hothouses.

Q You are not speaking of personal knowledge?

A They used hot houses.

Q There has been some evidence before the Court as to raspberries, and all I am saying is you are not speaking of your own personal knowledge.

A No.

Q We are told on this also by Nikaido that there were erected on this property seven chicken houses, a garage, a woodshed and an addition on the north side of the house, 12 x 24, and an addition on the east side of the house, 10 x 16, all at a cost of $1600.00. Now, with those buildings on that property -- and I supppse if there were additions to the house there must have been a house there originally -- would the

value of the place as a residence and a place where a man could make his home and earn a livelihood be a factor in estimating value?

A Yes, that would be a factor in my estimating the value of $20.00 an acre.

Q We were told that this lease had been renewed by Mr. Nikaido already some four times. So that there would be a possibility- I am only putting it that way-- there would be a possibility, that, had he stayed there or had he assigned to anybody else, of renewing it again at the expiration of the lease in 1946?

THE COMMISSIONER: I do not think we need any evidence on that. That is a matter of argument. I will accept your proposition that there is that possibility.

MR. VIRTUE: Q: I want to ask him if there was that possibility to be taken into consideration, would that add to the value?

A Not a possibility. It would have to be an option to be of value. You would have to know you could renew it.

THE COMMISSIONER: What is the term of this lease as to renewal?

MR. VIRTUE: As far as we know, there is no provision in it for renewal.

THE COMMISSIONER: Then, it is just idle conjecture as to whether he was going to get a renewal or not.

MR. VIRTUE: Yes, except this--

THE COMMISSIONER: Let us get on with something more important. We are taking up a lot of time over this thing that does not seem to be justified.

MR. VIRTUE: I don't think I am assisting your lordship by my examination. Perhaps your lordship might let me ask one more question, which is this--

THE COMMISSIONER: I am not stopping you, Mr. Virtue. I do not see the point of spending a lot of time on matters of little moment.

MR. VIRTUE: Q: Mr. Menzies, let me put it this way to you: Supposing Mr.Nikaido had come to you in, let us say, March, 1943 because you did dispose of the lease for $750.00, that is the crop in 1942, -- let's suppose he had come to you in the spring of 1943 and told you he had this lease and that the rental was $180.00 a year, that he told you about the buildings and planting the blackberries and all the rest of it, and said to you, "Mr. Menzies, can you find me somebody who will buy my lease from me," and supposing he had said to you, "Mr. Menzies, what do you think I should ask for the unexpired term of the lease," what do you think you would have been justified in saying to him?

A That would depend on the time of the year; if he had his crop cleaned and fertilized and it was approaching the fruit season, it would have considerable bearing on the value.

Q Let's approach it another way. Supposing he had come to you in the spring of 1942, just about the time he was evacuated, with this crop in its then condition as it would be in April, 1942, and he had asked you the same question, "What do you think, Mr. Menzies, I should ask for my equity in this property,"

what would you have been justified in saying to him? keeping in mind the fact that somebody was going to have topay $180.00 a year rental? What would he have been entitled to ask for his equity?

A That is difficult to answer without seeing the property and knowing the condition of it. I imagine there would probably be $200.00 or $300.00 of speculative crop ready to harvest.

Q Let's consider the whole period.

A I have in mind properties that sold as high as $800.00 for the crop that was ready to harvest, and during 1942 it was a total loss, and those purchasers lost the money they put in it.

Q A man in the spring of 1942 couldn't be expected to know that. A: No.

Q All he would know is he would have the usual hazards of farming. A: And ~~he~~ I would probably advise him he could get a good price for his crop.

Q I realize this is a difficult problem, but we must separate in our minds the value of his crop from the value to the tenant of the lease as a whole, and it is the value to the tenant, Nikaido, of his lease as a whole for the four years it had to run and the possibility of renewing it. It is that we want to get information about. What I am asking you is, what would you have been justified in telling Nikaido he should ask for his equity in that lease?

A The only leases being sold that I handled were leases the Japanese had sold among themselves and brought

to be drawn, I had no experience to goon.

Q So, am I justified in saying that you don't feel competent to express an opinion on that point?

A Yes, I think that's right.

(Witness aside.)

MR. BRAIDWOOD: That is all the evidence I propose to call in this case, my lord.

THE COMMISSIONER: Is there anything further to dispose of in formal session?

MR. BRAIDWOOD: We have another four of these lease cases, my lord. I don't know what my friend proposes to do with them.

THE COMMISSIONER: Is that not a matter of argument?

MR. VIRTUE: I think that is a matter of argument. I don't think we can take the time of the Court now to start to take evidence on each individual case.

THE COMMISSIONER: I hope not, because on the face of it there does not appear to me to be enough in it to warrant spending a lot of time on it.

MR. VIRTUE: We are calling evidence tomorrow morning, sir.

THE COMMISSIONER: I appreciate that and I will be glad to hear it, but the thought I am endeavouring to express is that the question of value of leasehold hardly warrants spending a great deal of time on it.

MR. VIRTUE: I don't think the twitness tomorrow morning will take any longer than Mr. Menzies has this morning.

THE COMMISSIONER: That is all the testimony you are proppsing to adduce?

MR. VIRTUE: Yes, my lord. I might say we are calling Dean

Clement, who is preparing -- the reason he is not here today is he felt he needed a little time to assemble data and give a value that would be of any value to the Court.

THE COMMISSIONER: Very well.

I hereby certify the foregoing to be a true and accurate report of the said proceedings.

Deputy Official Stenographer

CASE NO. 713.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
September 24th, 1948.

IN THE MATTER OF THE CLAIM OF
MITSU NIKAIDO.

PROCEEDINGS AT HEARING.

Original

CASE NO. 713.

IN THE MATTER OF THE "INQUIRIES ACT"

PART I, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(HIS HONOUR JUDGE L. H. STACK, SUB-COMMISSIONER).

Lethbridge, Alberta,

September 24th, 1948.

IN THE MATTER OF THE CLAIM OF

MITSU NIKAIDO.

PROCEEDINGS AT HEARING.

APPEARANCES:

G.E.A;RICE, Esq., K.C.,	appearing for the Dominion Government.
W:S. RUSSELL, Esq.,	appearing for the Claimant.

MISS LILLIE THOMAS,	Secretary.
MRS. LUCIE HANDFORD,	Official Interpreter.
S.R. HOWARD?	Official Reporter.

THE SECRETARY: Case No. 713, Mitsu Nikaido.

MR. RUSSELL: Your Honour, this claim will have to be amended with respect to real property, Parcel 1, $3600.00, Parcel 2, $4200.00, making a total of $7800.00 being claimed. And there is an amendment of personal property, reducing his claim as shown in the proof of claim from $1000.00 to $744.85.

MITSU NIKAIDO, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. RUSSELL:

Q Now, Mr. Nikaido, I am showing you a document entitled "summary of evidence in support of claim". This document was prepared for you and on your instructions, and from information supplied by you, is that correct? A: Yes.

Q This is your signature at the end of this claim?

A Yes.

Q You believe the contents to be true to the best of your knowledge, information and belief?

A Yes.

MR. RUSSELL: I will put that in as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. RUSSELL: I have an assessment from the Corporation of the District of Maple Ridge for the year 1942 covering Parcel 1, the North half of the Southeast quarter of Section 9, 15, N.W.D., showing the assessment in that year as $2000.00, which I will put in.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. RUSSELL: Q: I am showing you this again. Parcel 2 for which you are claiming is some land that you leased from the Department of Indian Affairs? Is that right, Mr. Nikaido?

A Yes, I think that is the one that was leased.

Q Fifteen acres of land? A: Yes.

Q Now, you are claiming, among other things, for buildings on that land? A: Yes.

Q Who built the buildings for which you are claiming?

A I did.

Q Who paid for them? A: I did.

Q Did you have permission to built them from the Indian agent or any person on his behalf?

A I had been renting that land for twenty years, therefore, if it were not permissible I would have known about it.

Q Was anything ever said to the Department of Indian affairs, or any of their agents, respecting the buildings, their removal and their ownership?

A There was no definite arrangement with him.

Q There was no definite arrangement? A: No, there was no definite arrangement.

Q You built the buildings yourself? A: Yes.

Q And that is why you are claiming for them?

A Yes. I have a lease running up to 1945, about four years to go from the time I left the place.

Q All right.

MR. RICE: I am submitting, your Honour, that the real estate was sold for its fair market value.

I am submitting that the claimant had no interest

in the buildings located on the lease that he is claiming for. I am submitting that the chattels sold by the Custodian were sold for their fair market value. I am submitting that other chattels declared by the claimant, and not found, were stored in a place that the Custodian had no knowledge of and that the Custodian is not responsible for the same. I am submitting if there are any chattels that the claimant is claiming for for which the Custodian is in any way responsible that the claim made for the same is exorbitant.

I submit, your Honour, as an exhibit a farm appraisal report.

(APPRAISAL REPORT MARKED EXHIBIT NO. 3).

MR. RICE: I tender as an exhibit an analysis of personal property claim.

(ANALYSIS MARKED AS EXHIBIT NO. 4).

