Name of Claimant NISHI, Taichiro Case 717

Custodian File 2863

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% thereof	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	
		1525.	152.50	76.25 12.50							241.25

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	
226.75	125.00	27.50	55.06%	163.50	90.02			127.52

TOTAL RECOMMENDATION	368.77

1540

CASE NO. 717.

JAPANESE PROPERTY CLAIMS COMMISSION.

Lethbridge, Alberta,
September 27th, 1948.

IN THE MATTER OF THE CLAIM OF
TAICHIRO NISHI.

PROCEEDINGS AT HEARING.

Original

CASE NO. 717.

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

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

10 Lethbridge, Alberta,

September 27th, 1948.

IN THE MATTER OF THE CLAIM OF

TAICHIRO NISHI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

G.E.A. RICE, Esq., K.C., appearing for the DominionGovernment.

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. 717, Taichiro Nishi.

TAICHIRO 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". You are familiar with the contents of this document, the same having been prepared from your own material and under your directions?

A Yes.

Q That is your signature at the end of this document?

A Yes.

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

A Yes.

Q That contains a short summary of the evidence in support of your claim? A: Yes.

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

(SUMMARY MARKED EXHIBIT NO. 1).

MR. RUSSELL: Mr. Nishi, in your summary of evidence you show, on page 4, the rental value of this land as being $1100.00 per year?

A Yes.

Q Did you rent that land for ten months to Mr. Pankratz? A: Yes.

Q What rental did you get from Mr. Pankratz for the ten months? A: $1100.00.

Q Is that the rental you got from Mr. Pankratz for ten months? A: Yes, $1100.00.

MR. RICE: We will have to boost that rental for you if he got $1100.00 from Mr. Pankratz for ten months.

THE SUB-COMMISSIONER: I wonder if that is the rental value or the sale of the crop.

MR. RUSSELL: The rental value is $1100.00 a year.

THE SUB-COMMISSIONER: Pardon?

MR. RUSSELL: The rental value is $1100.00 a year.

THE SUB-COMMISSIONER: But he said that he rented it for ten months. I have found many of these claimants talking about renting a place when they are really talking about selling the crop that was on the place at the time. I wonder if he sold the crop for $1100.00, or did he actually rent it for $1100.00.

MR. RUSSELL: Q: Mr. Nishi, was this $1100.00 actual rent or was it for the sale of the crop?

A It included the sale of the crop.

Q It included the sale of the crop?

A Yes.

MR. RUSSELL: Your Honour, I might point out that in the proof of claim a claim was made, I believe, for a truck; that has been abandoned by the claimant.

THE SUB-COMMISSIONER: I see.

MR. RUSSELL; That is all, sir.

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

I am submitting that the chattels were for their fair market value. I am submitting that any chattels for which the Custodian may be held responsible that the claim made to the same by the

claimant is exorbitant.

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

(ANALYSIS MARKED EXHIBIT NO. 2).

MR. RICE: I submit a wild land assessment notice for 1943 made by the Government of the Province of British Columbia, New Westminster Assessment District, showing the taxable value of this property as $500.00.

10 (STATEMENT MARKED EXHIBIT NO. 3).

MR. RICE: I submit, your Honour, two appraisals made by William H. Ansell, one dated April 25th, 1944, wherein he valued the property at $1825.00, and a buyer could not be obtained at that price, and another appraisal was made by Mr. Ansell on June 8th, 1944, at which time the valuation was cut down to $1525.00. I tender both of these appraisals as one exhibit.

(APPRAISALS MARKED EXHIBIT NO. 4).

20 MR. RICE: I submit as an exhibit, your Honour, a summary respecting the real estate to which is attached a sketch showing the inaccessibility of this land. There is no roadway to this land except across two other private properties, which has cut down its sale value.

(DOCUMENTS MARKED EXHIBIT NO. 5).

MR. RICE: It is clear on the record that the claim for the truck is abandoned?

MR. RUSSELL: Yes.

30

CROSS EXAMINATION BY MR. RICE:

Q You left your power sprayer with Mr. J. B. Shimek of the Pacific Co-operative Union, did you not?

A Yes.

Q And you wrote to the Custodian about this power sprayer that you had left there on April 17th, 1946? A: Yes.

Q That is your letter? A: Yes, that is a letter I had written for me.

10 MR. RICE: This is a letter dated at Iron Springs, Alberta, April 17th, 1946, addressed to the Custodian, signed by the claimant, or for the claimant,

> "We would like to get our compressed air sprayer and the table scale we had left at our home in Mission City sent out to us. We would also like to get our power sprayer we had left incare of the late Mr. J. B. Shimek of the Pacific Co-operative Union sent out to us too."

20 (LETTER MARKED EXHIBIT NO. 6).

MR. RICE: I may say, your Honour, that the Custodian immediately wrote the Pacific Co-operative Union and received a reply stating that they had contacted Mr. Frank Shimek, a son of the late J.B. Shimek, who informed them that he had no knowledge whatever of the power sprayer.

Q I show you a J.P. form dated the 8th of April, 1942 (indicating); does that document bear your signature? A: Yes.

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

(J.P. FORM MARKED AS EXHIBIT NO. 7).

MR. RICE: I tender a real property summary, your Honour, respecting the land and the sale.

(SUMMARY MARKED EXHIBIT NO. 8).

MR. RICE: Q: How much did you pay for this property when you bought it?

THE SUB-COMMISSIONER: You are referring to the real estate now?

MR. RICE: I am referring to the farm or real estate.

10 A $1250.00.

Q My information is that you bought it on the 13th of November, 1935, for $850.00? A: That is not so.

Q That is not so? A: No.

Q Have you got the agreement, or a copy of the agreement by which you bought the place?

A The title I had here somewhere.

MR. RUSSELL: I have got both the agreement and the title. The agreement says $850.00.

MR. RICE: Q: I show you an agreement taken from your

20 own file, or the file of your counsel, showing that you agreed to buy this land on the 13th of November, 1935, from Kayyoe Kamimura, of Mission City, for $850.00 (indicating); will you just look at that document? A: It is very funny.

Q It is your own agreement?

THE SUB-COMMISSIONER: Pardon?

A It is very strange.

MR. RICE: Q: What is strange about it? It is your own agreement, produced from your own file. If

30 there is anything funny about it, you are the one

that is making it funny, saying it cost you $1250.00.

A I paid $1250.00.

THE SUB-COMMISSIONER: Is there interest included in that $1250.00?

MR. RICE: I don't know, your Honour. All I had was a memorandum that he bought it for $850.00.

THE SUB-COMMISSIONER: Yes, I know, but he might be thinking of the purchase price plus interest, and that would come to $1250.00.

MR. RICE: Q: Did you buy chattels with this farm, tools or anything? A: No, just land.

Q Just land? A: Yes.

Q All right. This document, apparently, is not signed by you, but that is the agreement that Kamimura gave you when you bought it first? A: No, I didn't receive a contract with $850.00 in it.

Q That is produced from your own file. Where did you get it? Is that your document? Did you not give that to your counsel? A: Yes, I think so.

Q That is your document that you gave to your lawyers, is it? A: Yes, I think it must be, but the $850.00 must be wrong.

Q It must be wrong? A: Yes.

MR. RICE: I am going to ask my learned friend's leave to file this as an exhibit. It is an agreement for sale, your Honour, signed by the vendor, Kayyoe Kamimura, dated the 13th day of November, 1935, wherein Kamimura is the grantor of the one part and Taichi Nishi, the claimant herein, is the

grantee of the other part. The consideration therein is $850.00, and the land is the same land that the claimant is claiming.

THE SUB-COMMISSIONER: 13th November, 1935?

MR. RICE: 1935.

THE SUB-COMMISSIONER: When did he go on this land, that winter?

Q When did he go on the land? A: In 1931.

Q In 1931? A: Yes.

10 Q He has got in his summary of evidence 1929.

MR. RICE: I was referring to that document as an agreement, it is a document that is called a "Deed of Land" conveyance.

(DEED MARKED EXHIBIT NO. 9).

MR. RICE: Q: When you leased this property to Pankratz, he paid you $500.00 rent, did he not?

A Yes.

Q And that was for a ten month period?

A Yes.

20 Q And you also leased to Pankratz with your land your livestock and your farming implements?

A Yes.

