V value

Name of Claimant NISHI, Shigeo Case 716

Custodian File 4755

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% there-of	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	

PERSONAL PROPERTY								
Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	
		550		156.75		200.00	90.00	246.75

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

TOTAL RECOMMENDATION	246.75

1540

CASE NO. 716.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,
September 27th, 1948.

IN THE MATTER OF THE CLAIM OF
SHIGEO NISHI.

PROCEEDINGS AT HEARING.

Original

CASE NO. 716.

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION.

(BEFORE HIS HONOUR JUDGE R. M. EDMANSON, SUB-COMMISSIONER).

10

Lethbridge, Alberta,

September 27th, 1948.

IN THE MATTER OF THE CLAIM OF

SHIGEO NISHI.

PROCEEDINGS AT HEARING.

20

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.
D. J. HaNDFORD, Esq.,	Official Interpreter.
S. R. HOWARD, Esq.,	Official Reporter.

30

THE SECRETARY: Case No. 716, Shigeo Nishi.

SHIGEO NISHI, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. RUSSELL:

Q Mr. Nishi, I am showing you a document entitled "summary of evidence in support of claim". This document wasprepared from information supplied by you and under your direction? A: Yes.

10 Q This is your signature at the end of the document?

A Yes.

Q It contains a summary of the material upon which you are basing your claim? A: Yes.

Q And it is true to the best of yourknowledge, information and belief? A: Yes.

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

(SUMMARY MARKED EXHIBIT NO. 1).

MR. RUSSELL: Q: Mr. Nishi, your real property claim consists of a claim for a house which you say you purchased for

20 $600.00? A: Yes.

Q Whom did you purchase this house from?

A My uncle.

Q Your uncle? A: Yes.

Q What is your uncle's name? A: K. Tanami.

Q How much did you pay your uncle? A: $600.00.

Q Do you know who built the house?

A My uncle built the house.

Q Your uncle built the house? A: Yes.

Q It was his house? A: Yes.

30 Q And you bought it from him? A: Yes.

MR. RUSSELL: I would point out that inthe summary of evidence on page 4 there is some fishing equipment listed. It is on page 5, I am sorry. There are two trolling gurdies and then some other lines and so on. When they totalled up these lines, and so on, apart from the trolling gurdies, it amounted to $235.00. The claimant recognizes this but he is still claiming only for the $200.00, not the $235.00, as the total claim.

10 THE SUB-COMMISSIONER: Why is the reduction made?

MR. RUSSELL: I believe, sir, in the proof of claim he estimated the value of the trolling equipment at $200.00, and he feels that he is being consistent in only claiming for $200.00.

THE SUB-COMMISSIONER: Oh, I see.

MR. RUSSELL: Q: By the way, Mr. Nishi, in this summary of evidence you show that you paid $150.00 for these two trolling gurdies and you are now saying that they were worth, the value was $200.00 at the time

20 the claim originated? A: I put in two new spools after that, repaired it.

Q Two new spools? A: Yes, and it cost me $100.00, that is what it cost, for that.

Q That is all.

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

For the purpose of the record, I take it that the claim to the boat, $1500.00, has been dropped, or abandoned?

30 MR. RUSSELL: Yes.

MR. RICE: The goods for which $400.00 is being claimed were not found.

MR. RUSSELL: Pardon me just a second. Do you mind if I ask the claimant about the boat?

THE SUB-COMMISSIONER: All right.

MR. RUSSELL: Q: Mr. Nishi, on page 4 of your claim you show a claim of $950.00 for your fishing boat. You are still claiming for that, are you?

A Yes.

10 THE SUB-COMMISSIONER: I thought the boat claim was abandoned?

MR. RUSSELL: No, that is incorrect, sir; he is claiming for the boat.

MR. RICE: I am submitting that the fishing vessel was sold with the approval of the claimant for $550.00.

I submit as an exhibit an analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 2).

MR. RICE: I would point out that the claimant declared

20 that he had no real property and stated that he lived with his parents at 155 Moncton Street in Steveston, B. C., and it was later reported that he occupied a house on the property of Nootka-Bamfield Packing Company at Port Albion and the assessed value of this house was $50.00.

THE SUB-COMMISSIONER: What is the assessed value?

MR. RICE: $50.00.

THE SUB-COMMISSIONER: Is that the one that he is claiming $600.00 for?

30 MR.RICE: Yes, that is the one that he is claiming $600.00

for. More than that, according to leases produced by the company, these houses were all the property of the company with the arrangement that when left vacant the actual house or houses would revert to the company.

THE SUB-COMMISSIONER: You have not got a copy of that lease?

MR. RICE: No, I haven't, your Honour. The company produced a lease to an inspector from the Custodian's office.

10

THE SUB-COMMISSIONER: Well, what I suppose they will do, they will take care of that at the Coast.

MR. RICE: Q: Have you got a lease with the Hamfield Company?

A Rent the land down there.

THE SUB-COMMISSIONER: You had better interpret the question.

A No, it is just a verbal agreement and we paid rent for the land.

MR. RICE: Q: My information is that there were leases?

20

THE SUB-COMMISSIONER: In writing?

MR. RICE: Yes.

THE SUB-COMMISSIONER: That will be for the counsel to the Commission to get the leases and produce them at the Coast.

MR. RUSSELL: Your Honour, I am bound to say, in fairness to him and to myself, that I don't think the claimant understood the question, because I have a copy of that lease here.

THE SUB-COMMISSIONER: Well, then, let us have it.

30

A The witness now says that he thinks there was some

kind of a lease as regards the house.

MR. RUSSELL: I don't think that possibly the claimant understood the question. I have the lease here.

