

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

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 EXHIBIT NO. 717-7
MARRIED? Yes DATE Sept 27/48
NAME OF WIFE OR HUSBAND: Eda FILLED BY G. S. Rice
ADDRESS OF WIFE OR HUSBAND: R.R. No. 1, Mission City B.C.
NAMES OF ANY LIVING CHILDREN: Aniki (M) Tsugehideo (M)
Saburo (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. 1/4 of Section 2, Township 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. ~~XXXXXXXXXXXXXXXXXXXX~~ Bank of Mission City B.C.

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. 1/4 of Sec. 2, Township 18,

10 Acres Cleared and Rest 10 Wild (150)

2. LANDLORD'S NAME AND ADDRESS: Tetsuro Mashi 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, 2 Shovels, 5 Hoes, 3 Manure Forks, 1 Power Sprayer, 1 Hand sprayer,

23 Hooks. Will leave all things in the house and give the key to the land

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

4. INSURANCE CARRIED ON ABOVE PROPERTY: none5. 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 declarant's possession.Shares as per list attached.8. BANK ACCOUNTS: none9. LIFE INSURANCE: none10. INTEREST IN ANY ESTATES OR TRUSTS: none11. SAFETY DEPOSIT BOX: none**LIABILITIES:**1. PERSONAL DEBTS: none2. TRADE DEBTS: noneREMARKS: none

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. J. WilliamsT. J. Williams
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE Aug. 31/43.

Our File No. 2863

Full Name NISHI, Taichiro
(Surname in Block Letters)

Registration No. 13038 ☒ Male - Female
(Check)

Age June 20, 1882.

Former Address R. R. No. 1, Mission City, B. C.

Date Evacuated May /42 (?) Naturalized - Canadian-Born - National
(Check)

Present Address c/o Joe Rakus, Iron Springs, ALBERTA. (Mar. 6/45)

☒ Married - Single
(Check)

nee
Name of Wife (SHIKAZE), Eda - Reg. #13039

Name of Husband _____

Name of Mother Deceased Name of Father Deceased

Names of Children under 16 _____

Saburo (M) Nov. 8/26 - #15995

Requested by C. Girard Registered with Custodian Yes
(Yes or No)

Additional Information Farmer. Owner of 160 acres and buildings. Truck
Internat

Name of Claimant

NISHI, Taishiro

Case

727

Custodian File

2003

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
		133.00		76.25 12.50						241.75
PERSONAL PROPERTY										Total
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
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										Total
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	37.50	25.00%	163.50	90.00					
TOTAL RECOMMENDATION										359.75

R.R. 1 Whonock Bb
June 8th /44

Dept. Sec. of State

Mr F. G. Shears
Dear Sir

Rec'd	JUN 10 1944
File No.	7863
Filed	
Referred	

567

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
evaluation of the road being on a road
allowance. but those contacted then
were inclined to believe it was
I think 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

EXHIBIT NO. 717-4
DATE Sept. 27 1944
FILED BY Geo. Rice

Wm H Russell
Appraiser

2863

R. R. #1., Whomeck, B. C.
April 25th, 1944.

Dept. of Secretary of State.

Dear Sirs:

Please find below Appraisal value of the following Property.

DEEDNEY

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

This property is situated on a logging road about 3 miles from Stave Lake Road and approximately one mile from Hataic 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 boisonberries, and one half acre of black berries.

Wm H. Ansell

Appraiser

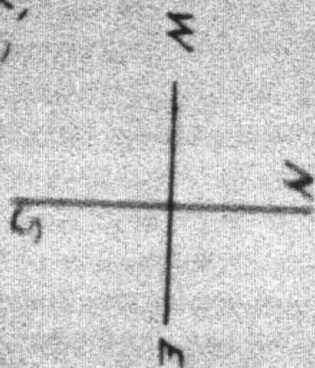
Sec 3.
Tp. 18

L.S. 7

White
L.S. 8

Tap Property S.W. 1/4 Sec. 2 Tp. 18

Buildings



Old Logging
Building P10

Camp of Mission
L.S. 1.

Road

Old Mill Run

Trail

ROAD

Currie Creek

Trail (Gravelled)

Marshall

L.S. 2

Polny

Dondy

Polny

8.57

11.93

20 Chs.

6.45

6.44

6.43

STAVE

NE 1/4 Sec 34

SM Car
Tap property

REAL PROPERTY SUMMARY

File 2863.

JAPANESE NAME: Taichiro NISHI - - Reg. No. 13038. EXHIBIT No. 717-6
CATALOGUE NO: No. 567. By sale by agent. DATE Sept. 27 1942
PROPERTY ADDRESS: District of Dewdney. No road. Near Steve Lake Road. FILLED BY G. A. Rice
LEGAL DESCRIPTION: The S.W. 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 unorganised 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 refused 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. Pankrats 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:

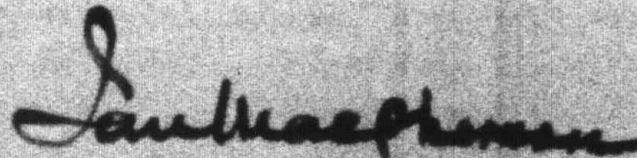
Delivered to Gottlib Pommen on 20th February 1945.

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.



IM:ML

File No. 2863

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

21st May, 1948.

REAL PROPERTY:

SW $\frac{1}{4}$, 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

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

File No. 2863.
Catalogue No. 567.

February 7th, 1945.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Taichi NISHI
S.W. $\frac{1}{2}$ of Sec. 2, Tp. 18, New Westminster
Assessment District. N. W. D.

With reference to the above property which was recorded in the New Westminster Land Registry Office, dated January 5th, 1945, we attach herewith the following documents in connection therewith.

1. Copy of application number 181967-E, dated January 5th, 1945, registering the property in the name of the Custodian (Transmission).
2. Copy of application number 181968-E, dated January 5th, 1945, registering the property in the name of Gottlieb Pommen (Deed).
3. Duplicate of Transmission dated December 19th, 1944.
4. Duplicate of Deed dated December 19th, 1944 - Secretary of State to Gottlieb Pommen.
5. Certificate of Indefeasible Title number 181968-E, dated January 29th, 1945, covering the above property in the name of Gottlieb Pommen.

D. A. Cramer

DAC:JS
Atch.

File No. 2263.
Catalogue No. 567.

December 12th, 1944.