Q And there was a provision in the lease that Pankratz was to have the place for the year 1943 for $150.00?

A No.

Q Was he to have the property in 1943?

A No, it was just for the year that I was evacuated.

Q Now, when you originally filed your claim to this property, or for your loss, at least, on the 13th

30 of November, 1947, you valued the land at $5820.00

and the improvements $950.00, or a total of $6770.00? A: There was some cleared land. There were twelve acres of cleared land.

Q That is not answering my question. I asked you when you filed your claim in 1947, in November, if you didn't swear that the value of your property at that time was worth $6770.00?

A Yes, I think I must have valued it at those figures.

10 Q And today you are valuing the same land $8175.00?

A Yes.

Q Why did you raise the price of your land $1400.00 in the last seven or eight months?

MR. RUSSELL: Your Honour, I think it is fairly clear that he has itemized how he has arrived at his present figures in the summary of evidence.

THE SUB-COMMISSIONER: Of course, Mr. Russell, he has got the cost of this land and improvements at $8300.00, and then he reduces it to $8175.00, but that still

20 leaves a difference of over $1400.00 between November of last year and today's date.

MR. RICE: His sights seem to be a little high in the light of things, your Honour.

THE SUB-COMMISSIONER: You know, when you put values like that on property, it does not help the claimant's position at all; immediately you begin to get the impression that the whole thing is padded.

MR. RUSSELL: Of course, these figures are prepared by the claimant; they are not our figures.

30 THE SUB-COMMISSIONER: I appreciate that, but at the same

time they were gone over with him by the interpreter, I presume, and he would know, or he should know, what he is doing. When these claims are prepared and there is no allowance for depreciation on the buildings or anything like that, instead of the claim being a help to the Commission, why, it is a hindrance. That is the situation.

MR. RICE: Q: Have you a list of the chattels that you turned over to Mr. Pankratz, your tenant?

10 A No, I haven't.

Q I show you a list that Mr. Pankratz says that you turned over to him (indicating). Will you read that and ask him if that would be a proper list. This is what Pankratz says that the claimant turned over to Pankratz. A: Yes.

Q That list is correct that Mr. Pankratz has submitted of the articles that you turned over to him?

A Yes.

MR. RICE: I tender this list, your Honour, along with

20 a letter attached to it by Pankratz showing that those were the goods which the claimant turned over to him and which the claimant says is correct.

(DOCUMENTS MARKED EXHIBIT NO. 101.

MR. RICE: I also tender as an exhibit, your Honour, an appraisal made by Lawrence's or by it looks like G. Q. Lawrence who runs a new and secondhand furniture, household furniture store, at Mission, British Columbia, an appraisal made on October 24th, 1944, goods the property of the claimant made for

30 the Custodian.

(APPRAISAL MARKED EXHIBIT NO. 11).

MR. RICE: Referring to your personal property claim, Mr. Nishi, I notice you have advanced the price of your dog since you filed your claim from $5.00, which you then swore the dog was worth, and today the same dog you value at $10.00. Any special reason for that? A: Does it appear as $10.00 in there?

Q That is what you have swornto? Perhaps you didn't pay any attention to it when you swore to this list?

A That is very strange.

Q All right. Well, you bought a horse plow in 1934 for $10.00 and today you say it is still worth $10.00 after using it eight years before you were evacuated? A: Although I had had it a long time it had only been used very little.

Q Well, your horse harness that cost you $25.00 in 1934, after using it eight years you say it only depreciates $5.00 and you value it at $20.00?

A Yes, I figure it depreciated $5.00.

Q And no more? A: No.

Q What are you trying to do, reach out for all you can on your claim? A: No, I just would be satisfied with the proper ordinary amount. Just the ordinary amount would be satisfactory.

Q Well, what are these figures that you have sworn to as the fair value? A; In connection with the land?

Q In connection with the chattels?

A I am afraid he doesn't understand the question, my

Lord. They weren't very much used and they were in good condition.

Q You bought a heater for $5.00 in 1939 and you used it three years and you turned it over to a tenant and you swear that at the time that you were evacuated it was worth $4.00, with depreciation of only $1.00 for using it three years; you say that is a fair value, do you? A: It wasn't damaged at all.

10 Q It wasn't damaged? A: No.

Q All right.

THE SUB-COMMISSIONER: Anything else, Mr. Russell?

MR. RUSSELL: I would just like to try and clear up the matter of this land. I don't understand it. Possibly the claimant can give us some information.

RE DIRECT EXAMINATION BY MR. RUSSELL:

Q Mr. Nishi, counsel for the Crown has shown you a lease...

20 MR. RICE: ...No, it is a deed. I called it a lease but it is a deed.

MR. RUSSELL: Q: Or a deed which was presumably brought to our office by you and it shows that you purchased this land in 1935 for $850.00. Now, in your summary of evidence you say you purchased this land on December 12th, 1929, for $1250.00. Now, can you give me any explanation of that? When did you first start negotiating for the purchase of this land? When did you first start negotiating for the purchase

30 of this land?

MR. RUSSELL: I wonder, your Honour, if you would grant us a ten minute adjournment at this time. Apparently the son assisted the father in the preparation of this claim and he is convinced that the amount was $1250.00.

THE SUB-COMMISSIONER: Yes, all right.

(Hearing adjourned and resumed after a ten minute adjournment).

MR. RUSSELL: Your Honour, in this particular case, the son actually assisted in the preparation of the claim.

THE SUB-COMMISSIONER: Yes.

MR. RUSSELL: And he states definitely that he had a document which showed that the purchase price of the land was $1250.00 and fixed it at 1929. I have never seen the document. It is not in our file. And I would ask an adjournment until these people have a chance to go through their records at home and find the document at home wherever it may be. My suggestion would be to adjourn it sine die, and when it came up it would only take a matter of five or ten minutes to clean it up.

THE SUB-COMMISSIONER: Mr. Virtue or yourself can speak to the matter. You can contact Mr. Rice and put it on later on.

MR. RUSSELL: Yes.

MR. RICE: I would like, your Honour, first of all to put in the proof of claim as an exhibit.

Q I show you your proof of claim form which youswore to on the 13th of November, 1947 (indicating); is that your signature? A: Yes.

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

(PROOF OF CLAIM FORM MARKED EXHIBIT NO. 12).

MR. RUSSELL: That is all.

THE SUB/COMMISSIONER: Is there anything else, Mr. Rice?

MR. RICE: Nothing, your Honour.

THE SUB-COMMISSIONER: I understood the witness to say on cross-examination that he got $500.00 for the leasing of this land for a period of ten months. Now, does that include the livestock and farm
10 equipment as well?

A No, it wasn't including the livestock and the chattels.

Q Well, did you get any money as rent for the use of the chattels, livestock, et cetera?

A No, nothing apart from the $500.00.

Q Then the $500.00 covered the land and the chattels, is that right? A: No, the rent of the chattels is not included in the $500.00.

Q Well, didn't the lessee get the chattels for the ten months? A: Yes, I believe so.
20 I had come here.

Q All right. Now, the $500.00, did it include the sale of the crop as well? A: Yes, the crop was included.

Q That is fine. Had you something you were going to say, Mr. Russell?

MR. RUSSELL: I think possibly, your Honour, it would do the record some good if I were to put inthe lease. Actually from the lease, not onldy did the lessee have to pay $500.00, but he was under an obligation
30 to look after.

THE SUB-COMMISSIONER: Look after what?

MR. RUSSELL: After the machinery and the stock of the lessor.

THE SUB-COMMISSIONER: Oh, yes, I took that; but as far as I can see there is no place in it where he was granted the use of them. You had better take a look at it, if you wish.

MR. RICE: If my learned friend wants to put it in, it is all right. Of course, this claimant told my learned friend under direct examination that the place was leased for $1000.00, or was it $1100.00?

MR. RUSSELL: Well, that was my information from the file, and I think this $1100.00, as your Honour surmized, included the sale of crop, but the actual lease itself was for $500.00, and it put the lessee under the obligation of looking after the stock and so on.

THE SUB-COMMISSIONER: I wonder if we had better put it in, Mr. Rice.

MR. RICE: If my learned friend wants to put it in, it is up to him.

MR. RUSSELL: Yes, I would like to put it in.