(Lease to Mr. Rice)

MR. RICE: Well, there is no provision here allowing the tenant to remove any buildings from the property, and apparently the house was leased. "The Lessor doth demise unto the said Lessee the house situate on the Lessor's premises at Port Albion."

10 THE SUB-COMMISSIONER: Is that the same property?

MR. RICE: Yes. Any objection to it going in, Mr. Russell?

MR. RUSSELL: No.

THE SUB-COMMISSIONER: That will be Exhibit 3, lease produced from the claimant's file.

MR. RICE: I will ask him about it.

Q Is that the lease (indicating) that you had from the Banfield Packing Company Limited?

A Yes. This isn't the lease, is it?

Q That is what it is, apparently.

20 A I didn't know that this was a lease.

Q Oh. Well, that is your signature on that document, is it? A: Yes.

MR. RICE: This document is a lease under the Short Form of Leases Act of the Province of British Columbia, dated the 26th day of May, 1941, and made between Banfield Packing Company Limited, as Lessor, and the claimant, as Lessee. And the lease is signed, apparently, in the presence of a Notary Public. The second clause of the lease provides,

30 "Witnesseth that the said Lessor doth demise

unto the said Lessee the house situate on the Lessor's premises at Port Albion, British Columbia, known as Number 7, from the 1st day of June, 1941, until the 31st day of May, 1942, yielding therefor during the said term the rent of $2.50 payable as follows:

"Monthly in advance."

This lease, your Honour, is the claimant's, and I tender it as an exhibit with the consent of counsel for the claimant.

(LEASE MARKED EXHIBIT NO. 3).

THE SUB-COMMISSIONER: I wonder why he filed a claim for $600.00 for a house that he said that he bought when, as a matter of fact, it is only a lease.

MR. RUSSELL: I examined him on that point when I ran across the lease just before Court opened this morning, sir, and he said he didn't understand that document at all, that that house was built by his father, or by his uncle, and he paid his uncle $600.00 for it and he, therefore, is making a claim for it on that basis.

THE SUB_COMMISSIONER: Well, the claim is witnessed by one who speaks English and I suppose he had an interpreter. It does not look very good, does it?

MR. RUSSELL: I explained that to him, too, and, notwithstanding that, he is submitting his claim.

MR. RICE: Q: I show you your J.P. form, dated the 21st of April, 1942 (indicating); and ask you if that is your signature to that document?

A Yes.

Q That is your signature? A: Yes; it is.

MR. RICE: I tender the claimant's J.P. form as an exhibit, your Honour.

(J.P. FORM MARKED EXHIBIT NO. 4).

MR. RICE: Q: Did you receive a telegram from the Custodian's office which reads,

"We have offer five hundred fifty dollars for Ucluelet One Stop Wire if accept".

A It is a long time ago, I have forgotten.

Q August 12th, 1942? A: If I see the telegram I may remember.

10

Q That is a copy of a telegram I show you?

A I may have received this; it is so long ago I have forgotten.

Q You may have received it? A: Yes, I may have received it, I am not sure.

Q I will help you out a little further. Didn't you answer it on August 19th by wiring the Custodian "Will sell boat if pay in cash"?

A I thought I had written a letter, but was it a telegram?

20

THE SUB-COMMISSIONER: What is the answer?

A I thought I had written a letter.

Q That telegram came in spelled S-h-i-y-e-o Nishi?

A It is so long ago, I have forgotten the details, but I may have sent that reply.

Q There is nobody else could send it. You were living at Picture Butte then, were you not?

A Yes. It is quite some distance from town.

Q Is there any other Shigeo Nishi out there?

30

A No, just me.

Q Just you? A: Yes.

Q So that a wire was sent on August 12th, 1942, to Shigero Nishi care of George Ensign?

A Yes.

Q You work for George Ensign? A: Yes.

Q Picture Butte, Alberta? A: Yes.

Q And there is no other Shigero Nishi working for George Ensign, or no other Shigero Nishi working in the Picture Butte district so far as you know?

10 A No.

Q And a copy of this telegram, "We have offer five hundred fifty dollars for Ucluelet 1 Stop Please wire if accept," that wire was sent from the Custodian's office on August 12th, 1942, and on August 19th, 1942, the Custodian received a reply "Will sell boat if pay incash" and it is signed Shiyeo Nishi, or it should be Shigeo Nishi. Doesn't that bring back a recollection to you that you told the Custodian to sell your boat for $550.00?

20 A Yes, I was working at beets and I needed the cash and I may have.

Q You did tell the Custodian to sell your boat for $550.00? You did, did you not? A: Yes.

Q Sure, the evidence is there. I tender these documents, your Honour, as one exhibit, a copy of a telegram and the reply to the same.

(TELEGRAMS MARKED EXHIBIT NO. 5).

MR. RICE: Q: So the reason you are claiming $1500.00 today for the boat is that you forgot?

30 A Yes. I was working at beets and wasn't making much

money and that is why I sold it.

Q Why do you come in here today and claim $1500.00 for a boat that you had already sold for $550.00?

A I wasn't able to earn enough to live on at sugar beets in those days; that is why I sold it for $550.00.

Q I don't want to know that, but what I want to know is why you are coming in here today and swearing to God that the Crown owes you $1500.00 for a boat that you ordered sold for $550.00?

10

THE SUB-COMMISSIONER: I guess he has not got any reply, Mr. Rice.

MR. RICE: All right.

THE SUB-COMMISSIONER: Q: Did you have an interpreter when you were preparing this summary (indicating)?

A Yes.

Q So there is no excuse for him putting these claims in.

MR. RICE: I mean, if his oath means anything. It is just a fabrication.

20

THE SUB-COMMISSIONER: Yes, I know.

MR. RICE: Q: Where did you leave your boat equipment?

A At New Westminster.

Q Did you leave it on your boat at New Westminster?