MEMORANDUM

TO: Mr. E.W. Wright

FROM: Mr. Ian Macpherson

Taichi NISHI - Reg. No. 13038
The S.W. $\frac{1}{4}$ of Sec. 2, Tp. 18,
New Westminster Assessment District,
D.N.W. Certificate of Vesting No.
24645.

We enclose herewith the following documents in connection with the sale of the above described property.

1. Original Certificate of Encumbrance.
2. Transmission in duplicate.
3. Deed in duplicate.....GOTTLIB POMMER.
4. Copy of letter showing to whom sold and price paid for the property.
5. Memorandum from the Administration Department confirming valuation, and approval of Advisory Committee.
6. Real Property Memorandum from Administration Dept.

Certificate of Indefeasible Title Number 114114-E is in the owner's possession.

Ian Macpherson

IM:MM
Encs.

Catalogue No. 567
File No. 2863
Steve Lake Road, Mission
SW 1/4 Sec. 2, Tp. 18

February 20, 1945.

GOTTLIB POMMER
(purchaser)

In account with The Custodian of Energy Property

STATEMENT OF ADJUSTMENTS

(As at November 30, 1944)

	DEBIT	CREDIT
Purchase price	\$1,525.00	
Cheques received		\$1,525.00
<u>Amount of rent collected</u>		
November 30th to December 31st - $32/31 \times \$8.33$		8.59
Registration fees on deed - \$1,525.00	7.30	
Purchaser's proportion of 1944 taxes - $32/365 \times \$20.55$	1.80	
Balance owing by purchaser		.51
	<u>\$1,534.10</u>	<u>\$1,534.10</u>

BALANCE OWING BY PURCHASER

51¢

STATEMENT RE SALE OF:

Name: NISHI, Taichiro

Catalogue No: 567

File No: 2863

Street Address: Mission, B.C.

Reg. 13038

Legal Description: S.W. 1/4 Sec. 2, Twp. 18

Date of Sale and Adjustments May 30/14

Sale Price

\$ 1,555.00

Real Estate Agent's Commission

\$ 75.25

Charge for Valuation

15.00

Charge for Advertising

4.00

Land Registry Office Transmission Fee

2.50

~~Encumbrances:~~~~Unpaid vendor~~~~Mortgages~~~~Arrears of Taxes~~~~Other charges~~

Adjustments:

~~Fire Insurance~~

Taxes

1.80

~~Water~~~~77.75~~~~1,525.80~~

Net Proceeds credited to your account

1,429.05

Date: March 5th, 1915

Compiled by: ... Geo. George Peters

Catalogue No. 567
File No. 2863
Stave Lake Rd.
Mission, B. C.
SW 1/4 18
Certificate of Title No. 181968-E

Control of property covered by Certificate of Title No. 181968-E and described above is by me hereby acknowledged and I agree that all adjustments and incidents connected with sale to me of this property have been settled.

Dated at Vancouver this 22 day of Feb 1945.

Signed H. P. Primm
H. P. Primm

Feb 22nd Received Title

Return to the Custodian

To The Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:-

Re: Stave Lake Rd. Mission

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

By Ramaa...Signed

Return to the Custodian

PHONE: PACIFIC 8828

RES: 2781 POINT GREY ROAD
PHONE: BAYVIEW 3899-M

H. J. TRIMBLE

REAL ESTATE AGENT
FARM LANDS AND HOUSES

431 W. PENDER STREET,
VANCOUVER, B.C.

The Construction

Feb 22nd 1945

Please deliver Title to 181968-E in my name to the
holder. H. J. Trimble of Bennett & Matthews 421 West Road
& oblige.
Yours Truly

E. Pammen

BURNETT & MATHESON

AGENTS, FIRE INSURANCE, REAL ESTATE
NOTARY PUBLIC

Rec'd	MAY 30 1944
File No.	2863
Entered	<i>[Signature]</i>

In reply to No. 2863

421 PENDER STREET WEST
VANCOUVER, B.C. May 29th, 1944

567

To the Custodian,
Royal Bank Building,
Vancouver, B.C.

Dear Sir:-

Re Catalogue No. 567 Dewdney District

Mrs Harvey's offer for the above property was according to your Catalogue the assessed value and whilst your valuator placed a value of \$1825.00 on the land, we wonder if he took in consideration the fact that there is no public road in to the property. The present road is privately owned, crossing two different blocks of land and could be closed at any time by the owners. In that event the purchaser might have considerable trouble getting in or out.

Under the circumstance Mrs Harvey is unwilling to increase her offer for the land.

Yours truly

BURNETT & MATHESON

[Signature]
Agents.

[Handwritten note]

2863

November 21, 1944.

Messrs. Burnett & Matheson,
421 West Pender Street,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue No. 567
Steve Lake Road
SW 2, Tn. 18

Your letter of October 30th enclosing cheque for \$12.50, making a total deposit of \$152.50, and offer to purchase the above property for the sum of \$1,525.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward to us a certified cheque for the balance of the purchase price, namely, \$1,372.50.

Kindly advise the full name, address and occupation of the person in whose name this property is to be registered and also state whether or not the proposed registered owner is a British Subject.


The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, the documents will be signed and returned.

After the documents have been registered a statement of adjustments of taxes, etc. will be prepared, including registration fees, and forwarded to you.

The tenant will then be advised that the property has been sold, subject to the existing tenancy, and the owner will then be in a position to assume control of this property.

Yours truly,

F. G. Shears,
Director.



"S E A L"

Edward the Seventh by the Grace of God, of the United Kingdom of Great Britain and Ireland, King Defender of the Faith, etc. etc.

To all whom these Presents shall come Greeting Whereas the Lands, hereinafter described, are part of the land mentioned in the Revised Status of Canada, Chapter fifty-six, intituled as "An Act Respecting Certain Public Lands in British Columbia", as having been granted to Us, represented by the Government of Canada, in pursuance of the Eleventh section of the terms of the Union by the act of the Legislature at the Province of British Columbia numbered Eleven of One Thousand Eight Hundred and Eighty, intituled "An Act to Authorize the Grant of Certain Public Lands on the Mainland of British Columbia to the Government of the Dominion of Canada for Canadian Pacific Railway Purposes" as amended by the Act of the said Legislature, number Fourteen, passed in the Session held in the years One Thousand Eight Hundred and Eighty-three and One Thousand Eight Hundred and Eighty-four, intituled "An Act relating to the Island Railway, the Graving Dock and Railway lands of the Province.