MR. RICE: I wish to submit summaries respecting the real estate, your honour. There are three of them. I would point out that the one dealing with the lease from the Department of Indian Affairs branch, there is a notation that on the 6th of March, 1943, the branch advised the Custodian that the Nikaido lease, that is the claimant's lease, covering the property that he is claiming for or claiming an interest in, would expire on the 31st of March, 1946, and that any buildings on the land, as in all leases of Indian lands, would then revert to the Indians.

(SUMMARIES MARKED EXHIBIT No. 5).

CROSS EXAMINATION BY MR. RICE:

Q I show you a card, dated April 22nd, 1942; is that your signature (indicating)?

A Yes.

Q And this card states that you have no property of any kind whatsoever in any protected area in British Columbia. Perhaps I can tender all these, your Honour, as one exhibit. I intend to produce his J.P. form on which he did make a declaration at a subsequent date, and, in fairness to the claimant, perhaps, I should say that his wife made a declaration. I think it was his wife, that is, Fuji. I show you a J.P. form, dated December 28th, 1942? A: Yes, that is my signature.

Q That is your signature to your J.P. form?

A Yes.

Q And there is a notation that the articles or chattels described in this form, your Honour, were left at a cousin's house. What is his name, Umetsu, is it? A: Umetsu.

Q I also show you a J.P. form apparently completed by your wife. Do you know her signature? It is in Japanese. A: Yes, that is my wife's signature.

Q8 And written in Japanese? A: Yes.

Q That is a J.P. form dated the 11th of May, 1942?

A Yes.

MR. RICE: I tender the card and the two J.P. forms, your Honour, as one exhibit.

THE SUB-COMMISSIONER: Very well.

(DOCUMENTS MARKED EXHIBIT NO. 6).

MR. RICE: Q; I believe you wrote the Custodian's office from Iron Springs, Alberta, on the 21st of April, 1948, giving a list of your chattels and their value. Would you look at that letter and tell me if that is your signature and if that is your letter?

A It must have been my son or daughter who wrote it for me; it isn't signed by myself.

Q But it was written for you, that letter?

A Yes; my son is over there.

Q And the values of your property set forth ih this letter are your values, are they?

A Yes.

MR. RICE: I tender that letter, your Honour, as an exhibit.

(LETTER MARKED EXHIBIT No. 7).

MR. RICE: Q: I show you another letter written from Tashme, Hope, B.C., on December 11th, 1942, purporting to be signed by you and addressed to the Custodian?

MR. RUSSELL: Could you read those letters to him, if he doesn't understand them.

A Yes.

MR. RICE: Q: Surely he can now say whether he wrote the letter or had it written for him?

A Yes, that is a letter written for me. The things mentioned in this letter were just things of not much value.

Q He doesn't have to answer that now. This is his letter that he wrote the Custodian?

A Yes.

MR. RICE: This is a letter written on December 11th, 1942, by the claimant to the Custodian, it looks as if it is Tashme, Hope, B.C.,

"According to your letter of January 6th, File No. 5821, which we received today. We do not want to sell, there is only few things left in the house, such as kitchen stove, 4 bed-mattress-spring, 2 kitchen cabinet, 1 chest of drawers, 6 chairs & tables. Will you please leave everything in 1 room and lock it up. It does not worth much so we like to keep it.

"Yours truly."

I tender that as an exhibit.

(LETTER MARKED EXHIBIT NO. 8).

MR. RICE: Q: I show you a proof of claim form dated the 17th of November, 1947 (indicating); is that your signature? A: Yes.

Q On this form you swore on the 17th of November, 1947?

A Yes.

MR. RICE: I willput this in as an exhibit.

(PROOF OF CLAIM FORM MARKED EXHIBIT NO. 9).

MR. RICE: Q: When you were evacuated you leased your place to a Chinaman, Pon Sun Jay?

A The property that I had in my possession was taken away from me and the lease was made by the committee of strawberry pickers.

Q That was the Pacific Co-operative Union, you mean?

A Yes.

Q They took it over. Well, did you leave your place in charge of a Chinaman? A: I told the Chinaman he could use the few things that had been left behind which weren't very valuable.

Q The farming tools, you told the Chinaman he could use those, did you?

A No, not the farming tools.

Q What were they, household effects, or what?

A They were articles mentioned in the letter which was just read to me.

Q The articles mentioned in the letter. You mean Exhibit 8?

MR. RUSSELL: You had better show him the letter.

MR. RICE: Yes. Make sure that it is the right one. Just show him that letter. The chattels are referred to in Exhibit 7 and Exhibit 8; I don't know which letter he means.

Q Is that the letter that he refers to?

A Yes.

Q Exhibit 8. A: Yes, that is the one.

Q What did you do with the rest of your chattels when you left there? A: I took them over to my cousin's house.

Q That is K. Umetsu? I might be out in my pronunciation.

A Yes.

Q How long after was Umetsu evacuated, or do you know?

A Not very long after I left, about a month or two months .

Q And when he left his place was leased too, was it not? A: Yes, there was a Chinaman on his place too.

Q There was a Chimaman on his place too?

A Yes.

Q Was his place leased to a Mr. P. S. Jay, or do you know the name? A: I don't know the name myself, but perhaps my son could remember.

Q Well, it is your evidence that we want.

I would like to point out, your Honour, without wasting time on a lengthy cross-examination, that the chattels or personal property described as "electrical appliances" now valued at $40;60, had a sworn value when the claim was filed of $75.00 when the claim was filed and $55.00 in the claim of April 21st, 1948, as shown in the letter. The garden tools which now have a value of $73.05 according to the amended claim had a sworn value of $75.00 in the claim and according to the claimant's letter of April 21st, '48, had a value of $178.00. The farm tools now valued at $71.50 had a sworn value of $75.00 in the claim. I might add though that there were sixty pounds of nails included in the farm tools at that time which have been valued at $24.00, and in his letter of April 21st, '48, the same articles were valued at $178.00. The poultry equipment now valued at $42.80, had a sworn value of $200.00 in the claim and $51.00 in the letter. The furniture which now is valued at, according to the claim that has been filed, of $492.90, had a sworn

value of $350.00 only when the claim was filed, and according to the letter of April 21st, '48, had a value of $692.00. I mention these items, your Honour, because I don't think the claimant knows what he is talking about in either valuations. There are three and all different; one referred to in his claim that he filed, the other in the letter of April 21st, 1948, and the other claim which he has sworn to and filed as his summary of evidence now.

MR. RUSSELL: No further questions.

THE SUB-COMMISSIONER: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE).

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

"S.R.HOWARD" Official Reporter.

I hereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.

SUB-COMMISSIONER.

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapted 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

Proof of Claim

VIRTUE & RUSSELL
Barristers & Solicitors,
Lethbridge, Alberta.

STATUTORY DECLARATION

I, Mitsu NIKAIDO
(Full Name of Claimant)

of Iron Springs, Alberta. Farm Laborer.
(Present Address) *(Occupation)*

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.

2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.

3. The above Claim is true and correct.

4. I have not received any payment upon the above Claim other than the following:

And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at Iron Springs
in the Province of Alberta,
this 17th day of November
A.D. 1947.

M. Nikaido

Rosina D. Hall
A Commissioner for Oaths in and for the Province of Alberta.

VIRTUE & RUSSELL, Barristers, Lethbridge.

ACKNOWLEDGED
Re Case No. 713.
NOV 27 1947

S-821

Left

Proof of Claim

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C. 3737; and

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99 of the Revised Statutes of Canada, 1927, and

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

---

1. Name of Claimant in full: NIKAIDO, Mitsu.

   Registration No. 13374.

2. Claimant's address at the time of his evacuation from the protected area: Ruskin, B.C.

3. Claimant's present address: Iron Springs, Alberta.

4. Claim relating to real property:

   (a) Street address of real property: River Road (15 acres) 32nd Avenue (80 acres).

   (b) Legal description of property:

   15 acres - In Whonnock No 1 Indian Reserve.

   80 acres - North half of South East Quarter of Section Nine (9), Township Fifteen (15).

VIRTUE & RUSSELL, Barristers, Lethbridge.

(c) Type of real property, i.e., farm, residence, commercial, etc., and short description of it:

15 acres - Mixed farm - strawberry, frutt, chickens, etc.

80 acres - Mixed farm - strawberry and chickens.

(d) Title or interest held by Claimant in the real property:

Title left at Bank of Commerce(Mission)

(e) Fair market value of real property at date of sale:

(I) Land— $ 3000.00 for 80 acres. 3,600

(II) Buildings— $ 600.00

LAND $ 1000.00

BUILDINGS 1000.00 for Indian Reserve. 4,200

7,800

(f) Amount of loss alleged to have been sustained by the Claimant under the terms of reference:

$ 5600.00.

5. Claims relating to personal property, etc.

(a) Location at which property was left by Claimant at date of evacuation:

At the residence of Mr. Umetsu, 32nd avenue, Ruskin, B.C.

(b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

Furniture - Stored in house

Poultry Equipment - Stored in the house.

(c) In whose care was property left by the Claimant at date of evacuation?

Consigned to the Custodian.