A Yes.

MR. RICE: I would call your Honour's attention to the claimant's J.P. form. "Trolling equipment valued at $200.00 located in a Nootka-Bamfield Packing Company cannery house No. 7 formerly occupied by declarant at Ucluelet, B.C. Trolling equipment will be left there in the same place when declarant is

30

evacuated. One gas fishing boat named Ucluelet in the custody of the Navy, New Westminster, B.C. Declarant will sell boat if he finds a good prospect."

A Excuse me, your Honour. I misinterpreted your last question. The boat was left at New Westminster, but the gurdey was left at Banfield, and the other equipment was left at Port Albion.

MR. RICE: Q: Port Albion or Port Alberni?

A Port Albion.

10 Q Albion? A: Yes.

THE SUB-COMMISSIONER: Q: Albion? A: Yes, Albion.

MR. RICE: Q: How far would that be away from the cannery, Port Albion? A: The cannery is at Port Albion; just a little port down there.

Q Just a small port? A: Yes.

Q The Nootka cannery is there, is it?

A Yes, on Port Albion.

Q And whereabouts did you leave your equipment now? You say that part of it was at the cannery, whereabouts?

20 A In House No. 7

Q Was it all in House No. 7? A: No, some other fellows. I left down there first, you see.

THE SUB-COMMISSIONER: According to the J.P. form, he says, "Trolling equipment valued at $200.00 located in a Nootka-Bamfield Packing Company cannery house No. 7 formerly occupied by declarant." The trolling equipment would be down there, according to this.

MR. RICE: Q: You say that you left all your trolling equipment in house No. 7? A: Yes. Well, it

30 was in No. 7 or possibly No. 8.

Q It was in No. 7 or No. 8? A: Yes.

Q Who had No. 8? Who occupied No. 8?

A It is so long ago I have forgotten the house numbers.

THE SUB-COMMISSIONER: There is the J.P. form on which he states No. 7; I wonder if that is correct.

A If it was entered as No. 7 at the time of registration then there is no mistake, it was No. 7.

MR. RICE: Q: Did you leave any of your property with Kawaguchi? A: Yes.

Q What did you leave with him? A: The trolling gurdies.

Q You left the trolling gurdies with him?

A Yes.

Q And did you leave any of your property with Yashida?

A Yes, I left some trolling equipment.

Q Trolling equipment? A: Yes.

Q And didn't you write the Custodian that you left some of your property with a white man that you didn't know what his name was?

A Yes. I moved down here, it is so long ago, I have forgotten about it.

Q Where did Kawaguchi live? A: Is it Kawaguchi?

Q Yes, I guess that is it, K-a-w-a-g-u-c-h-i?

A At Banfield.

Q Whereabouts at Banfield? What house number? Is there any way of finding his place?

A It is at Kawaguchi's house.

Q At Kawaguchi's house? A: Yes.

Q You said nothing to the Custodian about it, did you?

A I think I reported it.

Q I quote from a letter that you wrote the Custodian on August 13th, apparently 1944, "And another equipment was left at Mr. Yashida place. I don't know what I left there so I can't write it out, only think" -- it is meant for "thing" I think -- "I can remember was put in a copple of paper box." Perhaps I had better show you this letter and ask you if that is your signature (indicating)? A: Yes.

10 Q So you left property at Yashida's as well as Kawaguchi's? A: Yes. The things left with Yashida were just trolling equipment.

Q Trolling equipment was left with Yashida?

A Yes.

Q And what was left with Kawaguchi?

A The trolling gurdies.

Q What was it that you left with a white man that you didn't know his name? A: Those were the same things that Kawaguchi had been looking after

20 which Kawaguchi handed to the white man.

Q I show you a letter dated September 30th, 1942; is that your signature (indicating)?

A Yes.

Q The second last paragraph says,

> "That you told me about that gurdies and gurdie spools. I put it near to the house there was 8 spools gurdies 4 on each one. I hope one of the white man was looked after the gurdie but I don't know the name he lived just beside my friend house."

And you say that Kawaguchi turned the gurdies over to a white man, or do you know? A: Yes.

Q How do you know? Did you see him turn them over?

A Kawaguchi told me.

Q That is all you know about it, what Kawaguchi told you?

A Yes.

Q And in your last paragraph of the same letter,

"You should find all those thing in two
10 place, gurdie in Bamfield and trolling equipment in Port Albion."

A I can't remember now.

Q How far is Banfield fromPort Albion?

A I can't remember now.

Q Well, roughly, is it a mile? A: No, more.

Q It is over a mile away? A: Yes.

MR. RICE: I will tender that letter, your Honour,and I point out the impossibility on the part of the Custodian to trace any of the property of the
20 claimant from the information that the claimant furnished the Custodian.

(LETTER MARKED EXHIBIT NO. 6).

MR. RICE: I tender an analysis of the real property claim, your Honour.

(ANALYSIS MARKED EXHIBIT NO. 7).

MR. RICE: That is all.

THE SUB-COMMISSIONER: I notice, Mr. Rice, that in Exhibit 1 there is a claim here for $435.30, with the credits coming to $200.00, leaving a balance of $235.30.
30 All that equipment was bought in 1941, and he is

claiming the price that he paid for the equipment.

MR. RICE: The trolling gurdies, he says that he bought them for $150.00, but he spent money on them in re-building them.

THE SUB-COMMISSIONER: Yes, but the other articles are priced at the values he paid the year previously.

MR. RICE: I take it it was just practically all new equipment.

THE SUB-COMMISSIONER: I was wondering whether it had been used at all.

10

MR. RUSSELL: Your Honour, in that connection I might explain again that although this total is $435.00 his actual claim is $35.30 less than that.

MR. RICE: Q: This trolling equipment, was that ever taken out of the box?