(LEASE MARKED EXHIBIT NO. 13).

MR. RICE: Regardless of what the lease says, I say the stock and chattels were to be turned over to the tenant to be used and cared for.

THE SUB-COMMISSIONER: What is the date of that lease?

MR. RUSSEELL: The 12th day of April, 1942.

THE SUB-COMMISSIONER: That is all.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the within transcript correct.
"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.

October 4th, 1948.

Lethbridge, Alberta.

MR. VIRTUE: Your Honour, there was a case heard by His Honour Judge Edmanson on the 27th of September of Taichiro Nishi, and apparently at that time the claimant wished to produce an agreement for sale, but he did not have it with him, so that leave was given to him to come up again, and he is here now. It will only take about a minute, and if
10 he could be called now. He could be told that he is still under oath.

THE SUB-COMMISSIONER: What number is that case?

THE SECRETARY: Case No. 717, Taichiro Nishi.

TAICHIRO NISHI, the claimant herein, recalled already sworn, testified through the Interpreter as follows:

THE SECRETARY: You are still under oath? You were sworn the other day when you were here?

A Yes.

20 Q And you are still under oath, you understand that?

A Yes.

MR. VIRTUE: Mr. Nishi, I show you an agreement for sale dated the 12th of December, 1928, from Kamimura to you covering your land near Dewdney?

A Yes.

Q Is that Kamimura's signature and your signature?

A Yes.

Q And this is the agreement under which you bought the land that you are claiming for?

30 A Yes, I understand that.

T. Nishi,
Recalled.

Q You understand that? A: Yes.

MR. VIRTUE: I will offer that, your Honour, as an exhibit in that case.

(AGREEMENT MARKED EXHIBIT NO. 14)

MR. VIRTUE: You have no questions, Mr. Rice?

MR. RICE: No.

MR. VIRTUE: All right, thank you, that is all.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

10

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.

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2863

ACKNOWLEDGED
Case No. 717

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: NISHI, Taichiro.

   Registration No. 13038.

2. Claimant's address at the time of his evacuation from the protected area: R.R. No. 1, Mission City, B.C.

3. Claimant's present address: c/o Joseph Rakus, Iron Springs, Alberta.

4. Claim relating to real property:

   (a) Street address of real property: Stave Lake Road, Mission City, B.C.

   (b) Legal description of property:

   S.W.$\frac{1}{4}$ of Section 2, Township 18, Subdivision of Fr. Secs. 1, 2, and 12, Map 2872, Bd. 32, N.W.D.

104
Sub. from Leth

VIRTUE & RUSSELL, Barristers, Lethbridge.

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

Small fruit farm.

160 acres of land; 12 acres improved, 148 acres wild.

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

Title No. 114114 E

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

(I) Land— $ 5820.00

(II) Buildings— $ 950.00

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

$ 6770.00

5. Claims relating to personal property, etc.

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

On said farm located on Slave Lake Road, Mission City, 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:

(a) Furniture:and small implements - Stored in the dwelling-house under lock and key.

(b) Farm Implements - Stored in the packing shed.

(c) ½-ton truck was left at the Hastings Park Centre.

(d) Livestock were left on the farm.

3

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

Was leased at that time to A. Pankratz, R.R. #1,

Mission City, B.C.

(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:

1940 ½-ton truck	$1000.00	4 rakes	$ 4.00
1 power sprayer	125.00	3 cross-cut saws	9.00
1 single-horse plow	10.00	1 hand-saw	1.50
1 cultivator spring-tooth	18.00	1 sledge-hammer	1.50
1 spike harrow	8.00	3 double axes	4.50
1 hand sprayer	8.00	3 wedges	2.50
1 hand duster	15.00	6 forks	6.00
1 platform scale	10.00	2 logging chains	3.00
1 horse harness	20.00	1 shake knife	1.50
1 kitchen range	30.00	2 hammers	1.50
1 heater	4.00	50 strawberry stands	12.50
3 dining chairs	4.00	1 brush scythe	2.50
1 kitchen chair	1.00	2 peevees	4.00
2 kerosene lamps	1.00	1 pipe wrench	1.00
1 kerosene lantern	2.00	2 steel traps	1.50
1 hand cultivator	1.50	1 stone-boat	2.50
1 shovel	1.00	1 wheel-barrow	1.50
1 spade	.75		
2 manure forks	6.00	1 draft horse	85.00
4 hoes	2.00	1 watch dog	5.00
3 mattocks	3.00		
		TOTAL	$1420.75

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

Property	$1420.75
Received from the Custodian	700.00
Total Claim	720.75.

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.

.....
Witness to Signature of Claimant.

.....
Signature of Claimant.

VIRTUE & RUSSELL, Barristers, Lethbridge.

WITNESS TO CLAIMANT:

Mr. B. Barnett , R.R. No. 1, Mission City, B.C.

STATUTORY DECLARATION

I, Taichiro NISHI
(Full Name of Claimant)

of c/o J. Rakus, 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:

Received from the Custodian a cheque of $700.00

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.

T Nishi

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

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.

32I2-I05

March 9th I948

2863

A. Watson.
Secretary Japanese Commission
c/o Custodian
Royal Bank Building,
Vancouver, B.C.

Re. Taichiro Nishi.
Reg. No. I3038

Dear Sir.

Mr. Taichiro Nishi has requested that an amendment be made to his proof of claim dated Nov. I3th I947.

Amend paragraph (e) I & 2 which read

Land	$ 5820.00
Bldgs.	950.00
	$ 6770.00 be deleted and

the following figures be substituted therefore

Land	$ 7I00.00
Buildings	I075.00
	$ 8I75.00

Sub. from Lear
104

MAR 12 1948

Yours Truly,

Virtue & Russell

per

JAPANESE PROPERTY CLAIMS COMMISSION

Claim No. 80

SUMMARY OF EVIDENCE IN SUPPORT OF CLAIM

The Following are Particulars of the Claim:

1. Claimant's Name In Full: Nishi TAICHIRO

EXHIBIT No. 717-1
DATE Sept. 27/48
FILED BY W. S. Purnell

2. Registration Number: 13038

3. Present Address: ~~c/o Joseph Rakus, Iron Springs, Alberta~~.
Picture Butte, Alberta

4. Address Prior To Evacuation: R.R. No. 1, Mission City, 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)

South West Quarter of Section Two (2) Township, Eighteen (18) in the District of New Westminster.

(a) Nearest Post Office adjacent to land. **Mission, City B. C.**

(b) Number of acres: **160 acres**

(c) When purchased: **December 12, 1929**

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

Bushland
1 small four (4) roomed house 28' x 28'
1 big barn 28' x 40'

(e) Purchase Price ..... $ **1250.00**

6. IMPROVEMENTS:

(a)	Clearing 12 acres at $ 300.00 per acre		$ 3600.00	
(b)	Fencing		$	
(c)	Tillage Labour		$ 100.00	
(d)	Drainage (Labour $250; Materials $100.		$ 350.00	
(e)	Weed Eradication Labour		$ 300.00	
(f)	Planting Young plants	$500.00	$	
	Labour	300.00		
(g)	Poles	150.00	$	
	Wires, staples	200.00		
(h)	Fruit trees	150.00	$1300.00	
	Total		$5650.00	$ ~~5650.00~~
	Carried Forward		$	$ ~~5650.00~~ 6900.00

Brought forward $ 6900.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
			$	$	$
dwelling house	12 x 28	1936	500.00	150.00	650.00
Addition	12 x 30				
Pickers house	12 x 30	1938	325.00	75.00	400.00
Pickers house	12 x 20				
Packing house	12 x 12	1935	200.00	50.00	250.00
Packing house	12 x 14				
Bath house	8 x 8	1940	50.00	50.00	100.00

Total Cost of Buildings $ 1400.00 $ 1400.00

Total Cost of Land and All Improvements ..... $ 8300.00

Fair Market Value (Land $7,100 Bldgs. $1075.00) ..... $ 8175.00

Sold by Custodian for $1525.00 (Claimant received NIL $ NIL

Loss Claimed on Parcel 1 ..... $ ~~NIL~~ 8175.00

8. Assessment for 1942:

Land ..... $ 500.00

Improvements .... $ 600.00

Total ..... $ 1 100.00 (on south west quarter ~~fe~~ of section 2 Township 18 only.)