(d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

Household Furniture:

1 kitchen stove
7 beds
2 kitchen cabinet
2 chest of drawers
6 chairs
2 box - kitchen wares — Valued at $350.00
1 book case
1 buddist shrine
1 iron board
1 12 gallon earthern crock
1 washing machine

Tools:

4 axes
2 manure forks
3 shovels
3 sickles — Valued at $ 75.00
8 hoes
2 potatoes forks
1 mattock
6 saws

(continued on following sheet.)

(e) Amount of loss alleged to have been sustained by Claimant under the terms of reference:

$1000.00.

6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

7. An Interpreter will ..... be required.

DATED this 13 th day of ~~October~~ November, A.D. 1947.

S. Aoki — M. Yukaido

Witness to Signature of Claimant. — *Signature of Claimant.*

VIRTUE & RUSSELL, Barristers, Lethbridge.

5 d (continued).

Poultry Equipment:

1 coal brooder
7 large fountains
5 small fountains — Valued at $200.00
2 spades
15 4-gallon pails

Farm Tools
1 cultivator — Valued at $ 300.00
1 scale
1 plough
1 harrow
Nails-2¼" 30lbs.
Nails- 3" 30 lbs.

Electrical Appliances

2000 ft. electric wire — Valued at $75.00.
4 electric switches.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 76

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Mitsu MIKAIDO

EXHIBIT No. 713-1
DATE Sept 24/48
FILED BY W. J. Russell

2. Registration Number: 13374

3. Present Address: IRON SPRINGS, Alberta.

4. Address Prior To Evacuation: RUSKIN, B.C.

5. LEGAL DESCRIPTION OF PROPERTY: Parcel 1.

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

(1) The North half of the South East Quarter of Section Nine (9), Township fifteen (15), N.W. D.

(a) Nearest Post Office adjacent to land. Ruskin, B.C.

(b) Number of acres: 80

(c) When purchased: 1939

(d) Condition when purchased: (Give improvements and values in detail as of date of purchase)

Uncleared and covered with bush, and there were no buildings.

(e) Purchase Price $1600.00

6. IMPROVEMENTS:

(a)	Clearing 3.15 acres at $ ..... per acre	$600.00	
(b)	Fencing no fencing	$	
(c)	Tillage nil	$	
(d)	Drainage 600'	$200.00	
(e)	Weed Eradication on 3.15 acres	$100.00	
(f)	Planting 3.15 acres of Strawberries	$160.00	
(g)	Slashing and blasting 5.20 acres	$400.00	
(h)		$	
	Total	$1,460.00	$1,460.00
	Carried Forward	$	$3,060.00

Brought forward $ 3,060.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
			$	$	$
Chicken house	120 x 20	1941	425.00	175.00	600.00

Total Cost of Buildings $600.00 $600.00

Total Cost of Land and All Improvements ..... $ 3,660.00

Fair Market Value ..... $ 3,600.00

Sold by Custodian for ..... $ _____
(no monies were received from the custodian for this property. Claimant knows it was sold but has received nothing from Custodian)

Loss Claimed on Parcel 1 ..... $ 3,600.00

8. Assessment for 1942:

Land $1200.00

Improvements .... $ 800.00

Total $2000.00

9. Appraisal or Valuation (by Custodian):

Lands ..... $ 444.95

Improvements ..... $ 400.00 (total present day value of buildings)

Total $ 844.95

10. Rental Value per Year: $ 150.00

11. Fire Insurance on Buildings:

(List amount on each building):

..... $ nil

..... $

NOTE: ESTIMATED VALUE OF STUMPAGE ON THIS PROPERTY:

3000 cords alder)
30 cords cedar) ----- $ 1000.00 in 1941, and this value would increase until time of sale which is unknown to claimant.

12. Documents in Support:

(a) Photographs:

(b) Deeds Title to Property

(c) Agreements to Purchase

(d) Leases

(e) Insurance Policies

(f) Correspondence none.

(g)

(h)

5. LEGAL DESCRIPTION OF PROPERTY: Parcel~~x~~ 2

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

15 acres of land leased from Indian Reserve, in Whonnock No. 1 Indian Reserve.

The lease was for the five year period between 1941 and 1945 (inclusive) at a yearly rental of $15.00 per acre per year. The land had been leased by the claimant for approx. 20 years, in five year periods, the lease referred to is the renewal for another five year period in 1941.

(a) Nearest Post Office adjacent to land. Whonnock, B.C.

(b) Number of acres: 15 acres.

(c) When ~~purchased~~ leased: 1941

(d) Condition when purchased: (Give improvements and values in detail as of date of purchase)

(e) Value of Leasehold ~~Purchase Price~~ ..... $ 1000.00

6. IMPROVEMENTS:

(a)	Clearing..... ~~xx~~ 9¼ acres at $..... per acre		$ 415.00	
(b)	Fencing none		$	
(c)	Tillage for 9¼ acres		$ 370.00	
(d)	Drainage 800'		$ 300.00	
(e)	Weed Eradication for 9¼ acres		$ 333.00	
(f)	Planting 4 ac. strawberries..	$416.00	$	
	1 ac. blackberries..	36.00		
(g)	¼ ac. Black Cap.....	26.00	$	
	3¼ ac. rhubarb.....	104.00		
(h)	TOTAL	582.00	$ 582.00	
	Total		$ 2000.00	$2000.00
	Carried Forward		$	$ 3000.00

Brought forward $ 3000.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
Chicken Houses			$	$	$
1.	20 x 60	1935	200.00	100.00	300.00
2.	20 x 60	1937	200.00	100.00	300.00
3.	18 x 18	1933	225.00	125.00	350.00
4.	14 x 13	1936	100.00	50.00	150.00
5.	14 x 13	1936	100.00	50.00	150.00
6.	14 x 20	1938	65.00	35.00	100.00
7.	12 x 12	1939	35.00	15.00	50.00
Garage	18 x 10	1939	20.00	15.00	35.00
Woodshed	18 x 24	1932	35.00	15.00	50.00
Addition on North side of house	12 x 24	1934	45.00	30.00	75.00
Addition on East side of house	10 x 16	1934	25.00	15.00	40.00

Total Cost of Buildings $1600.00 $1600.00

Total Cost of Land and All Improvements ..... $ 4,600.00

Fair ~~xxxxxx~~ Value of leasehold and all improvements $ 4,200.00

Sold by Custodian for ..... $ nil

Loss Claimed on Parcel 2 ..... $ 4,200.00

8. Assessment for 1942:

Land ..... $

Improvements .... $

Total ..... $

9. Appraisal or Valuation (by Custodian):

Lands .....$

Improvements .....$

Total $

10. Rental Value per Year: $ 1000.00

11. Fire Insurance on Buildings:

(List amount on each building):

.....$

.....$

.....$

.....$

12. Documents in Support:

(a) Photographs:

(b) Deeds

(c) Agreements to Purchase

(d) Leases

(e) Insurance Policies

(f) Correspondence

(g)

(h)

Parcel 2:- (Add additional sheets if necessary)

(Give exactly the same information as in paragraphs 5 to 12 above)

13. SUMMARY OF LOSSES ON REAL PROPERTY:

Parcel 1	$3,600.00
Parcel 2	$4,200.00
Parcel 3	$
Parcel 4	$

TOTAL: $ 7,800.00

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
ELECTRICAL APPLIANCES				
400 ft. No 8 electric wire	1935	$12.00	$8.40	
400 ft. No 10 " "	1935	8.00	5.40	
1000 ft. No. 14 " "	1935	12.00	8.40	
1 switch box	1935	20.00	16.00	
1 switch	1935	3.00.	2.40	
GARDEN TOOLS (Purchased between 1938 and 1942)				
Axe bits (2)		4.00	3.10	
Axe bits (2)		4.00	3.10	
manure forks(2)		4.00	3.40	
3 shovels		4.50	3.60	
3 sickles		3.00	2.40	
8 hoes		9.00	6.30	
2 spud forks		3.00	2.10	
1 mattock		1.50	1.05	
4, 7' saws and 2, 6' saws		60.00	48.00	
FARM TOOLS				
1,cultivator	1941	25.00	22.50	
1 scale	1937	20.00	16.00	
1 plough	1938	30.00	26.00	
1 harrow	1935	10.00	7.00	
POULTRY EQUIPMENT				
1 Coal Brooder	1940	25.00	21.00	
7 large fountains	1940	9.00	7.20	
5 small fountains	1940	6.00	4.80	
2 spades	1940	3.00	2.40	
15, 4 gal. pails	1940	8.00	7.40	
30 lbs. 2 ¼" nails		12.00	12.00	
30 lbs 3" nails		12.00	12.00	
		TOTAL	$251.95.	$251.95
FURNITURE.				
Kitchen Stove	1935	$75.00	$45.00	
7 beds	1935-40	140.00	84.00	
2 kitchen cabinets	1937	84.00	67.20	
2 chest of drawers	1939	100.00	90.00	
6 chairs	1940	9.00	6.30	
China ware and cutlery				
Set of 25	1937	50.00	25.00	
Set of 25.....	1940	50.00	25.00	
bookcase	1939	15.00	13.50	
shrine	1935	15.00	13.50	
washing machine	1940	150.00	120.00	
earthern clock	1938	4.00	3.60	
			$492.90	$492.90

(ADD ADDITIONAL PAGE IF NECESSARY)

(IF CLAIM FOR VESSEL DESCRIBE ON SEPARATE SHEET NUMBERED 6 A)

Total $744.85

PAYMENTS RECEIVED FROM CUSTODIAN ON PERSONAL PROPERTY

Item:	Year:	Month:	Amount.
			nil

Total: $ nil

Total Claim for Personal Property ..... $ 744.85

Deduct Payments from Custodian ..... $ nil

Net Loss on Personal Property ..... $ 744.85

I Certify the above to be True and Correct.