THE SUB-COMMISSIONER: You see all this stuff here (indicating).

MR. RICE: I took it for granted it was new.

A No, they weren't used.

Q They weren't used? A: No.

20

Q Were they ever taken out of the box that they came in?

A They were taken out of the original box and put in a larger box but hadn't been used.

Q Hadn't been used? A: No.

Q Did you turn some of your equipment over to Ucluelet Engineering Works in payment of a debt that you owed them?

A No, I didn't turn anything into the Ucluelet Engineering Works, but the Ucluelet Engineering Works made two of these spools for me in the first place.

30

Q How much did you owe them for that when you left there?

A I have forgotten how much.

Q Those works were run by a man by the name of Thompson?

A Yes, Jack Thompson.

Q Jack Thompson? J. L. Thompson? A: Yes.

Q I think in fairness to you I should point out that your bill originally was $123.60, according to a letter from Mr. Thompson, and you had a credit of $44.40, and there may have been something left when you went away, but it wasn't a great deal, as mentioned in his letter. You suggested in one of your letters to the Custodian that you owed the amount of a gurdie to Thompson. But that is nothing against him, your Honour. Thompson sent in the letter.

THE SUB-COMMISSIONER: Any re-examination?

MR. RUSSELL: No re-examination.

THE SUB-COMMISSIONER, That is all, thanks.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

S.R. Howard

"S.R.HOWARD" Official Reporter.

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

D.M. Edmanson

SUB-COMMISSIONER

ACKNOWLEDGED

Case No. 716.

4755

NOV 27 1947

Leth

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: Shigeo Nishi

   Registration No. 12149

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

   P.O. Box 3, Ucluelet, British Columbia

3. Claimant's present address:

   P.O. Box 502, Taber, Altal

4. Claim relating to real property:

   (a) Street address of real property: Ucluelet, B.C.

   (b) Legal description of property:

House No.7 situated at Port Albion, B.C.

VIRTUE & RUSSELL, Barristers, Lethbridge.

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

House 30'X 30; 4 rooms

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

I am the sole owner of the stated property!

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

(I) Land— $

(II) Buildings— $ 600.00

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

$ Total loss of $600.00

5. Claims relating to personal property, etc.

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

Ucluelet, B.C. - House No. 8
Y. Kawaguchi, Bamfield, 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:

Packed in two paper boxes at Port Albion, B.C.
Trolling Gurdies in Bamfield, B.C.

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

Custodians of Enemy Properties

(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:

Fishing Vessel:		
Length	35 ft.	
Depth	3 ft. 8 in.	
Breadth	7 ft. 8 in.	
Powered by - Vivian 15 H.P.		$1500.00
Trolling Gurdies		200.00
Equipments: trolling		200.00
		1900.00

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

$1900.00 minus $448.36 equals $1451.64

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 19th day of ~~October~~ November, A.D. 1947.

Samson Sanderson
Witness to Signature of Claimant.

Shigeo Nishi
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

STATUTORY DECLARATION

I, Shigeo Nishi
(Full Name of Claimant)

of P.O. Box 502, Taber, Alta. Farmer
(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:

$448.36

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 Taber
in the Province of Alberta,
this 19th day of November
A.D. 1947.

Samson Sanderson
A Commissioner for Oaths in and for the Province of Alberta.

Shigeo Nishi

VIRTUE & RUSSELL, Barristers, Lethbridge.

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.

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 79.

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full:

Shigeo Nishi

2. Registration Number:

12149

3. Present Address:

Box 502, Taber, Alta.

4. Address Prior To Evacuation:

Box 3, Ucluelet, B.C.

EXHIBIT No. 716-1
DATE Sept. 27/48
FILLED BY W. S. Duncan

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)

House No. 7 situated at Port Albion, B.C.

NOTE: The above house was owned by the Claimant who did not however, own the property on which the house was situated. The land itself was owned by the Nootka-Bamfield Packing Co., and was rented by the Claimant.

(a) Nearest Post Office adjacent to land. Port Albion

(b) Number of acres:

(c) When purchased: house was purchased in 1940

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

The house was in fair condition

(e) Purchase Price of house ..... $ 600.00

6. IMPROVEMENTS:

(a)	Clearing.....acres at $.....per acre	$	
(b)	Fencing	$	
(c)	Tillage	$	
(d)	Drainage	$	
(e)	Weed Eradication	$	
(f)	Planting	$	
(g)		$	
(h)		$	
	Total	$ nil	$ nil
	Carried Forward	$	$ 600.00

Brought forward $ 600.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
			$	$	$
Dwelling house 4 rooms	30 x 30		600.00		600.00
	(NOTE: THIS IS THE HOUSE ALREADY REFERRED TO)				

Total Cost of Buildings

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

Fair Market Value ..... $ 600.00

Sold by Custodian for (house not sold as yet by Custodian as far as is known to Claimant) ..... $ nil

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

8. Assessment for 1942:

Land ..... $

Improvements .... $

Total ..... $

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 on house ..... $ 600.00

Parcel 2 ..... $

Parcel 3 ..... $

Parcel 4 ..... $

TOTAL: $ 600.00

FISHING VESSELL

NAME	"UCLUELET NO. 1 "
Reg. NO.	2336
DATE PURCHASED	1940
LENGTH	35 feet
DEPTH	3 feet 8 inches
BREDTH	7 feet 8 inches
POWERED BY	Vivian 15 H.P. Motor

PRICE PAID.....$1,500.00

Maintenance

Over hauling engine.....$200.00

VALUE AT DATE OF EVACUATION.....$1,500.00

SOLD BY CUSTODIAN FOR..... 550.00

AMOUNT OF CLAIM.....$ 950.00

Claim withdrawn.