And whereas Malcolm McMillan of Township Eighteen of East of the Coast Meridian in the New Westminster District, in the Province of British Columbia, in our Dominion of Canada, Farmer, has applied for a Grant of the said lands hereinafter described and his claim to such Grant having been duly investigated by us has been found to be entitled thereto. Now know one, that by these presents, we do grant, convey and assure unto said Malcolm McMillan, his heirs and assigns forever, all that parcel, or tract, of Land, situated, lying, and being in the Eighteenth Township, East of the Coast Meridian, in the New Westminster District, in the Province of British Columbia in our Dominion of Canada, and being composed of the South West quarter of Section Two of the said Township, containing by admeasurement One hundred and Sixty acres, more or less; to have and to hold, the said Parcel, or Tract of Land unto the said Malcolm McMillan, his heirs and assigns forever; saving and reserving nevertheless, unto us, our successors and assigns the full uses, passage and enjoyment of, in, over and upon all navigable waters that now are or may be hereafter farmed on, or under, or flowing through or upon any part of the said parcel or tract of Lands: also reserving all mines and minerals which may be found to exist within, upon or under such lands together with free power to work the same, and for this purpose to enter upon, and use and occupy the said lands, or so much thereof and to such an extent as may be necessary for the effective working of the said mineral, or the mines, pits, seams and veins containing the same, and also reserving thereout and therefrom all rights of fishery and fishing and occupation in connection therewith upon, about, adjacent to said lands, and also the privilege of landing and mooring boats and vessels upon any part of the said lands and using the said lands in connection with the rights of fishery and fishing hereby reserved, so far as may be reasonably necessary to exercise of such rights.

Provided always, and these Presents are issued upon and subject to the following conditions, that is to say: That if at any time hereafter Our Governor in Council shall deem it expediant to survey and lay out any Public Highway or Highways upon or through the said land, then and in every such case it shall be lawful for Us, or our Successors and is hereby expressly reserved to Us and them full power and authority to survey and lay out such highway and highways and for that purpose to make any existing road or any area of such lands required therefor whether such area be or be not in excess of the Allowance for roads in the said lands, and in every case it shall be lawful for us and our successors and Our and their servants and workmen with or without horses, carts and other carriages to enter upon any part of the said lands and take therefrom any gravel, stone, timber or other material required for the construction of such highway or highways or any bridge connected therewith and to cut and thereafter maintain and keep in repair upon or through the said land and drain or drains which We or our successors may deem necessary in connection with such highway or highways and in no case shall the said Malcolm McMillan his heirs or assigns have any claim to compensation for any road or land so taken as aforesaid or for any damages sustained by him or them by or on account of the exercise of any of the powers hereby reserved.

THIS IS A PARTIAL COPY OF THE CROWN GRANT NO. 7589F- MALCOLM MCMILLAN
COPIED BY ME THIS 14TH DAY OF JULY, 1944.

Walter Freth Edmonds.

Oct. 4/48

A. G. Virtue

THIS AGREEMENT, made in duplicate this ~~Sixteenth~~ twelfth day of December in the ^{eight} ~~year~~ of our Lord one thousand nine hundred and twenty-~~ninety~~

BETWEEN

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

hereinafter called the "Vendor" of the one part

and

^{g.m.} NISHI
TAICHI NISHI 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 described as

The South west quarter (S.W. 1/4) 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 of 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" ^{g.m.}

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 of 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 "J. A. McIntyre"

Street Address "Washington St."

City "Mission, B. C."

Occupation "Notary Public"

"Kiyake Kamimura"

"T. Nishie"

AFFIDAVIT OF WITNESS

(not completed)

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, Kiyoke 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 party, 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.

"J. A. McIntyre"

A Notary Public in and for the Province of British Columbia.
~~& 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.

"Lessor's Copy"

717 / 13

EXHIBIT No. Sept. 27/48

DATE FILED By S. Russell

....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

- 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 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 nonperformance 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)
)
"M. M. Fletcher")

"T. Nishi" SEAL
"A. Pankratz" SEAL

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
named therein.
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

"J. M. Campbell"

A Commissioner for taking affidavits
within British Columbia.

"M. M. Fletcher"

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

Nov. 20. 1948

L. McHugh

Catalogue No. 567

File No. 2863

Name: Taichiro NISHI

Reg. No. 13038

Civic Address: Stave Lake Road, Dewdney, B. C.

Legal Description: The West quarter of Section 2, Township 18,
New Westminster Assessment District, in the
District of New Westminster.

Classification: Dwelling, outbuildings.

..SOLD....

Registered in the name of: Taichiro NISHI

Encumbrances: None

Sold to Gottlib Pommen, farmer, for \$1,525.00 (cash) as of
November 30th, 1944.

Title delivered to registered owner February 22nd, 1945.

Claims: Nil - see memo dated January 25th, 1944.

Chattels: None on property.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

File #2863

Name: NISHII, Taichiro

Reg. No: 13038

RECEIVED
SEP 14 1942

Aug. 18, 1942

out to Richardson

LIST OF CHATELS AT STAVELAKE RD., MISSION, B. C.

In house

3 dining chairs
1 kitchen chair
kitchen range (Good Cheer)
heater
sal. shrine
lamp (no chimney)
lantern

In packing shed

platform scale
bdl. of garden tools

Live Stock and Implements
for use of Lessee

1 horse and harness
1 plow
1 cultivator
1 harrow

Stock and Implements (cont'd)

1 hand cultivator
1 shovel
1 spade
2 manure forks
4 hoes
3 mattocks
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 peevie
1 pipe wrench
1 wood rasp

This represents all my chattels remaining in any protected area of
British Columbia.

Confirmed:

DATE:

Sept. 11th 1942

SIGNED:

T Nishii

Please sign and return one copy to the Custodian.

LIABILITY SUMMARY

File No. 2863

16th November, 1945

Re: NISHI, Taichiro - Reg.No.13038

The above Japanese declared no liabilities
and no evidence of any appears on this file.

The above summary is certified
to be in accordance with the
information on file.

Dated: Nov. 16th, 1945
WEA:EE

W.E. Carson

FIRE INSURANCE SUMMARY

File No. 2863

16th November, 1945

Re: NISHI, Tetsuro - Reg. No. 13038

This file reveals no Fire Insurance interest.

The above summary is certified
to be in accordance with the
information on file.

Dated: Nov. 16/45
WEA:EH



MEMORANDUM

To: File 2863

March 25, 1944.

From: Specified Articles Department

Re: NISHI, Taichiro - Reg. 13038

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1940 International No. T167 License No. (41) CX 471	Not given

The above truck was released to the Pacific Co-operative Union
on April 30, 1942, and later was sold for the sum of \$700.00

Wasker

ROYAL CANADIAN MOUNTED POLICE

Detachment

Station No. **T 167**

FOR USE WHEN APPLICABLE

EXHIBIT REPORT

Detachment File No.
 Sub-Division File No.
 Division File No. **2269-0-15-3**
 Headquarters File No.