Chas. G. Smith
Witness

M. Nikaido
Signature of Claimant.

DETAILS OF TAXATION

IMPROVED LAND		WILD LAND	
General Rate	16 Mills	General Rate	30 Mills
School Rate	15.6 Mills	School Rate	15.6 Mills

TAXES ON 50 PER CENT OF IMPROVEMENTS FOR SCHOOLS
TAXES ON 20 PER CENT OF IMPROVEMENTS FOR GENERAL PURPOSES

CORPORATION OF THE DISTRICT OF MAPLE RIDGE

ORIGINAL TAX RECEIPT, 1942

No. .....

[Mitsu Nikaido,]
[Ruskin, B.C.]

1. Add 6 per cent interest on all Arrears and Delinquent Taxes from January 1st, 1942, to date of payment.
2. Add 10 per cent on 1942 taxes which are not paid by August 31st, 1942.

Fifty Cents is the Minimum for Municipal Taxes

3. Notice Column "B". Taxes in Arrears. This property will be sold for Taxes on September 30th in the year following this notice, unless the taxes now in arrears are sooner paid.
4. Notice Column "A". Delinquent Taxes. This property will be sold for Taxes on September 30th in this year, unless the delinquent taxes are sooner paid.

C.B. Folio .....

T. R. Folio .....

Roll No.	Description of Land—Twp 16 Subdivision	Quarter	Sec. Lot	Assessed Value of Improvements	Assessed Value of Land	SUMMARY OF 1942 TAXES General	School	Wild Land	Sidewalk or Sewer Maintenance	Sewer Tax	Library Tax	T'l 1942 Levy if Paid by Aug. 31, 1942	Column "B" Arrears 1941	Column "A" Deliquent 1940 & Prior
3330	N½	Sec.	9	800	1200	21 76	24 96				75	47 47		

50.00
47 47
2 53

EXHIBIT No. 713-2.
DATE Sept 24/48
FILED BY W. S. Pearce

Summary of Details of Payment: Taxes	Amount	Interest
General	21 76	
School	24 96	
Sidewalk		
Sewers		
Library	75	
Penalty		
1941		
1940 and Prior		
Interest		
Total	47 47	

May 12 1942 Received from M. Nikaido the sum of Forty seven 47 DOLLARS in payment of Taxes as per details shown above.

H. M. Davenport, C.M.C., and Collector,
(Postal Address) Haney, B.C.

H M Davenport

COPY

Farm Appraisal Report

File No. J.L.343

Land Description The N½ of S.E.¼ of Sec.9, Tp.15, N.W.D.

Containing 80 **Acres**

Owner's Name Mitsu Nikaido **Post Office Address** Ruskin, B.C.

Nearest Rail Point Ruskin, B.C. - C.P.Rly. **Distance** 3 miles

Market Town New Westminster **Distance** 30 "

Church (give denomination) C.of E. and Presbyterian, Whonnock **Distance** 4 "

Nearest School Ruskin Public School
High School - Haney, B.C. **Distance** 2 "

State how property was identified: One corner post located and map and road check.

Roads: **State whether property has access to main road, the kind of road and its condition.**

Property has access to No.12 Road, only opened half way down the north line; very narrow but gravelled.

Is this district a good one? No

Employment opportunity Extremely limited

Predominating Nationality and religion: British, Protestant; some Japanese families in area.

Describe Fencing and its condition: Nil **Value $**

Water supply: No dug well; fair creek running through property all year **Value $**

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE nil.	x							
Henhouse	20 x 120	Frame	8"	Shake	1 yr.	Cedar blocks	New; only fair	$400.00
Packing shed	12 x 18	Pole & shake	8'	"	2 "	Poles in ground	poor	-
BARN	x							
	x							
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

EXHIBIT NO. 713-3
DATE Sept 24/48
FILED BY [illegible]

Total present day value $ 400.00

Total Value Buildings add to farm No house ; Henhouse **$** 200.00

Is dwelling habitable without repairs? **If not what is your approximate estimate of cost to make it habitable?** no house

$

Describe the basement and chimneys: -

No. rooms downstairs? - **Upstairs?** - **How finished** -

Are buildings painted? - **Condition of paint** -

Distance from nearst bush -

Note: **Particular care must be taken when examining and reporting on foundations, sills and roofs.**

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
3.15	Level	8" light clay loam	clay	Strawberries	$40	$ 126.00

Area which can be cultivated without cost other than for breaking.

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE

Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	TOTAL
5.20	Undulating	8" lt.cl. loam	Clay	Pt.clear with alder and stumps.	$75 an ac.	$20	104.00
71.65	"	8" cl.to some peaty loam	Clay	Logged off land; some scattered fir & good alder firewood.	$150 " " up.	$ 3	214.95

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

Total value of Land $ 444.95

Total added by buildings to value of farm $ 200.00

Total fruit trees add to value of farm (for use in orchard districts only) $

Total value of farm $ 644.95

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:

Japanese owner purchased 3 years ago at $10 per acre. Has taken most of cedar and fir off the place. Still a few scattered fir trees and some good alder. The easterly portion of acreage is part of a swamp and low wet land; only 3.15 acres cleared

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.

Mixed farming, or small fruit and poultry.

Noxious weeds:

A few Canadian Thistles, but not bad.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:

Maple Ridge Municipality, Haney, B.C.
Land assessed at $1200.00
Improvements " 800.00
$2000.00 - 1942 taxes $47.47

Date: 23rd June, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 22nd day of June 19 42.

Inspector's Signature

"L.B.PLUMBLY"

Note: (Use Form 43 (Sheet 2) in connection with this form.)

Farm Appraisal Report

Remarks: This property lies back up in the hills behind Ruskin. No.12 Road is only opened half way down property line. There is no house and for a short time Japanese family lived in Henhouse. Owner was on the property, but living with other Japanese family in area.

This is an indeveloped property, with a lot of heavy work to be done before it can be classified as a farm; all cleared land lies cold and wet and needs draining. Owner stated he purchased the 80 acres for $10 an acre. The removal of the merchantable timber probably repaid original investment. There was a small mill operating as late as last year on the property, cutting ties.

(FOR ORCHARD LANDS ONLY)

REMARKS: re general lie of land, fertility of soil, irrigation, drainage or dyking and reclamation.

No fruit trees

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

Nil

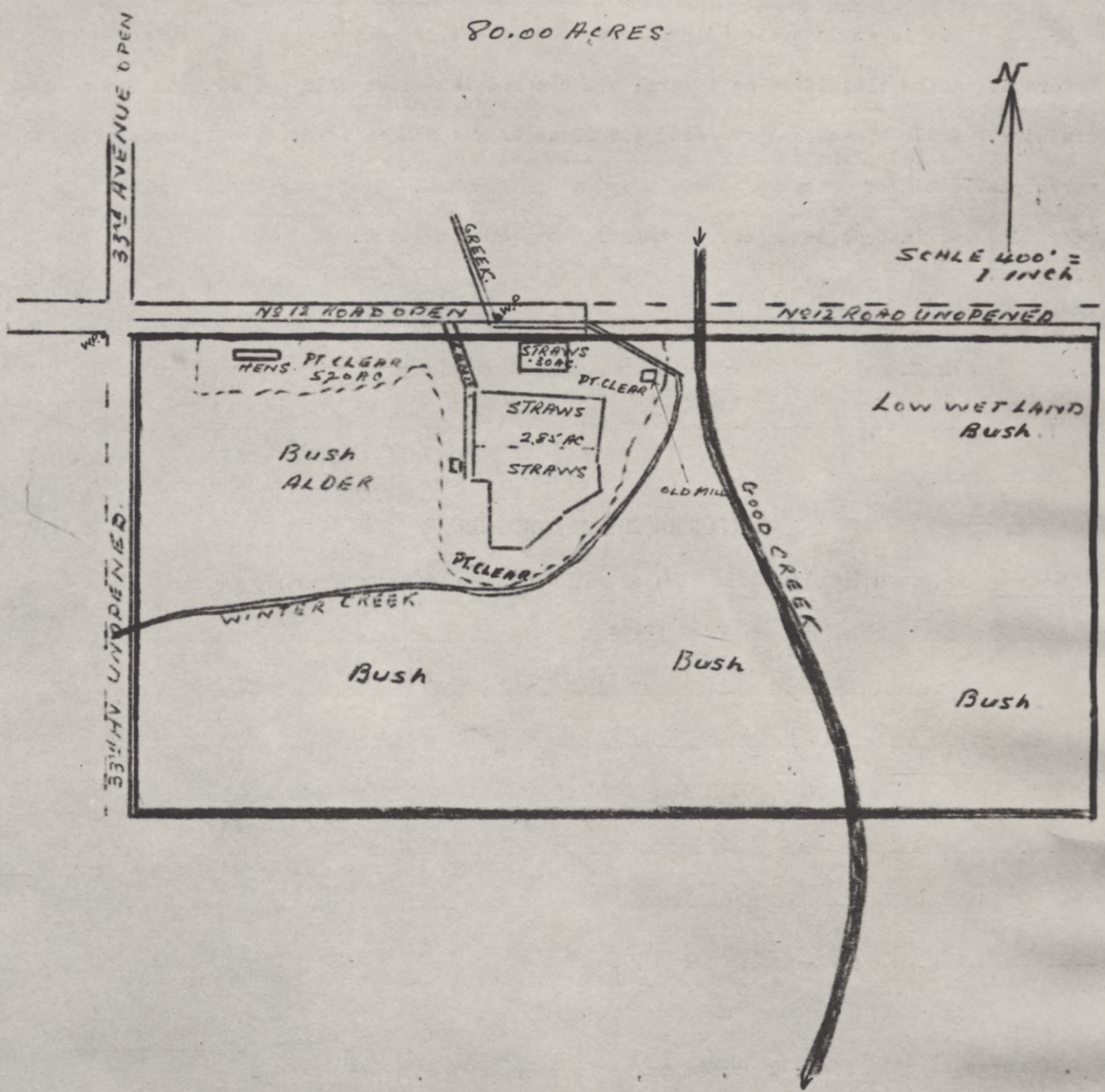
ORCHARDS, SMALL FRUIITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