Shigeo
~~xxxx

PAYMENTS RECEIVED FROM CUSTODIAN ON PERSONAL PROPERTY not including Fishing Vessel

Item:	Year:	Month:	Amount.
			nil

Total: $ nil

Total Claim for Personal Property ..... $ 435.30

Deduct Payments from Custodian ..... $ nil

Net Loss on Personal Property ..... $ 435.30

I Certify the above to be True and Correct.

Chas. H. [illegible]
Witness

S. Nishi
Signature of Claimant.

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 4755 EXHIBIT No. _____

NAME Shigeo NISHI

REG. No. 12149

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION Apr.21/42	TAKEN BY _____			AUCTION	TENDER &c		
EVACUATION May 30/42	DATE _____						
Trolling Equipment valued at $200.00 located in Nootka-Bamfield Packing Co. Cannery house No. 7 formerly occupied by declarant at Ucluelet, B. C. Trolling equipment will be left there in the same place when declarant is evaucated.		Fishing Vessel:					
		Length 35 ft.					
		Depth 3 ft. 8 in.					
		Breadth 7 ft. 8 in.					
		Powered by Vivian 15 H.P.	1500.00		550.00		
		Trolling Gurdies	200.00				200.00
		Equipments: trolling	200.00				200.00
		TOTAL CLAIM	1900.00		550.00		400.00
1 Gas Fishing Boat named (Ucluelet) In custody of the Navy, New Westminster, B.C.							

The Vessel for which $1500.00 is being claimed was sold by public tender for $550

The goods for which $ 400.00 is being claimed were not found

. 4755 EXHIBIT No. _____ CASE No. _____

. 12149 VENUE LETHBRIDGE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANY TIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	REMARKS
	TENDER &c							
	550.00							(Vessel appraised by John Gould at $450.00 (Sale at $550.00 approved by Nishi -see telegram
			200.00					
			200.00					
	550.00		400.00					

ed was sold by public tender for $550.00 and this price approved by Shigeo Nishi

ed were not found

EXHIBIT No. 716-2
DATE Sept. 27/48
FILED BY G.R.A. Rice

EXHIBIT No. 716 - 3
DATE Sept. 27/43
FILED BY G. E. A. Rice

THIS INDENTURE made this 26 day of May 1941.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT", Between BANFIELD PACKING COMPANY ~~PACKING COMPANY~~ LIMITED, of 525 Seymour Street, Vancouver, B. C. (hereinafter called "the Lessor") and SHIGEO NISHI, of

(hereinafter called "the Lessee").

WITNESSETH that the said Lessor doth demise unto the said Lessee the house situate on the Lessor's premises at PORT ALBION British Columbia, known as Number 7, from the 1st day of June 1941, until the 31st day of May 1942, yielding therefore during the said term the rent of $2.50 payable as follows:

Monthly in advance

THAT the said Lessee covenants with the said Lessor to pay rent; AND to repair; AND the said Lessor may enter and view state of repair; AND that the said Lessee will repair according to notice; THAT the said Lessee will not assign without leave ; AND will not sublet without leave; AND that he will leave the premises in good repair; AND that he will not carry on any business that shall be deemed a nuisance on the premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants.

PROVISO for re-entry on seizure or forfeiture of the said term.

PROVIDED that if the Lessee shall hold over after the expiration of the said term and the Lessor shall accept rent, the new tenancy shall be a tenancy from month to month only and shall be subject to the covenants and conditions herein contained.

IN WITNESS WHEREOF the said parties hereto have executed these presence the day and year first above written.

THE CORPORATE SEAL OF BANFIELD PACKING COMPANY LIMITED was hereto affixed in the presence of: "Alex C. Goble"	BANFIELD PACKING COMPANY LIMITED, By "Sydney W. Rowley" SEAL
SIGNED, SEALED AND DELIVERED by Shigeo Nishi in the presence of: "G. H. Gilroy Moore"	"Shigeo Nishi"

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

Nov. 18, 1948

C. McGlaughan

DATED May 26th 1941

BANFIELD PACKING COMPANY LIMITED

- to -

SHIGEO NISHI

L E A S E

LAWSON, CLARK & LUNDELL

FORM "JP"

FILE No.

Steveston

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

EXHIBIT No. 716 - 4
DATE Sept. 27/48
FILED BY G. E. A. Rice

NAME: NISHI, Shigeo

HOME ADDRESS: 155 Moncton St., Steveston, B. C. Box 3 193.

REGISTRATION NUMBER 12149 SEX: Male AGE: 27

OCCUPATION: Fisherman (formerly)

(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: Ucluelet Fishing Corporation, Ucluelet, B. C.

MARRIED? no

NAME OF WIFE OR HUSBAND: none

ADDRESS OF WIFE OR HUSBAND: none

NAMES OF ANY LIVING CHILDREN: none

ADDRESS OF CHILDREN: none

AGE OF CHILDREN: none

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 none

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 7 room frame house at 155 Moncton St., Steveston, B. C.

2. LANDLORD'S NAME AND ADDRESS: Lives with parents at 155 Moncton St., Steveston, B. C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: No rent.

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:

Trolling Equipment valued at $200.00 ~~in the possession of~~ located in a Rootka-Barnfield Packing Co. cannery house No. 7 formerly occupied by declarant at Ucluelet, B. C. Trolling equipment will be left there in the same place when declarant is evacuated. 1 gas fishing boat named (Ucluelet) in the custody of the Navy, New Westminster, B. C. Declarant will sell boat if he finds a good prospect.

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

none

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY none

FORM "JP

FILE No.