Detachment
 Sub-Division
 Division **"H"**
 Date **March 19th** 19 **42**

RE: **NISHI, H** **Steve Lake Rd. Mission B.C.**

On **March 19th** 19 **42**, I **H.F. Price** **RCMP**

MEMBER'S NAME

Came into possession of the following goods by:-

SURRENDER UNDER O.C.P.C. 1486

1 RICHIRO NISHI

STATE BRIEFLY AUTHORITY, ETC., WHETHER BY SEARCH WARRANT, ETC.

NO. OF PGS.	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
LICENSE NO.	GX 471 (41)	TIRE NUMBERS 5
MAKE & MODEL	38 International pickup truck	
SERIAL NO.	not available	
ENGINE NO.	27623	
SPEEDOMETER READING	appears fair	
CONDITION		
EXTRA EQUIPMENT	frame box	
DESCRIPTION & CONDITION VERIFIED	<p><i>J. Tsuji</i> Signature of Owner Japanese Registration No.</p> <p>213345 delivered by Juichi TSUJI</p>	
Handed over to representative of Custodian whose signature in receipt thereof appears hereunder	<p><i>E. Morise</i> March 19/42</p>	
DATE:		<p><i>[Signature]</i> SIGNATURE OF MEMBER SUBMITTING REPORT</p>

T. NISHI

Richardson

Mission, B.C.

August 10 - 1942

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

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 14 1942

Dear Sirs:

Enclosed you will 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. Panbraty

P. R. I. Mission, B.C.

EXHIBIT NO. 717-10
DATE Sept. 27/48
FILED BY C.B. Rice

List of Live stock and Implements...

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

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
AUG 14 1942

Re Truck

Shaughnessy, Alberta,
September 2nd, 1943.

Dept. of the Secretary of State,
Office of the Custodian,
506 Royal Bank Bldg,
Hastings and Stranville,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	SEP 6 1943
File No.	2863
Ans.	7th
Referred	Walter

Dear Sirs:

I was glad to know that my truck was sold at a good price of \$700. I understand that it is now placed in my account with you.

I am also informed that one-half of my money for the berry crop of 1942, that is \$250, minus \$70 which you sent it to me last year, making \$180 to my favour, was. That cheque was supposed to have been able to be cashable on Sept 1st, 1942, but you asked me to send it back to you.

You said that there had been dishonesty amongst the growers. (the Japanese) in dealing with the Custodian. You stated that some men had placed the estimate about alone the real value of the berry crop. If there had been any mistakes on my estimator :

I would be very pleased to learn so.

As you may know from other sources the the amount of money raised through the working of sugar beets is very limited. I have a family of 5, that including myself, my wife and three sons. I contracted for 35 acres of beets last year at \$27 an acre. ~~that~~ The total family income from sugar beets was \$945.00. As you may already know the other work such as harvesting and haying is limited to a short time.

Under the high living costs and taxes the money earned is barely enough to feed and cloth us.

Besides that my wife has been sick for a very long time indeed. She had taken treatment from Dr. Shimatake for about a year while in British Columbia until just before the evacuation. But that did ~~not~~ ~~not~~ improve her health.

She is taking ~~some~~ electrical treatments here which cost \$2.50 for each time.

The doctor says she must continue for several months before she is completely healthy again.

~~The~~ What money we brought is now quickly reducing and we are worried about the situation. But fortunately, ~~from~~ my car has been sold and the money

is under the care of you.

I would be very pleased and glad if you would send me about \$500.00.

That money would relieve us of the critical financial problem to pay the doctor, food and other necessary needs. I understand that several other Japanese families under similar condition have been able to get this money through you.

I would be very thankful if you pay prompt attention to my problem.

Yours very truly,

T. Nishii

per Taichiro Nishii.

Reg. No. 13038

P.O. Cheque	750.00	
do " " " "	80	
Bank Sale	700.00	
Western Union	231	
1942 Jan	<u>150.00</u>	1203.11
CofC	12	
T. Nishii	<u>70.00</u>	
		<u>71.00</u>
		1132.11

File No. 2863 (Evao)

July 4th, 1944

MEMORANDUM

TO: MR. IAN MACPHERSON

FROM: MR. K. W. WRIGHT

RE: Taichiro NISHI

The above named is the owner of the South West Quarter of Section 2, Township 18, Dewdney District, Maple Ridge, containing 10 acres more or less - our Catalogue No. 567.

The property was appraised by Mr. Ansell for \$1,825.00 and Messrs. Burnett & Matheson, on behalf of a prospective purchaser, ask if we have taken into consideration the fact that there is no public road into the property. According to the correspondence, the present road is privately owned, crossing two different lots of land and can be closed at any time by the owners. In this event, the purchaser might have trouble getting in or out. Mr. Ansell reviewed the valuation and placed it at \$1,525.00, but the only offer so far received amounts to \$500.00.

This matter was discussed at a recent meeting of the Advisory Committee on Rural Properties and we informed them that we would again look at the title. Will you be kind enough to have Mr. Edmonds make a careful examination and inspect the plan that has been filed at the Registry Office. It would be helpful if he would make a sketch, showing just how this property is situated, and indicate road allowances etc.

An early report would be appreciated.

KWW/JF


K. W. WRIGHT

2863

Wright
July 7th, 1944.

Mr. Taichiro NISHI,
Registration No. 13038,
c/o D.E. Quist,
Shaughnessy, Alberta.

Dear Sir:

RE: South West $\frac{1}{4}$ of Section 2,
Township 18, New Westminster
District.

You made declaration to the Custodian on April 8th, 1942, that you were the owner of the above described land. We find that title to the $\frac{1}{4}$ section is in your name, clear of encumbrances.

We are advised that there exists no access by public road to this parcel of land at the present time, and have been informed that to reach it, you have to do so over lands owned by other parties. This mode of access is presumably by temporary permission of the owner of that land, unless you have a written agreement in the form of an easement from the owner or owners, giving you this access.

Will you kindly advise me if you have any written agreement permitting you to cross lands owned by other persons to give access to yours, and if so, kindly send such document or letter to this office, and when we have made a copy of it, we will return the original to you. If you have no such letter or document, please advise us to this effect.

Yours truly,

Ian Macpherson
Title Examiner

IM:ML

C
O
P
Y

July 13th, 1944

The Provincial Department of Public Works,
Court House,
New Westminster, B. C.