	Present Value
3.15 acres strawberries; 2 yr.plants, some everbearing.	$
5.20 " part clear.	$
71.65 " bush	$
80.00	$
	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Diagram of Property

MITSU KIKAIDO.
The N½ of SE¼ of SEC 9 Tp. 15 N.W.D.
80.00 ACRES



Following careful review of this appraisal report, it is my opinion that the present value is $ 600.00

Date 24th June 1942.

"I.T.BARNET"
District Superintendent.

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 5821 EXHIBIT No.

NAME NIKAIDO, Mitsu (Mr.)

REG. No. 13374

DATE
DECLARATION Dec.28/42.
EVACUATION Oct.13/42.

INVENTORY
TAKEN BY
DATE

3 electric Brooder at Shimeks of Hatzic

Farming equip. & tools:
1 cultivator
1 scale
1 harrow
1 sprayer
1 plough
1 chest of drawers
1 book case
1 Buddhist Shrine
1 iron board
12 earthern crock
1 box kitchen wares
pots and pans
Nails 2¼" - 30 lb.
Nail 3" - 30 lb.
6 saw
washing machine
Left at cousin's house (K. Umetsu) next to our property land.

Furniture:
1 kitchen stove
4 bed - mattress - spring
2 kitchen cabinet
1 chest of drawers

Tools:
5 axes
2 manure forks
4 shovels
2 mattock
2 potatoe fork
3 sickle
5 hoes
5 scissors

Poultry Equip.
1 Cool Brooder
7 fountain L
5 " S
Chick Feeders
Poultry netting
2 spade
1 scraper board
15 pail, 4 gal.
All this thing left at Rental home.

Additional Chattels Decl. by wife (Fuji), May 11/42:
3 beds
6 chairs
1 parlor stove
electric clock
1 - 12 gal. earthern crock
Macaroni machine
5 pails

DETAILS OF CLAIM		SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.	DE NO FOU
Farm Tools:					
1 cultivate	25.00				20
1 scale	20.00				30
1 plough	30.00				10
1 harrow	10.00				8
4 axes	8.00				4
2 manure forks	4.00				3
3 shovels	4.50				3
3 sickles	3.00				5
9 hoes	9.00				3
2 spud forks	3.00				1
1 mattock	1.50				50
6 saw (4 saw 7ft. long) (2 saw 6ft. long)	60.00				
Poultry Equipment:					
1 cool brooder	25.00	2.00			(2
7 large fountain	9.00				1
5 small fountain	6.00				3
2 spades	3.00				
15 (4 gal.) Pail	8.00				
Electric Appliance:					
No. 8 electric wire 400 ft.	12.00				
No. 10 " " 400 ft.	8.00				
No. 14 " " 1000 ft.	12.00				
1 switch box	20.00				
1 switch	3.00				
Household Furniture:					
1 kitchen stove	75.00				
7 bed	140.00				100.
2 kitchen cabinet	84.00				42.
2 chest drawer	100.00				50.
6 chairs	9.00				
kitchenware:- saucer, cup, plate, dish, spoon, forks, knives (for 50 persons)	100.00				100.
1 book case	15.00				
1 shrine	15.00				15.
1 washing machine	150.00				150.
1 earthern crock	4.00				
Nails - 2¼" - 30 lb.	12.00				12.
" - 3" - 30 lb.	12.00				12.
It is stored in House of K. Umetsu, 32nd Ave., Ruskin.					
	1000.00	2.00			622.

Additional Sales:
Lanterns 1.15

No. 5821 EXHIBIT No. _____ CASE No. _____

No. 13374 VENUE LETHBRIDGE

SALES ON	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANY TIME	ABANDONED	NOT ACCOUNTED FOR THEFT &C	UNSOLD	REMARKS
						25.00		
			20.00					
			30.00					
			10.00					
			8.00					
			4.00					
			3.00			1.50		
			3.00					
			5.00	4.00				
			3.00					
			1.50					
			50.00			10.00		
.00								
			(2)			(5)		
			1.20			4.80		
			3.00					
						8.00		
						12.00		
						8.00		
						12.00		
				20.00				
				3.00				
						75.00		
			100.00			40.00		
			42.00			42.00		
			50.00			50.00		
						9.00		
			100.00					
						15.00		
			15.00					
			150.00					
						4.00		
			12.00					
			12.00					
.00			622.70	27. 00		316.30		

.15

REMARKS:

As stated on JP Declaration certain articles were left at K. UMETSU'S place (a cousin).

UMETSU did not declare at anytime that he was storing chattels for NIKAIDO and consequently proceeds from sale of all chattels on UMETSU'S property were credited to his account. No claim has been filed by UMETSU.

It will be noted that the majority of chattels claimed to be stored in K. Umetsu's house were declared on JP Form to be at Rental Home.

EXHIBIT NO. 713-H.
DATE Sept 24/48
FILED BY Grace Rice

J. Spratt.

713 - 5
EXHIBIT No.

REAL PROPERTY SUMMARY

DATE Sept.24/48

File No. F5821b BY
V.L.A. BC/111-P G.E.A.Rice

JAPANESE NAME: Mitsu NIKAIDO - Regn. No. 13374

CATALOGUE NO: Part of The Director, The Veterans' Land Act first offer.

PROPERTY ADDRESS: River Road, Ruskin, B.C.

LEGAL DESCRIPTION: Parcel A - N½ of South East quarter of Section 9, Township 15, Municipality of Maple Ridge, D.N.W.

TITLE: In the name of Mitsu NIKAIDO, CT 135450-E

ENCUMBRANCE: Crown Grant of Timber No. 111023-E. Copy on file.

Vesting of Interest of Mitsu NIKAIDO filed 28th August, 1942, as 24544.

ASSESSED VALUE: 1942
Land $1200.00
Improvements 800.00 Total $2000.00 Taxes $47.47

CLASSIFICATION: Farm of 80 acres with buildings.

HISTORY OF ADMINISTRATION: This parcel along with Parcel B, below, was leased by Mitsu NIKAIDO on the 27th April, 1942, to the end of 1942, at a rental of $750.00 plus $180.00 - 1942 rent to Dept. of Mines and Resources, with option to renew for year 1943. It appears that one-half of the $750.00 was paid to NIKAIDO through the Pacific Co-operative Union, 4th March 1943, and $375.00 paid to NIKAIDO's credit with the Custodian 10th December, 1942.

Parcel A was leased by the Co-operative to William Ganz as from 15th March, 1943 to 31st December, 1943, at a rental which was paid to the Custodian and credited to the V.L.A.

SOLD: To the Director, The Veterans' Land Act for $632.00 as at 1st January, 1943. Approved by Advisory Committee 1st June, 1943.

TITLE: Included in 172076-E and payment of consideration included in cheque to Custodian dated 28th April, 1944.

Parcel B - Lease interest of Mitsu NIKAIDO in land owned by the Department of Mines and Resources.

NIKAIDO held a lease, No. 444, from the Department, of a parcel of 15 acres of what is known as Langley No. 1, Indian Reserve, Whonnock, This lease was renewed 1st April, 1941, for a period of 5 years at an annual rental of $180.00. On this land NIKAIDO claims he erected a house and other farm buildings.