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 21st day of April 1942

(Signature) "Shigeo Nishi"

"A. G. McArthur"
Witness

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

FOR DEPARTMENTAL USE Nov. 18, 1948

E. McGlaughan

Form 6102

Exclusive Connection with WESTERN UNION TELEGRAPH CO.
• Cable Service to all the World
Money Transferred by Telegraph

CANADIAN NATIONAL TELEGRAPHS

TELEGRAPH CANADIAN NATIONAL AND CABLE

W. M. ARMSTRONG, GENERAL MANAGER, TORONTO, ONT.

CLASS of SERVICE DESIRED	
Full-Rate Message	
Day Letter	
Night Message	
Night Letter	

Patrons should mark an X opposite the class of service desired; OTHERWISE THE MESSAGE WILL BE TRANSMITTED AS A FULL-RATE TELEGRAM

RECEIVER'S No.	TIME FILED	CHECK

Send the following message, subject to the terms on back hereof, which are hereby agreed to

AUGUST 12 1942

EXHIBIT No. 716 - 5
DATE Sept. 27/48
FILED BY G. E. A. Rice

SHIGERO NISHI
CARE OF GEORGE ENSIGN
PICTURE BUTTE
ALBERTA

WE HAVE OFFER FIVE HUNDRED FIFTY DOLLARS FOR

UCLUELET ONE STOP PLEASE WIRE IF ACCEPT

CUSTODIAN OF ENEMY PROPERTY
501 ROYAL BANK BUILDING
VANCOUVER B C

CHARGE

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

Nov. 18, 1948 M. C. McGlaughan

CANADIAN NATIONAL TELEGRAPH COMPANY

(OPERATING ITS OWN LINES AND THOSE OF THE GREAT NORTH WESTERN TELEGRAPH COMPANY, THE GRAND TRUNK PACIFIC TELEGRAPH COMPANY AND CANADIAN GOVERNMENT RAILWAYS). HEREINAFTER CALLED THE COMPANY.

TERMS AND CONDITIONS UPON WHICH TELEGRAPH AND CABLE MESSAGES SHALL BE TRANSMITTED ARE PRESCRIBED BY ORDER NO. 49274, DATED DECEMBER 5TH, 1932, OF THE BOARD OF TRANSPORT COMMISSIONERS FOR CANADA AND PUBLISHED IN THE CANADA GAZETTE.

IT IS AGREED BETWEEN THE SENDER OF THE MESSAGE ON THE FACE OF THIS FORM AND THIS COMPANY THAT THIS COMPANY SHALL NOT BE LIABLE FOR DAMAGES ARISING FROM FAILURE TO TRANSMIT OR DELIVER, OR FOR ANY ERROR IN THE TRANSMISSION OR DELIVERY OF, ANY UNREPEATED TELEGRAM, WHETHER HAPPENING FROM THE NEGLIGENCE OF ITS SERVANTS OR OTHERWISE, OR FOR DELAYS FROM INTERRUPTIONS IN THE WORKING OF ITS LINES, FOR ERRORS IN CIPHER OR OBSCURE MESSAGES, OR FOR ERRORS FROM ILLEGIBLE WRITING, BEYOND THE AMOUNT RECEIVED FOR SENDING THE SAME.

TO GUARD AGAINST ERRORS, THE COMPANY WILL REPEAT BACK ANY TELEGRAM FOR AN EXTRA PAYMENT OF ONE-HALF THE REGULAR RATE; AND, IN THAT CASE, THE COMPANY SHALL BE LIABLE FOR DAMAGES SUFFERED BY THE SENDER TO AN EXTENT NOT EXCEEDING $200.00, DUE TO THE NEGLIGENCE OF THE COMPANY IN THE TRANSMISSION OR DELIVERY OF THE TELEGRAM

CORRECTNESS IN THE TRANSMISSION AND DELIVERY OF MESSAGES CAN BE INSURED BY CONTRACT IN WRITING, STATING AGREED AMOUNT OF RISK, AND PAYMENT OF PREMIUM THEREON AT THE FOLLOWING RATES, IN ADDITION TO THE USUAL CHARGE FOR REPEATED MESSAGES, VIZ: ONE PER CENT. FOR ANY DISTANCE NOT EXCEEDING 1000 MILES, AND TWO PER CENT. FOR ANY GREATER DISTANCE.

THIS COMPANY SHALL NOT BE LIABLE FOR THE ACT OR OMISSION OF ANY OTHER COMPANY, BUT WILL ENDEAVOR TO FORWARD THE TELEGRAM BY ANY OTHER TELEGRAPH COMPANY NECESSARY TO REACHING ITS DESTINATION, BUT ONLY AS THE AGENT OF THE SENDER AND WITHOUT LIABILITY THEREFOR. THE COMPANY SHALL NOT BE RESPONSIBLE FOR MESSAGES UNTIL THE SAME ARE PRESENTED AND ACCEPTED AT ONE OF ITS TRANSMITTING OFFICES; IF A MESSAGE IS SENT TO SUCH OFFICE BY ONE OF THE COMPANY'S MESSENGERS, HE ACTS FOR THAT PURPOSE AS THE SENDER'S AGENT; IF BY TELEPHONE, THE PERSON RECEIVING THE MESSAGE ACTS THEREIN AS AGENT OF THE SENDER, BEING AUTHORIZED TO ASSENT TO THESE CONDITIONS FOR THE SENDER. THIS COMPANY SHALL NOT BE LIABLE IN ANY CASE FOR DAMAGES, UNLESS THE SAME BE CLAIMED, IN WRITING, WITHIN SIXTY DAYS AFTER RECEIPT OF THE TELEGRAM FOR TRANSMISSION.

NO EMPLOYEE OF THE COMPANY SHALL VARY THE FOREGOING.

CLASSES OF SERVICE

TELEGRAMS

A FULL-RATE EXPEDITED SERVICE.