Attention: Mr. Jones - District Engineer.

Dear Sirs:

Re: South West 1/4 of Section 2, Twp. 18.

Our Mr. Edmonds yesterday had an interview with you respecting public access to the above described land, the registered owner of which is Taichiro NISHI. The Custodian of Japanese Property is in receipt of an offer to purchase this quarter section, the offer being conditional upon assurance of access to the land. No public access at present exists and Mr. Edmonds suggested taking the matter up with you with a view of the creation of a public highway to the parcel for which we have an offer.

Referring to the sketch plan at hand, it would appear that the access would ordinarily be an extension of Everett Road from the Stave Lake Road to the South West corner of Section 2. Mr. Haig of the Municipality of Mission informs me that Everett Road has been legally extended as a road allowance to the North West corner of Section 35, but that the road has not actually been constructed. To serve the South West quarter of Section 2, this extension of Everett Road would need to be further extended a distance of about 660 feet.

So far as I have ascertained up to the present, the South West quarter of Section 2 was patented by the Registrar of Dominion Lands on the 16th of April, 1901, to Malcolm McMillan with no obligation on the part of the Dominion to provide access thereto. It is desired to remedy this situation and I should be pleased to have from you any suggestions as to how Everett Road may be extended and what is required of the applicant for the extension in order to permit your Department to take the necessary steps to acquire the land and to construct the road. As the owner of this quarter section has been paying taxes for many years it is assumed that the opening of access, including the cost of construction, will be at the expense of the Department of Public Works, or possibly of the Municipality of Mission in conjunction with the Municipality of Mission. I shall be pleased to hear from you at your earliest convenience and if any further information is required will you kindly telephone the writer.

Yours truly,

Ian Macpherson
Title Examiner

IM:AM

PLEASE REFER TO

FILE NO.
Your File 2863



DEPARTMENT OF PUBLIC WORKS

EVACUATION SECTION

Rec'd JUL 15 1944

File No. 2863

Ans.

Referred *McPherson*

Court House,
New Westminster, B.C.
July 14th, 1944.

out to High
Mr. Ian Macpherson,
Title Examiner,
Dept. of Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Sir,

This will acknowledge receipt of your
letter of the 13th inst.

The feasible access to this property
would be the extension of the Everett Road. However,
owing to this right-of-way being within municipal lands,
it is not possible for us to carry out the construction.

The next time I am in the District I
will discuss the matter with the Reeve of Mission and
thereafter advise you further.

Yours truly,

E. S. JONES
District Engineer.

ESJ:B

- two -

Memo to Mr. Wright (cont)

The Provincial Lands Department, as successors of the Federal Government, deny any obligations to provide access. The matter has been discussed with Mr. E. S. Jones, the Provincial Engineer for the district, and a letter from him dated 14th inst. is on file. We shall have to wait for the result of his interview with the Municipality of Mission.

I attach a copy of Plan 6808, showing Stave Lake Road and the survey of the Road Allowance therefrom to the North West corner of Section 35. From that point to the South West corner of Section 2, is the contemplated extension. It is indicated (not on registered plan) by dotted red lines on sketch.

J. A. H. H.

IN:AM

PROVINCE OF BRITISH COLUMBIA
DEPARTMENT OF PUBLIC WORKS

From P. L. King, Asst. Dist. Engr., New Westminster, B.C.	To Mr. E. A. Jones, District Engineer, New Westminster, B.C.	Date Sept. 8th, 1944. RECEIVED DISTRICT NEW FILE YOUR FILE
--	---	---

Subject
S.D. No. 1, Tr. 12,

REFERENCE
YOUR LETTER

EVACUATION SECTION
SEP 11 1944
FILE 7863
INITIALS
SIGNED <i>McPherson</i>

This is the former Japanese-owned property, situated to which was discussed with Mr. Edwards, representing the Custodian of Alien Property.

The property is in unorganized territory, adjoining Mission Municipality, and entrance thereto would involve construction within the said Municipality. This we cannot undertake.

See sketch on application for roads file.

J. L. King
J. L. KING

JLK:s

Sept. 8, 1944.

Mr. Ian Macpherson, Title Examiner, 506 Royal Bank Bldg.,
Vancouver, B. C.

The above refers to your letter of Dec. 5, 1944.

"E. A. JONES"

September 12th, 1944.

The Provincial Dept. of Public Works,
VICTORIA, B. C.

Dear Sirs:

Re: South West quarter of Sec. 2, in
Twp. 18, Dist. of New Westminster.

The owner of the above described parcel of land is Taic-iro NISHI, a Japanese, whose interest has been vested in the Custodian of Japanese Property. An offer to purchase this property has been received by the Custodian and upon investigation we find that at present there is no legal access to the parcel, Mr. Nishi having made use of an old logging trail crossing private property.

The question of legal access has been taken up by us with Mr. Jones, District Engineer at New Westminster, who informs us that providing such access is not within his jurisdiction. We have also been informed by the Municipality of Mission that the Municipality is not prepared to provide the access required - from Stave Lake Road along the South boundary of Section 3, Twp. 18, to the unorganized District of Deedney at the South West quarter of Section 2. A road has been surveyed as a continuation of Everett Road from Stave Lake Road to the North West corner of Section 35, Twp. 18. A part of the land on the South side of this survey has been subdivided and Plan 6506 registered. It seems, therefore, that both the Department of Public Works and the Municipality of Mission deny any obligation to construct a road along this boundary to the West boundary of Section 2; the Department of Public Works not having the authority and the Municipality having no interest in the construction of the road.

- over -

- two -

This situation has probably arisen in other cases and we would like to know definitely upon whom the obligation rests. We may add that the Custodian, on behalf of the Japanese owner, has recently paid \$100.13 to the Provincial Collector and the Dewdney Byking District, and it would appear reasonable that the owner of the property should be given public access. We would be pleased to have your comment.

Yours truly,

Ian Macpherson,
Title Examiner.

Shaughnessy, Alberta,
September 13th, 1944

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

EVACUATION SECTION	
Rec'd	SEP 23 1944
File No.	2863
Ans.	
Referred	McKesson

sent to you

Dear Sir:

I received your letter addressed to me and is hereby writing you a reply.