In a letter to the Custodian, dated 25th January, 1943, the Indian Affairs Branch of the Department of Mines and Resources, New

Westminster, advised the Custodian that under date of 12th March, 1942, the Department cancelled this lease as from 1st April, 1942, and transferred it to the Pacific Co-operative Union of Mission, B.C. and that the land was therefore, under lease to the Pacific Co-operative Union at $180.00 per annum until 31st March, 1946.

The Pacific Co-operative Union appears to have negotiated a lease of the property to Pon-Sun Jay. The extract of this lease on file shows Mitsu NIKAIDO as lessor, not the Pacific Co-operative Union, and notwithstanding the cancellation by the Department of Mines and Resources. In a letter dated 1st February, 1943, NIKAIDO states he had assigned his lease to the Pacific Co-operative Union, which Mr. J.M. Campbell corroborates 19th Jan. 1943. Though in NIKAIDO'S name this lease to Pon Sun Jay appears to have been recognized, and Jay was tenant of the property, together with NIKAIDO's 80 acre farm, N½ of SE¼, Sec. 9, Tp. 15, from 1st May, 1942, to 31st Dec. 1942, at a rental of $750.00, plus $180.00 to be paid to the Dept. of Mines and Resources. Of the $750.00 rental, $375.00 was paid to the Custodian and credited 10th December, 1942, to NIKAIDO's account. The lease was made without the consent of the Dept. of Mines & Resources.

The Pacific Co-operative Union leased the property on the 10th Dec. 1942 to William Ganz for one year fromthe 1st December 1942, for $200.00, payable in quarterly instalments. The revenue accrued to the Pacific Co-op. Union, subject to the rental of $180.00 to the Dept. of Mines & Resources.

The Custodian on the 23rd February, 1943, questioned the propriety of the Department's cancellation of the lease held by NIKAIDO as exceeding the provisions of PC 3959 and 5353 under which Japanese interests were not to be lost or forfeited. It was suggested by the Department of Mines and Resources, that the Pacific Co-operative Union lease should be taken over by the Custodian, and the Custodian on the 20th March, 1943, suggested that the Pacific Co-operative Union lease should be cancelled and a lease given by the Dept.of Mines & Resources to the Custodian,with provision that the Custodian should not assume any direct liability for the rental. On the recommendation of Mr. W.S.Ure, 24th March, 1943, that the lease then in force should be cancelled, no further action is indicated on file. NIKAIDO's leasehold interest was not formally vested in the Custodian, and it would appear that any claim in respect to the land lies against the Department of Mines and Resources.

Mr. NIKAIDO states in his letter of the 8th April, 1943, that he built a house on the land leased from the Dept. of Mines & Resources. There is no other record on file of this house, and Mr. Ure in recommending cancellation of lease on the ground of being unprofitable, makes no mention of any building. The Indian Affairs Branch on the 6th March, 1943, advised that the NIKAIDO lease would expire 31st March, 1946, and that any building on the land, as in all leases of Indian lands, would then revert to the Indians. Mr. NIKAIDO appears to have ~~had~~ no proprietary interest in the house. Having assigned his lease, he has no interest in either land or buildings thereon.

Mr. NIKAIDO had an agreement with the C.P.R. relative to a level crossing over that railway's tracks on this Reserve land. A form of surrender

was sent to him and was returned duly executed and mailed to the Railway Company's Superintendent, Vancouver, on 28th Octover, 1944.

FUNDS: To be released to the credit of Mitsu NIKAIDO. Sale price of N½, SE¼, Sec. 9, Tp. 15 - $632.00 plus rental of Parcels A & B, $375.00 - Total $1007.00, less Cert. of Encumbrance $1.00, Registration - $3.00, Legal fees - $15.00, total $19.00. Net amount to be released - $988.00

OLD TITLE: CT 135450-E. JP Declaration states at declarant's bank, Mission, B.C.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED 21st April, 1948.

IM:HA

"Ian Macpherson"

FIRE INSURANCE SUMMARY

File No. 5821

21st April, 1948.

Re: Mitsu NIKAIDO - Regn. No. 13374

N½ of SE¼, Sec. 9, Tp. 15, and 15 acre Parcel, Langley No. 1, Indian Reserve.

No evidence on file of any fire insurance on buildings.

Certified to be in accordance with the information on file.

"Ian Macpherson"

.....

IMPHA

File No. 5821. REAL PROPERTY SUMMARY FOR CLAIM May 17/48.

CLAIMANT: (Mr.) Mitsu NIKAIDO Reg. No. 13374.

PROP. SUBJECT OF CLAIM: River Road, Ruskin, B.C.
being (V.L.A.)
The N.½ of the S.E. ¼ of Sec. 9,
Twp. 15, Mun. of Maple Ridge, D.N.W.

CLAIM: Estimated fair market value as per claim:

Land	$1600.00
Buildings	2060.00
CLAIM	$3660.00

(Actual Gross Selling Price $632.00)

- -

REFERENCES HISTORY

JP Declared December 28th, 1942. (Completed "J" card Apr.22/42, did not declare owning any property.)

RP.1 C of E dated June 16/43, notes vesting in the Custodian.

RP.2 1942 Assessed Value

Land	$1200.00
Improvements	800.00

RP.3 Valuation - V.L.A., June 23/42, $644.95.

RP.4 Mitsu NIKAIDO advised of sale of property, July 19/44, $632.00, provided with Statement of Sale and Statement of Account.

Statement of Account to date.

/JS "J.Spratt"

File No. 5821 REAL PROPERTY SUMMARY FOR CLAIM May 17/48.

CLAIMANT: (Mr.) Mitsu NIKAIDO Reg. No. 13374.

PROP. SUBJECT OF CLAIM: 15 acres - In Whonnock No. 1 Indian Reserve.

CLAIM:

Total amount for Leased Land		Value
(1) Buildings - Chicken House	-	$1400.00
Garage, Woodshed, etc.	-	200.00
(2) Planting, weed eradication, clearing, fencing, etc.	-	2000.00
	CLAIM	$3600.00

The Indian Affairs Branch on the 6th March, 1943, advised that the NIKAIDO lease, covering the above property, would expire 31st March, 1946, and that any buildings on the land, as in all leases of Indian lands, would then revert to the Indians.

"J. Spratt"

/JW

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

Nov. 16/48

Form "J"

BUREAU HASTINGS PARK

OFFICE OF THE CUSTODIAN
Japanese Section

FILE NO. 5821

To be completed by persons of the Japanese race having no property in any protected area.

NAME: NIKAIDO Mitsu

HOME ADDRESS: River Rd. Ruskin, B.C. Registration No. 13374

SEX: Male AGE: 55 MARRIED? Yes.

OCCUPATION AND EMPLOYER: Farmer - None

NAME OF WIFE OR HUSBAND: Fuji ADDRESS: same address

NAMES OF LIVING CHILDREN: Chiyo (F) 14; Kosaku (M) 13; Address:
Takeo (M) 11; Haruo (M) 9
Hiroshi (M) 8; Sayoko (F) 6 Address: ditto
Sakimi (F) 1 Address:

I certify that the above information is true and complete and state that I have no property of any kind whatsoever in any protected area in British Columbia.

Dated this 22nd day of April 1942

WITNESS: "GEO. ARAB" (Signature) "M. NIKAIDO"

EXHIBIT No. 713-6
DATE Sept. 24/48
FILED BY G. E. A. RICE

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

Nov. 16/48 G. Nerrington

64

LIST OF LIABILITIES:

HOW DO YOU PROPOSE TO PAY THESE OFF?

FOR DEPARTMENTAL USE

FORM "JP" FILE No. 5821

OFFICE OF THE CUSTODIAN

FRASER VALLEY

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: Mitsu NIKAIDO

HOME ADDRESS: River Rd. Ruskin, B.C.

REGISTRATION NUMBER 13374 SEX: Male AGE: 55

OCCUPATION: Farmer

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER:

MARRIED?

NAME OF WIFE OR HUSBAND:

ADDRESS OF WIFE OR HUSBAND:

NAMES OF ANY LIVING CHILDREN:

EXHIBIT No.

DATE

FILED BY

ADDRESS OF CHILDREN:

AGE OF CHILDREN:

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

1. LOCATION AND DESCRIPTION: North half (N½) of SE ¼ of Section Nine containing of 80 acres on Property land

2. BUILDINGS AND OTHER IMPROVEMENTS: Chicken house 40' x 120' long

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

4. TAXES (Amount and where payable) $47.47 to Maple Ridge

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

6. OCCUPANCY AND LEASES (If vacant so state) Lease to Pon Sun Jay

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: handed to Mission Bank ~~District of New Westminster~~

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: No.

9. IF FARM LAND STATE CROPS SOWN 4 acres of Strawberries
1-3/4 to Mr. Umetsu

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 15 acres in Whonock No. 1 Indian Reserve

2. LANDLORD'S NAME AND ADDRESS: Indian Agent at New Westminster

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: Lease 13153 - 59 - No. 444 period from April 1st to Sept.