NIGHT MESSAGES

ACCEPTED UP TO MIDNIGHT AT REDUCED RATES, TO BE SENT DURING THE NIGHT AND DELIVERED ON THE MORNING OF THE NEXT DAY AFTER THEIR DATE. AT PLACES WHERE THE COMPANY'S OFFICES ARE NOT OPEN ON SUNDAYS, DELIVERY WILL BE MADE ON THE MORNING OF THE NEXT ENSUING BUSINESS DAY.

DAY LETTERS

A DEFERRED DAY SERVICE AT RATES LOWER THAN THE STANDARD TELEGRAM RATES AS FOLLOWS: ONE AND ONE-HALF TIMES THE TEN-WORD DAY MESSAGE RATE FOR THE TRANSMISSION OF 50 WORDS OR LESS, AND ONE-FIFTH OF THE INITIAL RATE FOR SUCH 50 WORDS FOR EACH ADDITIONAL 10 WORDS OR LESS. THE MINIMUM CHARGE FOR TRANSMISSION OVER THE COMPANY'S LINES OF ANY DAY LETTER WILL BE 45 CENTS.

DAY LETTERS MAY BE FORWARDED BY THE COMPANY AS A DEFERRED SERVICE, AND THE TRANSMISSION AND DELIVERY OF SUCH DAY LETTERS ARE, IN ALL RESPECTS, SUBORDINATE TO THE PRIORITY OF TRANSMISSION AND DELIVERY OF FULL-RATE MESSAGES.

DAY LETTERS MAY BE DELIVERED BY THE COMPANY BY TELEPHONING THE SAME TO THE ADDRESSEES, AND SUCH DELIVERIES SHALL BE A COMPLETE DISCHARGE OF THE OBLIGATION OF THE COMPANY TO DELIVER.

DAY LETTERS ARE RECEIVED SUBJECT TO THE EXPRESS UNDERSTANDING AND AGREEMENT THAT THE COMPANY DOES NOT UNDERTAKE THAT A DAY LETTER SHALL BE DELIVERED ON THE DAY OF ITS DATE ABSOLUTELY AND AT ALL EVENTS; BUT THAT THE COMPANY'S OBLIGATION IN THIS RESPECT IS SUBJECT TO THE CONDITION THAT THERE SHALL REMAIN SUFFICIENT TIME FOR THE TRANSMISSION AND DELIVERY OF SUCH DAY LETTER ON THE DAY OF ITS DATE DURING REGULAR OFFICE HOURS, SUBJECT TO THE PRIORITY OF THE TRANSMISSION OF FULL-RATE MESSAGES UNDER THE CONDITIONS NAMED ABOVE.

NIGHT LETTERS

ACCEPTED UP TO MIDNIGHT AT REDUCED RATES, TO BE SENT DURING THE NIGHT AND DELIVERED ON THE MORNING OF THE NEXT DAY AFTER THEIR DATE. AT PLACES WHERE THE COMPANY'S OFFICES ARE NOT OPEN ON SUNDAYS, DELIVERY WILL BE MADE ON THE MORNING OF THE NEXT ENSUING BUSINESS DAY. THE RATES FOR NIGHT LETTERS ARE STILL LOWER THAN THE STANDARD NIGHT MESSAGE RATES, AS FOLLOWS: THE STANDARD DAY RATE FOR 10 WORDS FOR THE TRANSMISSION OF 50 WORDS OR LESS AND ONE-FIFTH OF THE INITIAL RATE FOR SUCH 50 WORDS FOR EACH ADDITIONAL 10 WORDS OR LESS. THE MINIMUM CHARGE FOR TRANSMISSION OVER THE COMPANY'S LINES OF ANY NIGHT LETTER WILL BE 30 CENTS.

NIGHT LETTERS MAY, AT THE OPTION OF THE COMPANY, BE MAILED AT DESTINATION TO THE ADDRESSEES, AND THE COMPANY SHALL BE DEEMED TO HAVE DISCHARGED ITS OBLIGATION IN SUCH CASES WITH RESPECT TO DELIVERY BY MAILING SUCH NIGHT LETTERS AT DESTINATION, POSTAGE PREPAID.

CD 2X

CANADIAN PACIFIC TELEGRAPHS

World Wide Communications

CLASS OF SERVICE DESIRED	
Full Rate	
Day Letter	
Night Message	
Night Letter	

PLACE X OPPOSITE SERVICE DESIRED

W. D. NEIL, GENERAL MANAGER, MONTREAL

ACCOUNTING REFERENCE	CHECK	TIME FILED

Send the following message, subject to the conditions on the back thereof, which are hereby agreed to.

(Attached to 716 - 5)

CRA 79 7

PICTURE BUTTE ALTA 19 1020 A 1942 AUG 19 AM 9 40

CUSTODIAN OF ENEMY PROPERTY

501 ROYAL BANK BLDG VANCOUVER

WILL SELL BOAT IF PAY IN CASH

~~SHIYEO~~ NISHI
"Shigeo Nishi"
"Reg. #12149"

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

C. McGlughan

Nov. 18, 1948

D. L. HOWARD, Assistant General Manager, Montreal, Que.

P. G. McLEAN, General Superintendent, Montreal, Que.
R. R. BACON, Superintendent, Sudbury, Ont.
L. A. RAYMOND, Superintendent, Toronto, Ont.
W. S. EMERY, Superintendent, Montreal, Que.
D. LESLIE, Superintendent, Saint John, N.B.

G. H. PESCUD, General Superintendent, Winnipeg, Man.
L. B. HAMSON, Superintendent, Vancouver, B.C.
T. H. HOLMES, Superintendent, Calgary, Alta.
R. V. TOMBE, Superintendent, Moose Jaw, Sask.
B. ELSEY, Superintendent, Winnipeg, Man.