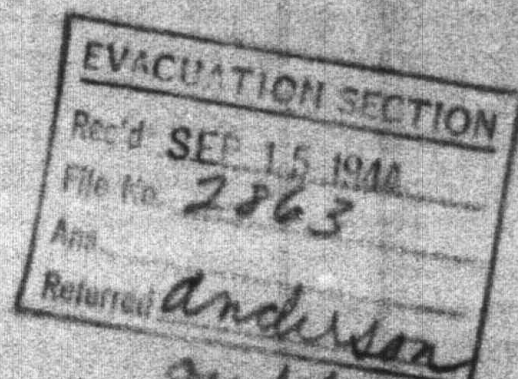
I've looking over my title and documents covering my land (S.W. $\frac{1}{4}$ of Sec. 2, Twp 18, New Westminster District) I find that I have no clauses nor agreements covering the problem of a public road to my land. When I bought the land there was a plank road built by the former owner who was engaged in logging operations over the said land.

Therefore I suggest that you write to K. Kamumura, Hape, B.C. asking him whether he has any agreements concerning the land.

Yours very truly,
T. Nishi
T. Nishi

11/11/44, B.C.
P.R. 3,
Sept. 14/44.

Official Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.



Dear Sir;

Some years ago I took out a water license from a small creek coming through a ravine.

In partnership with another man we constructed a water-pipe line for our domestic use on the farm. This man told me we were on his property as his property ran into the ravine. As we could not find any post or line I took it for granted that we were on his property. Now we find out that we are thirteen hundred feet on SW. 1/4 of Sec. 2, Tp. 18, owned by Taichi Nishi. We would like to have a right of way four feet wide through that ravine along the bank of the creek for our own pipe-line. This land along the bank of the creek is not fit for agriculture as it is all rocky. We had to blast and bridge to carry

on our pipe-line.

What arrangements could be
made to secure this right of way?

Thanking you,

Yours truly,

L. Lagace,

R.R. 3,

Mission, B.C.

Mission, B.C.
R.R. 3,
Sept 18/44

Re. Title No. 2863.

Jan Macpherson,
Title Examiner.

EVACUATION SECTION	
Rec'd	SEP 19 1944
File No.	2863
McPherson	

Dear Sir:

Re right of way through Mr. Dickie's property for pipe-line and dam, find enclosed rough sketch also descriptions of properties that the water is to be used on. Including J. Holman & L. Lagace as we are in partnership in this line.

Thanking you kindly,
Respectfully yours,
L. Lagace,
R.R. 3,

Mission, B.C.

S.W. 1/4 Sec 9
Twp 15
M. W. H. H. H. H.
M. W. H. H. H. H.

J. C. Holmes. Crap.
Barn House
Twp 16

Hay Lake.

F. Lagace
Lot 18 Part of
Sub. Div. 4 Part of
of Secs 1-2 and 12.
map 2872. 80 32.

Barn.
House.



DEPARTMENT OF PUBLIC WORKS
VICTORIA

EVAUATION SECTION
Rec'd SEP 23 1944
File No.
Ans.
Referred McPherson

September 20th, 1944.

Mr. Ian Macpherson,
Title Examiner,
Department of the Secretary of State,
506 Royal Bank Building,
Vancouver, B.C.

Re: South West quarter of Sec. 2, in
Tp. 18, Dist. of New Westminster.

Dear Sir:

I wish to acknowledge receipt of your letter of the 12th inst. and to advise that this Department does not accept the responsibility of providing access to an individual lot which has been purchased with the knowledge that no access to any public highway previously existed.

Generally speaking, where such access is required, it is arranged between the owner of the property concerned and the owners of adjacent property through whose land the access road is to pass.

After an examination of the map showing the property to which you refer, I am requesting our District Engineer to let me have a report regarding the physical features of the ground and the probability of other owners of property in the vicinity requiring a road of access.

Upon receipt of the above report, I shall be pleased to communicate with you further.

Yours very truly,

A.L. Carruthers,
Chief Engineer.

by

M.C. Davies,
Asst. Engineer.

MCD:al

BURNETT & MATHESON

AGENTS, FIRE INSURANCE, REAL ESTATE
NOTARY PUBLIC

421 PENDER STREET WEST

VANCOUVER, B.C. 26th, 1944

EVACUATION SECTION	
Rec'd	
File No.	2863
Ans.	Put
Deferred	W. Shears

To the Custodian,
Royal Bank Building,
Vancouver, B.C.

Dear Sir:-

Check and file 10000

We hereby submit an offer for Gottlieb Pommen
of No. 951 Richard Street, Vancouver, B. C. of \$1400.00
for the South west $\frac{1}{4}$ Section 2, Township 18, Dewdney, B.C.
Catalogue No. 567 and enclose a cheque for \$140.00 as a
deposit. *6/11/44*

It is understood that Mr Pommen will accept full
responsibility for getting the road into the property above
mentioned.

Yours truly,

BURNETT & MATHESON

W. Shears

*18th Avenue
15th & 16th*

*File this
please*



VICTORIA

File #5301.

Your File #2863.

DEPARTMENT OF PUBLIC WORKS

November 30, 1944. ✓

Mr. Ian Macpherson,
Title Examiner,
Dept. of the Secretary of State,
506 Royal Bank Building,
Vancouver, B. C..

Dear Sir:

Further to the Department's letter to you of the 27th ult., and your letters of the 26th October and September 12th, in connection with the question of a public road to the S^W 1/4, Sec. 2, Tp. 18, N.W.D., this matter was referred to our District Engineer for report, which has now come to hand.

I enclose herewith for your information a sketch of the location, from which you will note that there is a right-of-way shown from the south boundary of L.S. 1 and 2, and apparently a road has been at one time constructed between points A and B. Between B and C no construction has been carried out, and our engineers estimate the cost of completing the road from A to C at approximately \$1,500.

However, I am afraid this Department can accept no responsibility in the matter, since the right-of-way allowance lies entirely within the boundaries of the Municipality of Mission.

Yours very truly,

Arthur Dixon

Deputy Minister.

*Spent not
recovered*

AD:EL
encl:

LAWRENCE'S

WE BUY, SELL
& TRADE

NEW & SECOND
HAND HOUSEHOLD
FURNITURE

AGENT FOR

ROYAL CITY
LAUNDRY

MCCORMICK-
DEERING FARM
MACHINERY &
EQUIPMENT

GURNEY &
MCCLARY STOVES
& RANGES

EASY WASHERS

P. O. BOX 216
PHONE 92, NIGHT 2613
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 Sprayer	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:

J. J. Lawrence
Appraiser

EXHIBIT NO.

DATE

FILED BY

717-11
Sept 27/48
H. A. Rice

Rec'd	OCT 30 1944
File No.	
Ans.	
Referred	Lucas



House of Commons
Canada

R.R. #4,
New Westminster, B.C.
May 18th, 1945.