4. STATE WHEREABOUTS OF LEASE: Sept. 1st to April

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) Lease to Pon Sun Jay of Mission

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: 3½ acres of Strawberries
3¼ acres Rhubarb, ¼ acres Blackberries
3/4 acres Black Caps

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
3 electric Brooder at Shimeks of Hatzic
Farm equipment & tools.1 Cultivator,1 Scale,1 Harrow, 1 Sprayer, 1 plough
1 chest of drawer, 1 Book Case, 1 Buddhist Shrine, 1 Iron Board,
12 gallon Earthen Crock, 1 box Kichen Wares, Pot & Pans
Nail 2¼" - 30 lb. Nail 3" - 30 lb. 6 saw, Washing machine
Left at cousins house (K. Umetsu) next to our property land

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS 1 Horse
1 Dog, 3 Cat

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

FORM "JP

4. INSURANCE CARRIED

5. MORTGAGES, LIENS
OTHERS:

6. MONEYS OWING TO YO

7. BONDS, DEBENTURES

8. BANK ACCOUNTS:

9. LIFE INSURANCE:

10. INTEREST IN ANY ES

11. SAFETY DEPOSIT BO

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

I, the undersigned, here
tected area as set out abov
tures, bonds or other securit

I certify that the abov
every description in any pr
and indirect.

Dated this Dec.

"TORASHICHI ENDO"
Witness

FOR DEPARTMENTAL U

Furniture 1 kitchen stove, 4 bed - mattress - Spring

2 " Cabinet, 1 chest of Drawers

Tools 5 axes, 2 manure folk, 4 shovels

2 mattock, 2 Potatoe Folk, 3 sickle

5 hoes, 5 scissors

Poultry Equipment 1 cool Brooder, 7 fountain L
5 " S

Chick Feeders, Poultry netting,

2 Spade, 1 Scraper Board

15 Pail, 4 gal.

All this thing left at Rented home

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

Nov. 16/48 G. Donnington

d to Mission Bank
~~s of New Westminster~~
.
wberries
o. 1
ew Westminster
CH PAID: Lease 13153 -
to April
date paid) Lease to
res of Strawberries
F FURNITURE, FIXTURES,
D PERSONAL EFFECTS:
ow, 1 Sprayer, 1 plough
e, 1 Iron Board,
Pans
ng machine
operty land
ND PETS 1 Horse
NG ANY INTEREST IN, OR

FORM "JP

FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY:

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS:

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

8. BANK ACCOUNTS: About $20.00

9. LIFE INSURANCE: Sun Life Insurance

10. INTEREST IN ANY ESTATES OR TRUSTS

11. SAFETY DEPOSIT BOX:

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this Dec. day of 28 194 2.

(Signature) "MITSU NIKAIDO"

"TORASHICHI ENDO"
Witness

FOR DEPARTMENTAL USE

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

Nov. 16/48 G. Donnelly

FRASER VALLEY

FORM "JP"

Whonock B.C.

FILE No. 8793

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: NIKAIDO (Fuji) Mrs Mitsu

HOME ADDRESS: River Rd., Ruskin, B.C.

REGISTRATION NUMBER 13375 SEX: Female AGE: 47

OCCUPATION: Housewife

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: none

MARRIED? Yes

NAME OF ~~WIFE~~ OR HUSBAND: Mitsu

ADDRESS OF WIFE OR HUSBAND: Hastings Park. Vancouver, B.C.

NAMES OF ANY LIVING CHILDREN: Masako (F) Chiye (F) Tae (F)
Yoshiko (F) Kimiko (F) Chiyoko (F) Kosaku (M)
Takeo (M) Haruo (M) Hiroshi (M) Sayoko (F) Sakimi (F)

ADDRESS OF CHILDREN: River Rd., Ruskin B.C.

AGE OF CHILDREN: 22, 21, 19, 17, 15, 14, 13, 10, 9, 8, 6, 1.

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

1. LOCATION AND DESCRIPTION: none

2. BUILDINGS AND OTHER IMPROVEMENTS: none

3. INSURANCE (Give particulars; state where policies are) none

4. TAXES (Amount and where payable) none

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) none

6. OCCUPANCY AND LEASES (If vacant so state) none

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: none

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: none

9. IF FARM LAND STATE CROPS SOWN All the crop has been Leased to Pon Sun Jay. Mission City B.C. Property has also been leased to same person. for $750.00/ Property was registered by husband at Hastings Park Cash $375. / Lease is in name of NIKADO, Mitsu - Daughter of Declarant.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Living with Husband at River Rd., Ruskin B.C.

2. LANDLORD'S NAME AND ADDRESS: none

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: none

4. STATE WHEREABOUTS OF LEASE: none

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) none

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: none

STATEMENT OF PERSONAL PROPERTY OWNED:

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

(2 Chesterfields, 7 Beds, 6 Chairs, 1 Book Case, 1 Parlor Stove, 1 Kitchen Stove Buddhist Shrine, Electric Clock. 1 Ironing Board, 2-12 Gallon Earthen Crock Chinaware and Kitchen Utensils, 2 Cupboards, Macaroni Machine. Farming Implements and Tools 1 Cultivator. Harrow, Plough, Scale, Sprayer. Poultry Equipments. 3---Electric Brooder. 1 Coal, Brooder, Chick Feeders, Fountains, Poultry Netting. 20 Pails, All to be left in house at River Rd., Ruskin, B.C.

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

1 Horse - to be rented to Pon Sun Jay. 1 Dog, 3 Cats, To be left.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

FORM "JP

4. INSURANCE CARRIED

5. MORTGAGES, LIENS A

OTHERS:

6. MONEYS OWING TO YO

7. BONDS, DEBENTURES,

8. BANK ACCOUNTS:

9. LIFE INSURANCE:

10. INTEREST IN ANY EST

11. SAFETY DEPOSIT BO

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

I, the undersigned, hereb tected area as set out above, tures, bonds or other securiti

I certify that the above every description in any pro and indirect.

Dated this 11th

"T.F. WILLIAMS"
Witness

FOR DEPARTMENTAL U

none

been Leased to

en leased to same
nd at Hastings Park
- Daughter of Declarant.

at

ICH PAID:

t date paid)

none

OF FURNITURE, FIXTURES,
ND PERSONAL EFFECTS:

lor Stove, 1 Kitchen Stove

12 Gallon Earthen Crock

Machine. Farming Implements and

Poultry Equipments.
untains, Poultry Netting.

AND PETS

ts, To be left.

NG ANY INTEREST IN, OR

FORM "JP

FILE No. 8793

4. INSURANCE CARRIED ON ABOVE PROPERTY: none

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: none

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) none

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) none

8. BANK ACCOUNTS: none

9. LIFE INSURANCE: none

10. INTEREST IN ANY ESTATES OR TRUSTS none

11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: none

2. TRADE DEBTS: none

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 11th day of May 1942

(Signature) (In Japanese)

"T.F. WILLIAMS"
Witness

FOR DEPARTMENTAL USE

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

Nov. 16/48 G. Donnington

EXHIBIT No. 713 - 7

DATE Sept. 24/48

FILED BY G.E.A.Rice

Iron Springs, Alta.

April 21st, 1948

Custodian Office,
Dept. of The Sec. of State of Canada,
Vancouver, B.C.

Dear Sir:

Reffering to your letter of 12th of April, (File No. 5821) I am sending a complete itemized and detailed description of the personal property for which I am claiming and also showing the amount claim for each separate item.

Yours truly,

Mr. M. Nikaido

Real Estate I

1. When did you buy property - 80 acres in 1939 for $1600.

15 acres leased in 1941 to 1945.

2. Location of property. 80 acres - North half of South East Quarter of Section Nine (9), Township Fifteen (15)

15 acres leased land - In Whonnock No. I (one) Indian Reserve.

3. Street address of real property - 32nd Ave. (80 acres)
River Road (15 acres)

4. Improvements made on property with value of each.

	Value
(a) Buildings for (80 acres) Chicken house 20 ft. by 120 ft. With labour and cost of lumber, and also including 1000 ft. of lumber & five (5) cord of wood left inside the chicken house.	$600.
(b) Tillage -	
(c) Fencing -	
(d) Drainage. 600 ft. with labour	$200.
(e) Clearing for 2 acres	$600.
(f) Weed eradication. 2 acres	$100.
(g) Planting for 2 acres	$160.
(h) Slashing - 4 acres	$400.
	$2060.

Fair market Value for 80 acres.

For Property	$1600.
For Improvements	2060
	$3660.

4. Improvement made on Leased land.

(a) Buildings

Chicken House.

Quantity	Size	Value
2	20'x60' each at $300.00 including labour and material	$600.00
1	18'x18' including labour & material	$350.00
2	14'x30' @ 150.00 each including lab. & material	$300.00
1	14'x20' including labour & material	$100.00
1	12'x12' " " " "	50.00
	Total	$1400.00

Garage size 18x10' including labour & material	35.00
Woodshed size 18 x 24' " " " "	50.00
Improvement on house - 12x24' (on North side)	75.00
10x16 (on West side)	& 40.00
Total	$200.00

(b) Fencing	370.
(c) Tillage	
(d) Drainage 800 ft.	300.
(e) Clearing	415.
(f) Weed eradication	333.
(g) Planting	
4 acres Strawberry	416.
1 " Rasberry	36.
1 " Blueberry	36.
3¼ " Rhubarb	104.
Total	$2000.00

(Cont) on P.2

Total amount for Leased Land		Value
(1) Buildings. Chicken House		1400.00
Garge, Woodshed, etc.		200.00
(2) Planting, Weed eradication, Clearing, Fencing, etc.		2000.00
	Total Value	$3600.00

Personal Property.