9. Appraisal or Valuation (by Custodian):

Lands	$ 1300.00
Improvements	$ 250.00
Total	$ 1525.00

10. Rental Value per Year: $ 1100.00

11. Fire Insurance on Buildings: NONE

(List amount on each building):

.....$

.....$

.....$

.....$

12. Documents in Support:

(a) Photographs:

(b) Deeds Certificate of Title # 114114 E

(c) Agreements to Purchase

(d) Leases Nishi to A. Pankratz

(e) Insurance Policies

(f) Correspondence Letter from Custodian advising sale price March 8, 1945.

(g) Assessment Notice.

(h)

PERSONAL PROPERTY:

ITEM	YEAR PURCHASED	PRICE PAID	VALUE	REMARKS
~~1940 ½ ton truck~~	~~1939~~	~~$ 930.00~~	~~$ 1000.00~~	
1 power sprayer	1940	125.00	125.00	
1 horse plow	1934	10.00	10.00	
1 cultivator	1934	22.00	18.00	
1 hand sprayer	1939	8.00	8.00	
1 hand duster	1939	15.00	15.00	
1 platform scale	1934	12.00	10.00	
1 horse harness	1934	25.00	20.00	
1 kitchen range	1939	35.00	30.00	
1 heater	1939	5.00	4.00	
3 dining chairs	1940	7.50	4.00	
1 kitchen chair			1.00	
2 kerosene lamps			1.00	
1 kerosene lantern			2.00	
1 hand cultivator			1.50	
1 shovel			1.00	
1 spade			.75	
2 manure forks	1938	8.00	6.00	
4 hoes			2.00	
3 mattocks			3.00	
4 rakes			4.00	
3 criss-cut saws	1934	15.00	9.00	
1 hand saw			1.50	
1 sledge hammer			1.50	
3 double axes			4.50	
3 wedges			2.50	
2 logging chains			3.00	
1 shake knife			1.50	
2 hammers			1.50	
50 strawberry stands			12.50	
1 brush scythe			2.50	
2 peevies			4.00	
1 pipe wrench			1.00	
2 steel traps			1.50	
1 stone-boat			2.50	
1 wheel barrow			1.50	
1 draft horse	1939	90.00	85.00	
1 watch dog	1934	5.00	10.00	
			~~$1411.75~~	
			$411.75	

(ADD ADDITIONAL PAGE IF NECESSARY)

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

PAYMENTS RECEIVED FROM CUSTODIAN ON PERSONAL PROPERTY

Item:	Year:	Month:	Amount.

Total: $ ~~700.00~~

Total Claim for Personal Property ..... $~~1411.75~~ 411.75

Deduct Payments from Custodian ..... $ ~~700.00~~ Nil

Net Loss on Personal Property ..... $ ~~711.75~~ 411.75.

I Certify the above to be True and Correct.

Chas. H. Vick

Witness

T Fisher

Signature of Claimant.

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 2863 EXHIBIT No.

NAME Taichiro NISHI REG. No. 13038

DATE	INVENTORY	DETAILS OF CLAIM		SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION Apr. 8/42	TAKEN BY J. Moryson						
EVACUATION May 1942	DATE July 20/42						
5 chairs		1 power sprayer	125 00				
2 tables		1 single horse plow	10 00		☆		
4 stoves		1 cultivator spring tooth	18 00		☆		
3 lamps		1 spike harrow	8 00		☆		
30 dishes		1 hand sprayer	8 00		☆		
1 Plow		1 hand duster	15 00		☆		
1 cultivator		1 platform scale	10 00		☆		
1 harrow		1 horse harness	20 00		☆		
1 harness		1 kitchen range	30 00		☆		
1 pitch fork		1 heater	4 00				
3 shovels		3 dining chairs	4 00				
5 hoes		1 kitchen chair	1 00		☆		
3 manure forks		2 kerosene lamps	1.00				
1 power sprayer		1 kerosene lantern	2 00				
1 hand spray		1 hand cultivator	1 50		☆		
23 books		1 shovel	1 00	T			
1 horse		1 spade	75	T			
12 chickens		2 manure forks	6 00		☆-1		
1 dog		4 hoes	2 00	T			
		3 mattocks	3 00	T			
		4 rakes	4 00	T			
		3 cross cut saws	9 00		☆-1		
		1 hand saw	1 50				
		1 sledge hammer	1 50				
		3 double axes	4 50				
		3 wedges	2 50				
		6 forks	6 00				
		2 logging chains	3 00				
		1 shake knife	1 50				
		3 hammers	1 50				
		50 strawberry stands	12 50				
		1 brush scythe	2 50	T			
		2 peaveys	4 00				
		1 pipe wrench	1 00				
		2 steel traps	1 50				
		1 stone boat	2 50				
		1 wheel barrow	1 50				
		1 draft horse	85 00		☆		
		1 watch dog	5 00				
			$420 75				

(Tools claimed $13.25)

Meg

No. 2863 EXHIBIT No. _____ CASE No. _____

No. 13038 VENUE Lethbridge

SALES ON	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	Lawrence's Appraisal	REMARKS
				125 00					First knowledge that this sprayer had not been taken with him on evacuation, came Apr. 17/46, when NISHI wrote stating that
	*							8 50	(it had been left with
	*							8 50	(J.B.Shimek, Manager of
	*							4 50	(the P.C.U. Mr. Shimek
	*							4 50	(had died and neither his
	*							9 50	(son nor the P.C.U. had
	*							14 50	(any knowledge of it.)
	*							2 00	
	*							5 00	
						4 00			
						4 00			
	*							2 00	* Goods marked with an asterisk were
				(1) 50		(1) 50			appraised Oct. 24/44 for $112.00 for
						2 00			a prospective purchaser of the prop-
	*							75	erty, but were not sold.
									These same chattels were moved
									to auction in late summer of 1946
	*-1							1 50	by J. Harkies, Auctioneer, Mission,
									and sold for $125.00. No money
									was collected as Harkies was killed
	*-1							75	in a motor accident just at the time,
									and Mr. Campbell, his lawyer advised
						1 50			us 14th Nov. 1946, that the Estate
						1 50			had no asseted.
						4 50			
						2 50			
						6 00			
				3 00					
						1 50			
				(1) 50		1 00			
						12 50			
				(1) 2 00		(1) 2 00			
						1 00			
				1 50					
				2 50					
				1 50					
*								45 00	
									Dog destroyed by tenant
								5 00	Assorted garden tools
				136 50		44 50		$112.00	

Claimant's Valuation

$ 5.00 (Dog) destroyed by tenant
136.50 no record
44.50 no account theft
234.75 sold at auction for $125.00, but not credited to claimant.

$420.75

EXHIBIT No. 717-2
DATE Sept 27/48
FILED BY G.R.A. Rice

EXHIBIT No. ____
DATE ____
FILED G. E. A. Rice

Sept. 27/48

PLEASE RETURN THIS NOTICE WITH YOUR REMITTANCE

Tx. 29 WILD LAND ASSESSMENT, 1943

WILD LAND "File 2863"

Owner's name and last-known address:
NISHI, Taichi,
c/o Official Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C.

Certificate of Vesting
#24645 - 25/9/42.

Folio Number
1042
E 114114 C. of T.
160 00 Acres
more or less

Take notice that you have been assessed as below:-
G. L. Peck, Prov. Assessor, New Westminster, B. C.

Date of Mailing Notice Jan.15/43

NEW WESTMINSTER	Assessment District
NEW WESTMINSTER	Land District

Description of Property:
TOWNSHIP 18.
SW¼ of Section 2.