Custodian
Enemy Property,
675 W. Hastings Street,
Vancouver, B. C.

EVACUATION SECTION	
Rec'd	MAY 19 1945
File No.	1863
Ans.	
Referred	

Dear Sir:-

Two matters have been drawn to my attention,
and I should like some particulars regarding these.

One of them is a complaint against the sale of
the S.W. 1/4 Sec. 2, Twp. 18, Hatzio Prairie. The complaint
in regard to this is that this property has been sold to
a German by the name of Gottlieb Pommen of 951 Richards
Street. The party making the complaint feels that this
property should have been disposed of to one who had given
service to his country. I would appreciate letting me have
full particulars regarding this property.

The other case is a man by the name of Mr. Collins
who has, I believe, tendered \$300.00 on Lots 9 and 10, Blk. 48,
Maud Road, Port Moody. This man is anxious to get it, and
is of the strong opinion \$300. is a very fair valuation,
especially as the house is in a most dilapidated condition.

Appreciating your kind attention to this letter.

Yours very truly,

Tom Reid

TR/H.

2863
422 (Int.)

21st May, 1943.

T. Reid Esq., M.P.,
R.R.#4,
New Westminster, B.C.

Dear Sir:

I am in receipt of your letter of the 18th instant in which you ask for particulars in regard to some Custodian property.

In connection with the S.W. 1/4 of Sec. 2, Twp. 16, Hataio Prairie (our file #2863), the complaint is apparently raised due to the fact that Mr. Gottlieb Fossen is of German origin.

In regard to the question of nationality, as far as this office is concerned, we are governed by the Defence of Canada Regulations under which all enemy aliens resident in Canada, so long as they peacefully pursue their ordinary avocations, are allowed to enjoy the protection of the law and be accorded the same consideration as other law abiding citizens.

This particular property, as is the case with all other Custodian properties, was advertised and tenders called for and the general public, including the party from whom you have received this complaint, would therefore be in a position to have made an offer for this property. As a matter of fact this particular property remained unsold for a considerable time before we were able to secure a bid which was in line with our independent valuation.

In regard to the bid which Mr. Collins has made on Lots 9 & 10, Blk. 48, Haud Road, Port Moody (our file Int. 422), we have received his offer of \$300.00 and we are at present obtaining an independent valuation on this property which we hope to receive in the matter of a day or so, and should this valuation not be in excess of the amount offered by Mr. Collins, we will be pleased to recommend his offer for acceptance.

Yours truly,

P. G. Shears,
Director.

FGS/PMB

2865
2863

10th March, 1947.

J.M. Campbell, Esq.,
Barrister, Solicitor &c.,
Mission, B.C.

Dear Mr. Campbell,

Re: Estate of J. Harkies.

My attention has been drawn to the fact that certain Custodian goods were sold at auction by the late Mr. J. Harkies and remain unaccounted for. I understand that Mr. Harkies died a few days after the auction was held and that you are administering the estate.

According to our file (#2865 - Nishiyama) a water pump and tank were sold to net the Custodian \$200.- and our file (#2863 Nishi) shows the following goods were sold for \$125.00:

- 1 Horse Single Plow
- 1 Range
- 1 Section Drag Harrow
- 1 Hand Cultivator
- 1 Horse Collar, Bridle etc.
- 1 Horse, app. 11 yrs. old.
- 1 Set 240 lb. Scales
- 1 5-Gal. Hand Sprayer
- 1 Large Fork
- 1 Duster
- 1 Cross Cut Saw
- 1 Cultivator Spring Teeth
- 2 Kitchen Chairs
- Assorted Garden Tools

Will you please advise us the present position of this matter.

Yours truly,

F. G. Shears,
Director.

FUS/PMH

FILES #2865 and 2863

C
O
P
Y

JAMES M. CAMPBELL
Barrister & Solicitor
P.O. Drawer 501
Mission City, British Columbia

11th March, 1947.

The Custodian,
Japanese Evacuation Section,
605 Royal Bank Building,
VANCOUVER, B.C.

ATTENTION: MR. SHEARS

Dear Sir:

RE: YOUR FILES 2865 and 2863
ESTATE OF J. HARKIES

Yours of the 10th.

I have not done anything in this Estate as it is absolutely a bunch of liabilities. Harkies had plenty of family trouble and his wife kicked him out about five years ago. He only rented the farm and this was turned over to the boys, who operated it from that time and Harkies confined himself to the business of an auctioneer, besides doing considerable running around.

There was no cash on hand as far as I know and the only thing I have ever been able to find are debts, so I see no cause to take out Letters of Administration of a bankrupt Estate. That is the way I see it. The next time I am in I will call on you and maybe I can explain it better.

Yours truly,

(signed) "J.M. Campbell"

J.M.C/vw

6
0
P
I
File Nos. 2863 & 2865

10th March, 1947.

Re: Taichiro NISHI - Reg. No. 13038
Kiyuji NISHIYAMA - Reg. No. 13237

TO: Mr. Shears

FROM: W. E. Anderson

In the summer of 1945, as Mr. Ure was no longer with the Custodian, and as there was a considerable number of properties on which there still remained chattels that required liquidation, it was decided that I take on the job of cleaning them up.

From that time until May, 1946, a considerable number of auctions were held and the bulk of properties were taken care of along with those in the outlying districts of Ruskin and Wharfedale. The last auction at Mission was held on the 16th May, 1945.

Prior to that time a water pump and tank which had been stored at the Pacific Co-operative Union by Kiyuji NISHIYAMA (File 2865) was brought to the Auction Room for an attempted sale of not less than \$250.00. At the first auction no reserve was announced on it but I bought it in at \$125.00.

The pump and pipe stayed in the Auction room until the late summer of 1946 to the best of my knowledge, when Mr. Harkies 'phoned me saying he had a customer who would pay \$200.00 for the equipment. As you were not available at the time, I instructed him to sell it for that price net, to the Custodian, and he was to obtain his commission over and above that. I received no further word from Mr. Harkies regarding it, and figured he was waiting for me to call on him on my next trip up to Mission, which was usual.

On my previous trip to Mission, I supplied Mr. Harkies with the inventory of chattels on File 2863, Taichiro NISHI, and informed him to liquidate same. They had been appraised by G. H. Lawrence on the 24th October, 1944, for \$112.00, but not sold.

Mr. Harkies was killed in an accident a few days after his call about the pump equipment, and before I could make the trip to Mission. Shortly after I went to Mission and was informed by Mr. Harkies' assistant that the pump equipment had been sold and that he understood Mr. Harkies had also sold the other chattels for \$125.00.