TERMS AND CONDITIONS UPON WHICH TELEGRAPH AND CABLE MESSAGES SHALL BE TRANSMITTED ARE PRESCRIBED BY ORDER No. 49274 DATED DECEMBER 5th, 1932, OF THE BOARD OF TRANSPORT COMMISSIONERS FOR CANADA, AND PUBLISHED IN THE CANADA GAZETTE.

It is agreed between the sender of the message, on the face of this form and this Company, that said Company shall not be liable for damages arising from failure to transmit or deliver, or for any error in the transmission or delivery of any unrepeated telegram, whether happening from negligence of its servants or otherwise, or for delays from interruptions in the working of its lines, for errors in cypher or obscure messages, or for errors from illegible writing, beyond the amount received for sending the same.

To guard against errors, the Company will repeat back any telegram for an extra payment of one-half the regular rate, and in that case the Company shall be liable for damages, suffered by the sender to an extent not exceeding $200, due to the negligence of the Company in the transmission or delivery of the telegram.

Correctness in the transmission and delivery of messages can be insured by contract in writing, stating agreed amount of risk, and payment of premium thereon at the following rates, in addition to the usual charge for repeated messages, viz.: one per cent. for any distance not exceeding 1,000 miles, and two per cent. for any greater distance.

This Company shall not be liable for the act or omission of any other Company, but will endeavor to forward the telegram by any other Telegraph Company necessary to reaching its destination, but only as the agent of the sender and without liability therefor. The Company shall not be responsible for messages until the same are presented and accepted at one of its transmitting offices; if a message is sent to such office by one of the Company's messengers he acts for that purpose as the sender's agent; if by telephone the person receiving the message acts therein as agent of the sender, being authorized to assent to these conditions for the sender. This Company shall not be liable in any case for damages, unless the same be claimed, in writing, within sixty days after receipt of the telegram for transmission.

No employee of the Company shall vary the foregoing.

CLASSES OF SERVICE

FULL RATE TELEGRAM

A full-rate expedited service.

NIGHT TELEGRAM

Accepted up to 2 a.m. at reduced rates, to be sent during the night and delivered on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays.

DAY LETTERS

A deferred day service at rates lower than the standard telegram rates as follows: One and one-half times the ten-word day telegram rate for the transmission of 50 words or less, and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Day letters may be forwarded by the Company as a deferred service, and the transmission and delivery of such Day Letters are, in all respects, subordinate to the priority of transmission and delivery of full-rate telegrams.

Day Letters may be delivered by the Company by telephoning the same to the addressees and such deliveries shall be a complete discharge of the obligation of the Company to deliver.

Day Letters are received subject to the express understanding and agreement that the Company does not undertake that a Day Letter shall be delivered on the day of its date absolutely and at all events; but that the Company's obligation in this respect is subject to the condition that there shall remain sufficient time for the transmission and delivery of such Day Letter on the day of its date during regular office hours, subject to the priority of the transmission of full-rate telegrams under the conditions named above.

NIGHT LETTERS

Accepted up to 2 a.m. for delivery on the morning of the next day after their date at places where the Company's offices are open on Sundays, and on the morning of the next ensuing business day at places where the Company's offices are not open on Sundays, at rates still lower than its standard night telegram rates as follows: The standard day rate for 10 words for the transmission of 50 words or less and one-fifth of the initial rate for such 50 words for each additional 10 words or less.

Night Letters may, at the option of the Company, be mailed at destination to the addressees, and the Company shall be deemed to have discharged its obligation in such cases with respect to delivery by mailing such Night-Letters at destination, postage prepaid.

716 - 6

EXHIBIT No.

DATE

FILED BY

Sept. 27/48

G. E. A. Rice

N. Karl,
Barons, Alta.,
September, 30/42.

Dear Sir:

I thank you for your letter couple of days ago and you asked me that "Trolling Equipments and gurdies and gurdies spools.

I put it Trolling Equipment at No. 7 house and No. 8 house. No. 7 house was belong it to me and No. 8 was Mr. I. Yoshida.

In my house I put it all kind of thing so I can't write it all and In No. 8 I. Yoshida house I put it there couple of boxes full of Trolling Equipment.

That you told me about that gurdies & gurdie spools I put it near to the house there was 8 spools gurdies 4 on each one. I hope one of the white man was looked after the gurdie but I don't know the name he lived just beside my friend house.

You should find all those thing in two place gurdie in Bamfield and trolling equipment in Port Albern.

Yours truly,

"Shigeo Nishi"

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

Nov. 19, 1948

N. C. McClaughran

EXHIBIT No. 716 - 7

DATE Sept. 27/48

FILED BY G.E. A. Rice

ANALYSIS OF REAL PROPERTY CLAIM

FILE NO. 4755

CLAIMANT: Shigeo NISHI, Registration No. 12149

CLAIM: Description of Property: House No. 7 situated at Port Albion
Type of Real Property: House 30' x 30', 4 rooms
Title or Interest: I am the sole owner of stated property

Fair Market Value of Real Property at date of sale:

(1) Land
(2) Buildings - $600.00

Amount of Loss Alledged to have been sustained: $600.00

ANALYSIS: Shigeo Nishi declared that he had no real property and stated that he lived with his parents at 155 Moncton Street in Steveston.

It was later reported that he occupied a house situated on the property of the Nootka Banfield Company at Port Albion.

The Assessed Value of this house was $50.00

Const. D. H. Howell, in charge Ucluelet Detachment, B. C. Police, reported March 23, 1942, that these houses were slum shanties situated on property of the Nootka-Banfield Company and according to the leases shown to him these houses reverted to the Company when they became vacant.

/AC

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

Nov. 19,1948

E. McCleughan