	Total Assessed Value	Rate, 3%	
	$	$	¢
$500	500	15	00
Tax on Land upon which no School Tax is payable — Rate, 1/5 of 1%		1	20

SCHOOL TAXES — Library

SChool District	Amt. Requisitioned	Real Ppty.	Pers. Ppty.	Tot. Taxable Value	School Rate in Mills		
HATZIC PRAIRIE	$900	$500		$500	5.46	4	00 Min.
				Total Current Taxes - -		20	20

Due Date, April 1st, 1943 — Delinquent Date, June 30)43

	DELINQUENT TAXES						
	1939	1940	1941	1942	Interest must be added to Delinquent Taxes See overleaf for rates		
Land - - -			.70	15.00		15	70
Land, 1/5 of 1%							
School - -				5.05		5	05
	PAYMENTS				Total of all Taxes Due - (Exclusive of Interest)	40	95

	1939	1940	1941	1942	Current
Land - - -					
Land, 1/5 of 1%					
School - -					
Interest - -					
Total - -					
Receipt No. -					
Date Paid -					

MAKE ALL REMITTANCES PAYABLE AT PAR TO
PROVINCIAL COLLECTOR AT ABOVE ADDRESS

DO NOT SEPARATE THESE FORMS.
PLEASE RETURN BOTH WITH YOUR REMITTANCE.
ORIGINAL WILL THEN BE RETURNED DULY RECEIPTED.

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

Nov. 19, 1948

C. McGlughan

717 - 4

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

R. R. 1 Whonock, B. C.,
June 8th/44.

Rec'd June 10 1944
File No. 2863
Ans.
Referred

Dept. Sec. of State

Mr. F. G. Shears

Dear Sir

I have again examined No. 567 Stave Lake Rd. in Dewdney and believe the road to this property must be for the most part on private property. I was doubtful as I said in my valuation of the road being on a road allowance, but those contacted then were inclined to believe it was. I thing under the circumstances value might be reduced $300.00 or valued at $1525.00

House	$ 75.00
Out Buildings	50.00
Land	1300.00
Berries	100.00
Total	$1525.00

"Wm. H. Ansell"
Appraiser

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

Nov. 19, 1948

R. C. McGlaughan

567

Attached to 717 - 4

"2863"

R. R. #1., Whonock, B. C.
April 25, 1944.

Dept. of Secretary of State.

Dear Sirs:

Please find below Appraisal Value of the following Property.

DEWDNEY

No. 567 - Stave Lake Road -- S. W. $\frac{1}{4}$ of 2 T.P. 18

This property is situated on a logging road about $\frac{1}{2}$ miles from Stave Lake Road and approximately one mile from Hatzic Prairie.

This property is in a very poor location, there being a very bad road part of the way, and it is doubtful if the road is on a road allowance. The land where cleared and in crop is very good and the crop is very good and the crop of cane berries look very good. House and out buildings are poor.

House valued at	$ 75.00
Out buildings	50.00
Land $10 per acre is 160 acres	1600.00
Berries	100.00
Total	$1825.00

One acre raspberries, one acre boinsonberries, and one half acre of blackberries.

"Wm. H. Ansell"
Appraiser

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. McClaughan

717 - 5

EXHIBIT No.

DATE Sept. 27/48

FILED BY G. E. A. Rice

File No. 2863

SUMMARY RELATIVE TO CLAIM OF
Taichiro NISHII-Regn. No. 13038

21st May, 1948.

REAL PROPERTY: SW¼, Sec. 2, Tp. 18, Municipality of Mission, D. N. W.

Sold by tender to G. Pommen for $1525 as at 30th November, 1944.

A farm of 160 acres, 10 of which were cleared and 150 acres in wild land, having thereon 1 dwelling of four rooms, 1 barn, 1 woodshed, 2 pickers' Houses and 2 packing sheds.

Appraised by W. H. Ansell on the 25th April, 1944, at $1825.00. In view of the lack of a public road to the property revised his appraisal downward by $300.00 on 30th October, 1944.

The following bids were received:-

April 24/44	$ 500.00
Sept 26/44	1000.00
Oct. 16)44	1250.00
Oct. 30/44	1525.00

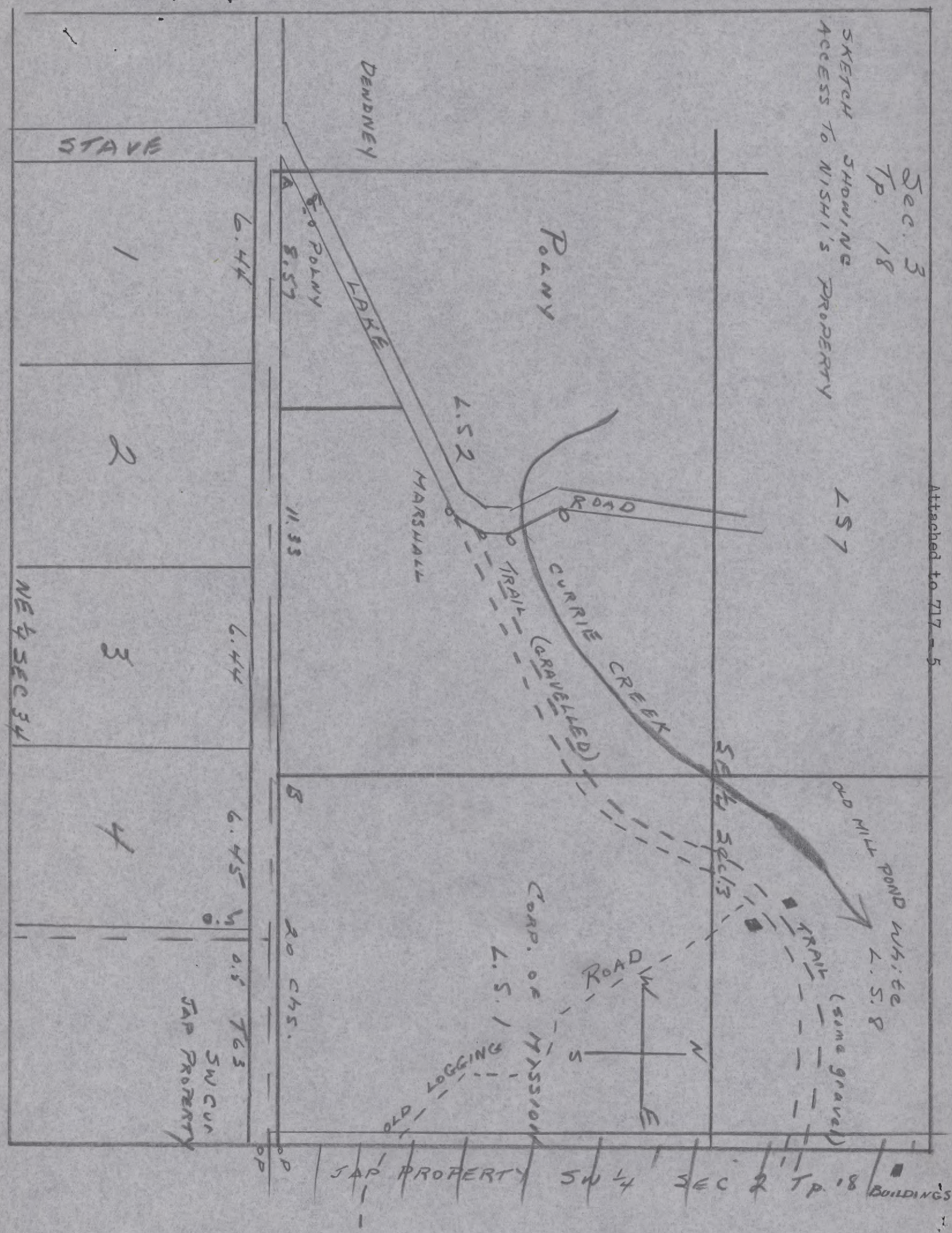
	Assessed Value	Appraisal Oct.30/44	Purchase Price	Claimant's Valuation
Land:	$ 500.00	$1300.00		$7100.00
Improvements:	600.00	225.00		1075.00
	$1100.00	$1525.00	$1525.00	$8175.00
		Less sale price		1525.00
		Amount of Real Property Claim		$6650.00

In his claim NISHI states that 12 acres were improved, while in his JP Form of 8th April, 1942, he stated 10 acres were cleared.

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

Nov. 19, 1948

C. McGlughan



Attached to 717 - 5

I hereby certify that the foregoing sketch is a true copy of the original whereof it purports to be a copy.

Nov. 23, 1948

L. McLaughlan

EVACUATION SECTION
Rec'd apl 24 1946
File No. 2863
Ans.
Referred anderson

717 - 6

EXHIBIT NO.
DATE
FILED BY

Sept. 27/48

G. E. A. Rice

Iron Springs. Alta.,
April 17/46.