Farms Tools		Value
1 Cultivate		$25.00
1 Scale		20.00
1 Plough		30.00
1 Harrow		10.00
4 Axes		8.00
2 Manure forks		4.00
3 Shovels		4.50
3 Sickles		3.00
8 Hoes		9.00
2 Spud forks		3.00
1 Mattock		1.50
6 Saw (4 saw 7 ft. long)		60.00
(2 saw 6 ft.long)	Total Amount	178.00

Poultry Equipment		Value
1 coal Broder		25.00
7 large Fountain		9.00
5 small Fountain		6.00
2 Spades		3.00
15(4 gal.) Pail		8.00
	Total Value	51.00 (con't)

Electric Appliance		Value
No. 8 electric wire	400 ft.	12.00
No.10 " "	400 ft.	8.00
No.14 " "	1000 ft.	12.00
1 Switch Box		20.00
1 Switch		3.00
	Total Value	$55.00

Household Furniture		Value
1 Kitchen Stove		75.00
7 Bed		140.00
2 Kitchen Cabnet		84.00
2 Chest Drawer		100.00
6 Chairs		9.00
Kitchen Ware. Saucer, Cup, Plate, Dish, Spoon, Forks, Knives	For fifty (50) person	100.00
1 Book Case		15.00
1 Shrine		15.00
1 Washing Machine		150.00
1 Earthern Crock		4.00
	Total Value	692. ½

Nails ½ 2¼" - 30 lb.		12.00
" 3 " - 30 lb.		12.00
	Total	24.00

Total amount for Personal Property - $1000.00

It is Stored in House of Mr. K. Umetsu 32nd Ave. Ruskin.

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

Nov.16/48

M Wanstall

bh

EXHIBIT No. 713 - 8

DATE Sept.24/48

FILED BY G.E.A. Rice

Tashme, Hope, B.C.

Dec. 11th/42

Office of the Custodian

Vancouver, B.C.

Dear Sir:-

According to your letter of Jan. 6th File No. 5821 which we received to-day. We do not want to sell, there is only few things left in the house, such as kitchen stove, 4 bed- mattress-spring. 2 kitchen cabinet, 1 chest of Drawers 6 chairs & table. Will you please leave everything in 1 room and lock it up. It does not worth much so we like to keep it.

Yours truly,

M. Nikaido

Reg.13374
Tashme
Hope,
B.C.

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

Nov.17/48

M Wanstall
GH

713 - 9

EXHIBIT No. Sept.24/48

DATE

FILED BY G.E.A.Rice

Proof of Claim NOV 27 1947

5821

IN THE MATTER OF Order-in-Council P.C. 1810, as amended by Order-in-Council P.C.3737; and JL 343

IN THE MATTER OF "THE INQUIRIES ACT" being Chapter 99 of the Revised Statutes of Canada, 1927, and BC 111 P

Env. 13

IN THE MATTER OF a Commission appointed to inquire into and report upon the claims of persons of the Japanese Race under said Orders-in-Council.

1. Name of Claimant in full: NIKAIDO, Mitsu.

   Registration No. 13374.

2. Claimant's address at the time of his evacuation from the protected area:

   Ruskin, B.C.

3. Claimant's present address:

   Iron Springs, Alberta.

4. Claim relating to real property:

   (a) Street address of real property: River Road (15 acres) 32nd Avenue (80 acres).

   (b) Legal description of property:

   15 acres - In Whonnock No. 1 Indian Reserve.

   80 acres - North half of South East Quarter of Section Nine (9), Township Fifteen (15).

VIRTUE & RUSSELL, Barristers, Lethbridge.

(c) Type of real property, i.e., farm, residence, commercial, etc., and short description of it:

15 acres - Mixed farm - strawberry, fruit, chickens, etc.

80 acres - Mixed farm - strawberry and chickens.

(d) Title or interest held by Claimant in the real property:

Title left at Bank of Commerce (Mission)

(e) Fair market value of real property at date of sale:

(I) Land -	$ 3000.00	for 80 acres.
(II) Buildings -	$ 600.00	
Land	$ 1000.00	
Buildings	1000.00	for Indian Reserve.

(f) Amount of loss alleged to have been sustained by the Claimant under the terms of reference:

$ 5600.00

5. Claims relating to personal property, etc.

(a) Location at which property was left by Claimant at date of evacuation:

At the residence of Mr. Umetsu, 32nd Avenue, Ruskin, B.C.

(b) Type of premises in which property was left by Claimant and manner in which that property was stored or packed at time of evacuation:

Furniture - Stored in house.

Poultry Equipment - Stored in the House.

VIRTUE & RUSSELL, Barristers, Lethbridge.

(c) In whose care was property left by the Claimant at date of evacuation?

Consigned to the Custodian.

(d) Itemized and detailed description of the property which is the subject of the claim, and itemized value thereof at the time of sale, loss or destruction:

Household Furniture:
1 kitchen stove
7 beds
2 kitchen cabinets
2 chest of drawers
6 chairs
2 box - kitchen wares Valued at $350.00 - "692.00 letter"
1 book case
1 buddist shrine
1 iron board
1 12 gallon earthern crock
1 washing machine

Tools:
4 axes
2 manure forks
3 shovels.
3 sickles
8 hoes Valued at $75.00 -"$178.00 letter
2 potatoes forks 60 lbs. nails $24.00"
1 mattock
6 saws (continued of following sheet).

(e) Amount of loss alleged to have been sustained by Claimant under the terms of reference:

$1000.00.

6. I desire that my claim be heard at the City of Lethbridge in the Province of Alberta.

7. An Interpreter will..... be required.

DATED this 13th day of ~~October~~ November A.D. 1947.

"S. Aoki" _____
Witness to Signature of Claimant

"M. Nikaido"
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

5 d (continued).

Poultry Equipment:

1 coal brooder
7 large fountains
5 small fountains
2 spades
15 4 gallon pails

Valued at $200.00 "- $51.00 in letter"

FARM Tools:

1 cultivator
1 scale
1 plough
1 harrow
Nails - 2¼" 30 lbs.
Nails - 3" 30 lbs.

Valued at $300.00 "- $178.00 in letter"

Electrical Applainces:

2000 ft. electric wire
4 electric switches.

Valued at $75.00 "fixtures?"
- "55.00 in letter"

STATUTORY DECLARATION

I, Mitsu NIKAIDO.
(Full Name of Claimant)

of Iron Springs, Alberta. Farm Laborer.
(present Address) (Occupation)

DO SOLEMNLY DECLARE:

1. I am the above named Claimant.

2. I have a personal and full knowledge of the circumstances and facts relating to the Claim above referred to.

3. The above Claim is true and correct.

4. I have not received any payment upon the above Claim other than the following:

And I make this declaration conscientiously believing the same to be true, and knowing it is of the same force and effect as if made under oath, and by virtue of The Canada Evidence Act.

DECLARED at Iron Springs)
)
in the Province of Alberta,)
)
this 17th day of November)
) "M. Nikaido"
A.D. 1947.)
)
)
"Ro..... D. Virtue")
)
A Commissioner for Oaths in and for
the Province of Alberta.

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

Nov.17/48

Virtue & Russell, Barristers, Lethbridge.

EXHIBIT No. 29 Sep. 1949
DATE
FILED BY D.T.Braidwood

PACIFIC CO-OPERATIVE UNION

GROWERS . PACKERS . SHIPPERS
of High Class Berries & Rhubarb

MISSION CITY, B.C.

September 28, 1949

Mr. D.T. Braidwood,
Sutton, Braidwood & Morris,
525 Seymour St.,
Vancouver, B.C.

Dear Sir:

Re: M. Nikaido

Mr. Nikaido had rented off the Indian Department fifteen acres of which about ten acres were cleared, known as Whonock No. 1 Indian Reserve.

In 1942 he had still four years to go when war with Japan was declared and his lease was cancelled and he was given fifteen days to vacate.

The Indian Agent asked the Pacific Co-operative Union to take over the lease and we did so in order to protect the interests of Mr. Nikaido. We paid Mr. Nikaido Seven Hundred and Fifty dollars ($750.00) in cash for the prospective crop of 1942.

We also paid Mr. Nikaido for all boxes, crates, etc. on hand for use in shipping the crop.

In March 1943 we let a Mr. W. Ganz, a neighbor, have the place on a working basis termed in the agreement as an employee who paid us Two Hundred dollars per year, out of which we paid to the Indian Agent at New Westminster, the rent amounting to Ninety dollars per year. By the end of two years the place required re-planting and the work Mr. Nikaido had put on the place was practically finished.

This, in short, sums up the history, I think you require.

Yours truly,

Signed A.S.Rankin
A.S. Rankin,
Secretary.

ASR/vl

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

April 18/50

J. Spratt