The Custodian's Office,
Department of the Secretary of State of Canada,
Vancouver, B. C.

Dear Sir:

We would like to get our compressed air sprayer and the table scale we had left at our home in Mission City sent out to us. We would also like to get our power sprayer we had left in care of the late Mr. J. B. Shimek of the Pacific Cop-operative Union set out to us, too.

Yours truly,

"T. Nishi"

"Write PCU
re power sprayer"

Registration No.13038

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

Nov. 19, 1948

C. McClughan

FORM "JP"

Mission, B. C.

FILE No. "2863"

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. 717 - 7

DATE Sept. 27/48

FILED BY G. E. A. Rice

NAME: NISHI Taichiro

HOME ADDRESS: R. R. No. 1, Mission City, B. C.

REGISTRATION NUMBER 13038 SEX: Male AGE: 59

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: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Eda "2551"

ADDRESS OF WIFE OR HUSBAND: R. R. No. 1, Mission City, B. C.

NAMES OF ANY LIVING CHILDREN: Aniki (M) Tsugehideo (M) Sahuro (M)

ADDRESS OF CHILDREN: Aniki (M) R. R. No. 1, Mission City, B. C.

AGE OF CHILDREN: 25, 23, 15.

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

1. LOCATION AND DESCRIPTION: S. W. ¼ of Section 2, Township ~~of~~ 18, No. 114114E District of New Westminster.

2. BUILDINGS AND OTHER IMPROVEMENTS: 1 Dwelling house, 4 rooms, 1 Barn, 1 Wood-shed, 2 Pickers Houses, 2 Packing Houses.

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

4. TAXES (Amount and where payable) Taxes $20.75 payable to New Westminster.

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

6. OCCUPANCY AND LEASES (If vacant so state) Vacant

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: ~~In owner's possession~~ Bank of Mission City

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

9. IF FARM LAND STATE CROPS SOWN Strawberries, Hops, Potatoes, Fruit 30 Trees, Asparagus, Raspberries, Blackberries, Logan and Bramble Berries, and Boysenberries.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: S. W. ¼ of Sec. 2, Township 18, 10 Acres Cleared and rest is wild (150)

2. LANDLORD'S NAME AND ADDRESS: Taichiro Nishi R. R. No. 1, Mission City, B. C.

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: As above

STATEMENT OF PERSONAL PROPERTY OWNED:

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

5 Chairs, 2 Tables, 4 Stoves, 3 Lamps, 30 Dishes, 1 Plough, 1 Cultivator, 1 Harrow, 1 Harness, 1 Pitch Fork, 3 Shovels, 5 Hoes, 3 Manure Forks, 1 Power Sprayer, 1 Hand sprayer, 23 books. Will leave all things in the house and give the key to the local policeman.

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

1 Horse, 12 Chickens, 1 Dog, May sell these animals.

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

FORM "JP

4. INSURANCE CARRI

5. MORTGAGES, LIEN

OTHERS:

6. MONEYS OWING TO

7. BONDS, DEBENTUR

$50.00 War

possession.

8. BANK ACCOUNTS:

9. LIFE INSURANCE:

10. INTEREST IN ANY

11. SAFETY DEPOSIT

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

REMARKS:

I, the undersigned, he tected area as set out abo tures, bonds or other secur

I certify that the abo every description in any p and indirect.

Dated this 8th

"F. T. Williams"

Witnes

FOR DEPARTMENTAL

Bank of Mission City

s, Fruit 30 Trees,

and Boysenberries.

. 1, Mission City, B. C.

URE, FIXTURES,
NAL EFFECTS:

ltivator, 1 Harrow,

wer Sprayer, 1 Hand

the key to the

INTEREST IN, OR

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) $50.00 War Savings Certificates, $50.00 Victory Bond. In declarants possession. Shares as per list attached.

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

REMARKS: 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 8th day of April 1942

(Signature) "T. Nishie"

"F. T. Williams"
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. 19, 1948

E. McLaughlan

717 - 8

EXHIBIT No.

DATE Sept. 27/48

FILED BY G. E. A. Rice

REAL PROPERTY SUMMARY

File 2863.

JAPANESE NAME: Taichiro Nishi - - Reg. No. 13038

CATALOGUE NO. : No. 567. By sale by agent.

PROPERTY ADDRESS: District of Dewdney, No. Road. Near Stave Lake Road

LEGAL DESCRIPTION: The S. W. $\frac{1}{4}$ of Sec. 2, Twp. 18, New Westminster Assessment District, D. N. W.

TITLE: In name of Taichi NISHI.

ENCUMBRANCE: Vesting in Custodian 24645, 25th September 1942.

ASSESSED VALUE: 1944
Land $500.00
Improvements $600.00 Total $1100.00 Municipal Taxes $20.00
Dyking Tax $4.41 Total $24.41.

CLASSIFICATION: Berry farm of 160 acres with dwelling. No inspection report on file. The buildings on the place as declared by owner were a 4 room dwelling, barn, woodshed, 2 picker houses and 2 packing houses. The lease dated 12th April 1942 cites the land in crop as 1 acre raspberries, 3 acres strawberries, 1 acre blackberries, 1 acre boysenberries, 1 acre loganberries.

2. This property has no access by public road. It is in the unorganized District of Dewdney and the original land surveys were made by the Federal government, and no provision was made for road allowances. The parcel was bought prior to the taking over of Crown lands by the Province and the Province arranges for access only to lands sold by it. As the parcel lies immediately outside the Municipality of Mission and as the adjoining lands within the Municipality have road access the Municipality is under no obligation to provide access to the land.

3. Out of this situation arose a very extensive correspondence, the object of which was to ascertain (1) on whom rested the obligation to provide the access, and (2) an estimate of the cost of the road construction. In brief the result of this correspondence was that the Municipality refuses to undertake construction unless at the expense of an applicant, and the Provincial Lands Department denied any obligation. The Provincial Public Works Department estimated the probable cost of the road extension at $1500.00.

Finally, and with this lack of access considered particularly the valuation of $1825.00 made on behalf of the Custodian was reviewed and reduced to $1525.00. An offer of this amount was received and accepted, the purchaser "accepting full responsibility for getting the road into the property."

HISTORY OF ADMINISTRATION: The property was leased by the owner to A. Pankratz as from 1st April 1942 for a term of 10 months for $500.00 which rental was paid to the owner.

This lease was extended by the Custodian to the 31st December 1943 at a rental of $150.00, and was further extended on 1st March, 1944 as from 1st January to 31st December 1944 at a rental of $100.00. The rentals of $150.00 and $100.00 were duly paid to the Custodian.

Property carried no insurance.

SOLD: To Gottlib Pommen for $1525.00 cash as of 30th November 1944.
Approval by Advisory Committee 20th November, 1944.

FUNDS: Released to the credit of Taichiro NISHI - Sale price $1525.00 plus receipt for sale of hops $2.31 plus rentals of 1943 and 1944 $250.00, total $1777.31; less debits of Certificate of Encumbrance $1.00, taxes $120.68, valuation fee $15.00, advertising $4.00, registration fee $9.29 and commission $76.25, total debits $226.22. Net amount released $1551.09.

TITLE: Delivered to Gottlib Pommen on 20th February, 1945.

ENQUIRY: Mr. Tom Reid M.P. enquired on May 18th 1945 on behalf of a constituent as to the propriety of selling this parcel to a German. Mr. Shears replied on the 21st defending the transaction as within the Defence of Canada Regulations.

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

DATED 14th November, 1945.

"Ian Macpherson"

IM:ML

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

Nov. 19, 1948

C. McGlughan

717 - 9

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

THIS INDENTURE, made the Thirteenth

day of November

in theyear of Our Lord one thousand nine hundred and thirty-five in pursuance of the "Short Form of Deeds Act,"

BETWEEN

KAYYOE KAMIMURA of Mission City in the Province of British Columbia, Millman,

(hereinafter called "the said Grantor") of the one part

AND

TAICHI NISHI of the above named place, Farmer,

(hereinafter called "the said Grantee") of the other part

WITNESSETH, that in consideration of the sum of .....EIGHT HUNDRED AND FIFTY ... . Dollars ($ 850.00) of lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged), the said Grantor DOTH GRANT unto the said Grantee, his heirs and assigns FOREVER:

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster and Province of British Columbia and more particularly known and described as the South West Quarter of Section Two (2) Township Eighteen (18), Subdivision of Fr. Secs. 1, 2 and 12, Map 2872, Bd. 32, containing 160 acres, more or less.

TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements, and appurtenances to the said hereditaments belonging, or with the same or any part thereof, held or enjoyed, or appurtenant thereto; and the estate, rights, title interest, property, claim and demand of him the said Grantor, in, to, or upon the said premises.

TO HAVE AND TO HOLD unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever:

SUBJECT NEVERTHELESS to the reservations, limitations, provisoes, and conditions expressed in the original grant thereof from the Crown.

THE said Grantor covenants with the said Grantee that he has the right to convey the said lands to the said Grantee notwithstanding any act of the said Grantor and the said Grantee shall have quiet possession of the said lands, free from all encumbrances.

AND the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.
AND the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.
AND the said Grantor RELEASES to the said Grantee ALL HIS CLAIMS upon the said lands.
AND it is further agreed that the words in this indenture which import the singular number shall be read and construed as applied to each and every Grantor or Grantee, male or female, and to his or her heirs, executors, administrators and assigns, and in the case of a corporation, to such corporation and its successors and assigns, and that in case of more than one Grantor the said covenants, provisoes, conditions and agreements shall be construed and held to be several as well as joint.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals.

SIGNED, SEALED AND DELIVERED	)	
	)	
in the presence of	)	"X" "KAYYOE KAMIMURA"
	)	
"Ernest S. Catherwood	)	

AFFIDAVIT FOR WITNESS

To Wit:

I, Ernest S. Catherwood, of the of Mission City, in the Province of British Columbia, make oath and say:-

1. I was personally present and did see the within instrument duly signed and executed by Kayyoe Kamimura the party thereto, for the purpose named therein.

2. The said instrument was executed at Mission City

3. I know the said party, and that he is of the full age of twanty-one years.

4. I am the subsdribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City)
in the Province of British Columbia,) "Ernest S. Catherwood"
this 13th day of November, 1935)
.....
A Notary Public in and for the Province
of British Columbia.
A Commissioner for taking affidavits
within British Columbia.

FOR MAKER OF A DEED

I HEREBY CERTIFY that on the.....day of....., 19....., at....., in the.....of..... (whose identity has been proved by the evidence on oath of..... whosis) personally known to me, appeared before me and acknowledged to me that.... ..... the person.....mentioned in the annexed instrument as the maker..... thereof, and whose name.....subscribed thereto as part....., that..... knows the contents thereof, and that.....executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereto set my hand and Seal of Office at....., this.....day of ....., in the year of our Lord one thousand nine hundred and.....

.....
A Notary Public in and for the Province
of British Columbia.
A Commissioner for taking affidavits
within British Columbia.

Note: Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

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

Nov. 19, 1948

C. McGaughan

Dated.....NOVEMBER 13th....1935

FROM

KAYYOE KAMIMURA

TO

TAICHI NISHI

DEED OF LAND
(CONVEYANCE)

DESCRIPTION

S. W. $\frac{1}{4}$ of Sec. 2 Tp. 18

Sub. of Fr. Secs. 1, 2 & 12

Map 2872, Bd. 32, N. W. D.

RECEIVED
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

717 - 10

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

"5863"

"Richardson"

Mission, B. C.,
August 10, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
Aug 14/1942

To the Custodians Office,
Department of the Secretary of State,
of Canada. Vancouver, B. C.

Dear Sirs:

Enclosed you wil find a list of the live stock and farm implements that has been left by Taichiro Nishi on his farm and for which I take responsibility in safekeeping them till my lease expires.

Yours truly,

"A. Pankratz"

R. R. 1 Mission, B. C.

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

Nov. 19, 1948

C. McClaughan

Attached to 717 - 10

LIST OF LIVESTOCK AND IMPLEMENTS

1 horse and harness
1 plow
1 cultivator
1 harrow
1 hand cultivator
1 shovel
1 spade
2 manure forks
4 hoes
3 madocks
4 rakes
3 cross-cut saws
1 handsaw
1 sledge hammer
3 axes
3 wedges
6 hooks
1 shake knife
1 sprayer
2 hammers
1 duster
1 cook stove
1 heater
50 strawberry stands
1 brush scythe
1 peevee
1 pipe wrench
1 wood rasp.

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

Nov. 19, 1948

C. McClaughan

717 - 11

EXHIBIT No.

DATE Sept. 27/48

FILED BY

G. E. A. Rice

LAWRENCE'S

P. O. Box 316,
Phone 93, Night 3813
Mission City, B. C.,

October 24, 1944.

Under instructions from the Department of the Custodian, I Have appraised the following goods of T. Nishi, Stave Lake Rd., Mission City, B. C., as shown below:

1 Horse Single Plow	$ 8.50
1 Range	5.00
1 Section Drag Harrow	4.50
1 Hand Cultivator	.75
1 Horse Collar, Bridle, etc.	2.00
1 Horse, app. 11 yrs. old	45.00
1 Set 240-lb. scales	14.50
1 5 - Gal. Hand Sprayers	4.50
1 Large Fork	1.50
1 Duster	9.50
1 Cross Cut Saw	.75
1 Cultivator Srping Tooth	8.50
2 Kitchen Chairs	2.00
Assorted Garden Tools	5.00
	$112.00

Certified a just and fair appraisal as made by me this 24th day of October, 1944.

Signed: "A. N. Lawrence"
Appraiser

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

Nov. 19, 1948

C. McGlaughan

Attached to 717 - 11

Phone 93 - 3813 Night

LAWRENCE'S AUCTIONEERS

Mission City, B. C. October 24, 1944.

SOLD TO

M The Department of the Custodian,

675 W. Hastings St., Vancouver, B. C.

Agents For
McCormick-Deering, DeLaval, Easy Washers, Singer Supplies, Royal City Laundry, Gurney, McClary and Duro-Therm Oil Ranges

Dealers in
New and Second Hand Farm Marchinery, Household Furniture, Daily Supplies, Explosives

Terms Net Cash, Interest on Overdue Accounts, Budget Plan may be arranged.

Oct. 24	To appraisal of T. Nishi goods Commission 10% of $112.00	$ 11 20

We Buy, Sell and Trade

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

Nov. 19, 1948

C. McLaughlan

717 - 12
717 - 12

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

NOV. 27, 1947

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: NISHI, Taichiro.

   Registration No. 13038 "2863"

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

3. Claimant's present address: R. R. No. 1, Mission City, B. C.

4. Claim relating to real property: c/o Joseph Rakus, Iron Springs, Alberta.

   (a) Street address of real property: Stave Lake Road, Mission City, B. C.

   (b) Legal description of property:

   S. W. $\frac{1}{4}$ of Section 2, Township 18, Subdivision of Fr.

   Secs. 1, 2, and 12, Map 2872, Bd. 32, N. W. D.

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

Small fruit farm.
160 acres of land: 12 acres improved,
148 acres wild.

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

Title No. 114114 E.

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

(I)	Land --	~~$5820.00~~	"$7100.00"
(II)	Buildings --	~~$ 950.00~~	"$1075.00"

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

~~$ 6770.00~~ "$8175.00"

5. Claims relating to personal property, etc.

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

On said farm located on Stave Lake Road,
Mission City, 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:

a) Furniture - small implements - stored in the dwelling house under lock and key.
b) Farm implements - stored in the packing shed.
c) ½-ton truck was left at the Hastings Park Centre.
d) Livestock were left on the farm.

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

Was leased at that time to A. Pankratz, R. R. #1, Mission City, B. C.

(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:

			270.25
1940 ½ - ton truck	$1000.00	4 rakes	$ 4.00
1 power Sprayer	125.00	3 cross-cut saws	9.00
1 single-horse plow	10.00	1 hand-saw	1.50
1 cultivator spring-tooth	18.00	1 sledge-hammer	1.50
1 spike harrow	8,00	3 double axes	4.50
1 hand sprayer	8.00	3 wedges	2.50
1 hand duster	15.00	6 forks	6.00
1 platform scale	10.00	2 logging chains	3.00
1 horse harness	20.00	1 shake knife	1.50
1 kitchen range	30.00	2 hammers	1.50
1 heater	4.00	50 strawberry stands	12.50
3 dining chairs	4.00	1 brush scythe	2.50
1 kitchen chair	1.00	2 peevees	4.00
2 kerosene lamps	1.00	1 pipe wrench	1.00
1 kerosene lantern	2.00	2 steel traps	1.50
1 hand cultivator	1.50	1 stone-boat	2.50
1 shovel	1.00 .75	1 sheel-barrow	1.50
1 spade	6.00		
2 manure forks	2.00	1 draft horse	85.00
4 hoes	3.00	1 watch dog	5.00
3 mattocks			$1420. 00
	270.25		

ma.

(e) Amount of loss alleged to have been sustained by Claimant under the terms of reference: $1420.75

Property	$1420.00
Received from the Custodian	700.00
Claim	$ 720.00

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~~, A. D. 1947
November

"K. Shikaze" — Witness to Signature of Claimant

"T. Nishi" — Signature of Claimant

STATUTORY DECLARATION

I, Taichiro NISHI
(Full Name of Claimant)

of c/o J. Rakus, 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 circumstandes 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: - - -

Received from the Custodian a cheque of $700.00

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) "T. Nishi"
)
"illegible signature")
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. 20, 1948 R. C. McLaughlan

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

Lessee's Copy

FARM LEASE
****

THIS INDENTURE made in duplicate this twelfth day of April A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

TAICHI NISHI of Mission City in
the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

EXHIBIT No. 717-13
DATE Apr 27/48
FILED BY W. S. Russell

- and -

A. PANKRATZ of the same place
Farmer
(hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT, for and in consideration of the rents, covenants and conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hath demised and leased AND BY THESE PRESENTS DOTH DEMISE AND LEASE unto the Lessee all those certain parcels or tracts of land and premises situate, lying and being in the District of New Westminster and Province of British Columbia, more particularly known and described as :-

The South West quarter of Section Two (2) Township Eighteen (18)

TOGETHER with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being;

AND TOGETHER ALSO with all ways, paths passages, water courses, privileges and advantages whatsoever to the said premises belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of ten (10) months to be computed from the first day of April A.D. 1942 and from thenceforth next ensuing and fully to be completed and ended;

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto

the Lessor the sum of Five hundred ($500.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged)

THE LESSEE covenants with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereon during the year A.D. 1943 without any further payment.

THE LESSEE further covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of :-

One (1) acre raspberries
Three (3) acres strawberries
One (1) acre blackberries
One (1) acre boysenberries
One (1) acre loganberries

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good and husbandlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Pacific Co-operative Union and will in all respects carry out the obligations of the Lessor to Pacific Co-operative Union under the Lessor's contract with the co-operative association and will execute and Agreement of his own with Pacific Co-operative Union;

AND it is further understood and agreed that statements of the proceeds of the aforesaid growing crops shall be furnished to the Custodian of Enemy property or his representative in the same manner as statements have previously been furnished to the Lessor.

THE LESSEE further covenants with the Lessor that he will properly care for and account to the Lessor for any live stock, farm implements or miscellaneous tools which are left by the Lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent on the termination of this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated.

PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during the year 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants. The Lessor covenants with the Lessee for quiet enjoyment.

PROVIDED ALSO in case of any breach of any of the covenants and conditions herein contained, it shall be lawful for the Lessor or his Agent to re-enter upon the said lands and premises and the same to have again, repossess and enjoy;

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt

or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns and the masculine shall include the feminine and the singular the plural.

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

Signed, Sealed and Delivered by TAICHI NISHI and A. PANKRATZ in the presence of	T Nishi
M M Fletcher	A. Pankratz

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say:-

1. That I was personally present and did see TAICHI NISHI and A. PANKRATZ, the parties thereto, duly sign and execute the within instrument, for the purposes therein named.

2. That the said instrument was executed at Mission City aforesaid.

3. That I know the said parties and that they are each, in my belief, of the full age of twenty-one years.

4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City in the Province of British Columbia this twelfth day of April A.D.1942	M M Fletcher
A Commissioner for taking affidavits within British Columbia.	

T. Agreement

Dated April 12th A.D. 1942

****

TAICHI NISHI

- to -

A. PANKRATZ

****

FARM LEASE

****

James M.Campbell
Barrister Solicitor
Mission City B.C.

This Agreement,

made in duplicate this ~~Sixteenth~~ twelfth day of December in the year of our Lord one thousand nine hundred and twenty ~~nine~~ eight,

BETWEEN

KIYOHE KAMIMURA contractor of Mission City in the Province of British Columbia

Name Address, and Occupation of Parties

hereinafter called the "Vendor" of the one part

AND

NISHI TAICHI ~~KISHI~~ farmer of the same place.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—**ALL AND SINGULAR** that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster Province of British Columbia and more particularly known and desribed as ....

The South west quarter (S.W.¼) of Section Two (2) Township Eighteen - Dewdney District.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of ONE THOUSAND TWO HUNDRED AND FIFTY ($1250.00.) Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Three Hundred and fifty ($350.00.) ---- Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

One Hundred dollars ($100.00.) on the 12th of December 1929
Two Hundred dollars ($200.00.) on the 12th of December 1930
Two Hundred dollars ($200.00.) on the 12th od December 1931
Two Hundred dollars ($200.00.) on the 12th of December 1932
Two Hundred dollars ($200.00.) on the 12th of December ~~1932~~. 1933

EXHIBIT No. T17-14.
DATE October 4/48
FILLED BY A G Virtue

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of seven per cent. per annum, payable along with the principal payments on the days and dates aforesaid.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: **THE** Purchaser **DOTH COVENANT, PROMISE AND AGREE** to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; **AND** also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this Agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor **DOTH COVENANT, PROMISE AND AGREE** to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, **ALL THAT** the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, **FREED AND DISCHARGED FROM ALL ENCUMBRANCES,** save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, paper or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Mr Taichi Nishi Mission City B.C.

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns has been inscribed in all proper and necessary places; **AND** wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

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

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness: L. McLaren
Street Address: Washington St.
City: Mission B.C.
Occupation: Notary Public

Kiyohe Kamimura
T Miller

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

I, of the
of , in the Province of British Columbia,
make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by
the part thereto, for the purposes named therein.
2. The said instrument was executed at
3. I know the said part , and that of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at
in the Province of British Columbia, this
day 19.

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

FOR MAKER (INCLUDING MARRIED WOMAN)

I Hereby Certify that, on the twelfth day of December 1928, at Mission City ---------, in the Province of British Columbia, Kiyohe Kamimura ---------- (whose ~~identity has been proved by the evidence~~ on oath of , ~~who is~~) personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as part y, that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Mission City .... in the Province of British Columbia, this 12th day of December in the year of our Lord, one thousand nine hundred and twenty eight.

L. McLaren

A Notary Public in and for the Province of British Columbia.
~~A Commissioner for taking affidavits within British Columbia.~~

Note.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

FOR ATTORNEY

I Hereby Certify that, on the day of 19 , at in the Province of British Columbia has been proved by the evidence on oath of (whose identity , who is) personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of to the annexed instrument as the maker thereof, that the said is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said knows the contents of said instrument, and subscribed the name of the said thereto voluntarily as the free act and deed of the said under authority of a power of attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at in the Province of British Columbia, this day of in the year of our Lord one thousand nine hundred and

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets

Dated December 12th 19 29

Kihoye Kamimura

AND

Taichi Nishi

Agreement FOR SALE OF LAND

The Clarke & Stuart Co. Ltd., Law Printers and Stationers, Vancouver, B. C. Form No. 27

S.W.¼ Sec. 2 Twp 18

Dewdney N.W.D.

Acknowledgment of Officer of Corporation

I Hereby Certify that, on the day of , 19 , in the , in the Province of British Columbia, oath of (whose identity has been proved by the evidence on , who is) personally known to me, appeared before me and acknowledged to me that he is the of , and that he is the person who subscribed his name to the annexed Instrument as of the said and affixed the seal of the to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at in the Province of British Columbia, this day of in the year of our Lord one thousand nine hundred and

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

NOTE:—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

DATE PAID	PRINCIPAL	INTEREST	PAID TO