I had intended to make immediate enquiries regarding the proceeds of the pump and chattels through the Executor of Mr. Harkies Estate, but the matter was overlooked until the 5th November, 1946, at which time I wrote to Mr. J. H. Campbell, Barrister and Solicitor, at Mission.

Mr. Campbell replied on the 14th November, 1946, stating that the

MEMORANDUM

Files 2863 & 2865

- 2 -

10th March 1947.

Estate was not worth administering and did not appear to have any assets worth mentioning.

On the 19th November, 1946, I replied to Mr. Campbell, enquiring about Mr. Harkies' Dairy business which, Mr. Harkies, prior to his death, had informed me, he had sold to his boys under an Agreement for Sale. I requested a reply but none was forthcoming, and an overlooked "B.F." has allowed the matter to lie unattended.

I have no recollection of any other outstanding liquidation performed by Mr. Harkies.

WEA:HA

Defence Brief

Taichiro NISHI

File No. 2863

Case "a. 717"

Lethbridge, Alta

Sept. 27/48

REAL PROPERTY CLAIM.
(All claims shown are Gross)

1.
Claim

\$8175.00
Amended 9th Mar.
1948 from \$6770.

Appraised at

Apr. 25/44 \$1825.00
Re-appraised June 8/44 \$1525.00
as offers received were far
below appraisal.

Sold for

\$1525.00

Witness: Appraiser, Wm. H. Ansell

Reported 25th Apr. 1944 "Property in a poor location
—bad road"

Re-appraisal, June 8/44 "reduced valuation \$300.00"
on account of inaccessibility of property.

Bids received Apr. 24/44 \$500.00
Sept. 26/44 1000.00
Oct. 16/44 1250.00
Oct. 30/44 1525.00

(Good deal of argument re purchase price of property.
NISHI purchased property for \$1250.00, proved Trans.
P. 17- L 3, Ex. 14.)

Submission: "That the real property was sold for its fair market value."

PERSONAL PROPERTY CLAIM

2.
Claim for 1940 1/2 Ton truck

\$1000.00

Claim abandoned (Trans. P. 3- L 20)

3.
Chattels

\$411.75

(Amended from \$420.75)

(a) Goods valued at \$226.75 sold at auction for \$125.00

Not credited to NISHI as J. Harkies, Auctioneer
was killed in a motor accident just at that time
and Mr. Campbell (Harkies lawyer) advised
14th Nov. 1946, estate had no assets.

(b) Goods valued at \$136.50 no record at any time.

Witness: J. Moryson (Took Inventory)

(c) Goods valued at \$38.50 no account theft

(d) Goods valued at \$10.00 (dog) destroyed by tenant.

Witness: J. Moryson (See Inventory July 20/42)

Submission: "That the chattels were sold 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."

Summary of Witnesses

W.H. Ansell
J. Moryson

Appraiser (1)
Ex. Staff (3b and c)

1
CASE NO. 727.

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. EDMANDON, SUB-COMMISSIONER).

Lethbridge, Alberta,
September 27th, 1948.

IN THE MATTER OF THE CLAIM OF
TAKEHIRO WISHI.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

W.S. RUSSELL, Esq., appearing for the
Claimant.

MISS LILLIE THOMAS, Secretary.
D.J. HANDFORD, Esq., Official Interpreter.
S.R. HOWARD, Esq., Official Reporter.

2
T. Nishi,
In Chief.

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:

10 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.
Pankrats?

A: Yes.

Q What rental did you get from Mr. Pankrats for
the ten months?

A: \$1100.00.

Q Is that the rental you got from Mr. Pankrats for
ten months?

A: Yes, \$1100.00.

30

T. Nishi,
In Chief.

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

10 THE SUB-COMMISSIONER: "ut 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.

20 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

T. Nishi,
Crown Exam.

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 6th, 1944, at which time the valuation was cut down to \$1525.00. I tender both of these appraisals as unexhibit.

(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.

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-5-

T. Nishi,
Cross Exam.

CROSS EXAMINATION BY MR. RICH:

Q You left your power sprayer with Mr. J. B. Shimak 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. RICH: 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 in care of the late Mr. J. B. Shimak of the Pacific Co-operative Union sent out to us too."

(LETTER MARKED EXHIBIT NO. 6).

MR. RICH: 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 Shimak, a son of the late J.B. Shimak, 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.

10 MR. RICH: I tender the claimant's J.P. form as an exhibit.

6
T. Nishi,
Cross Exam.

(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 agree-
ment 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

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own file, or the file of your counsel, showing
that you agreed to buy this land on the 13th of
November, 1935, from Kayyee Kanimura, 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
there is anything funny about it, you are the one

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7
T. Nishi,
Cross Exam.

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 Kaminura 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 vander, Kayyee
Kaminura, dated the 13th day of November, 1935,
wherein Kaminura is the grantor of the one part
and Taichi Nishi, the claimant herein, is the

T. Rich,
Cross Exam.

grantee of the other part. The consideration therein is \$890.00, and the land is the same land that the claimant is claiming.

THE SUB-COMMISSIONER: 13th November, 1935?

MR. RICH: 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. RICH: 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. 98.)

MR. RICH: Q: When you leased this property to Pankrats, 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 Pankrats with your land your livestock and your farming implements?

A Yes.

Q And there was a provision in the lease that Pankrats 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.

30 Q Now, when you originally filed your claim to this property, or for your loss, at least, on the 13th of November, 1947, you valued the land at \$5620.00

9
S. Nishi,
Cress Exam.

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.

20 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
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

T. Nishi,
Cross Exam.

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. Pankrats, your tenant?

10 A No, I haven't.

Q I show you a list that Mr. Pankrats 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 Pankrats says that the claimant turned over to Pankrats.

A: Yes.

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

A Yes.

MR. RICE: I tender this list, your Honour, along with a letter attached to it by Pankrats showing that these were the goods which the claimant turned over to him and which the claimant says is correct.

(DOCUMENTS MARKED EXHIBIT NO. 103.)

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 the Custodian.

T. Nishi,
Cross Exam.

(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 sworn to? 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

T. Nishi,
Green Room.

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?

A4: 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. RICH: ...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 of this land?

T. Nishi,
Re Direct.

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 you were to on the 13th of November, 1947 (indicating); is that your signature?

A: Yes.

T. Nishi
Discussion.

MR. RICE: I tender that, your Honour, 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 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.

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 in the lease. Actually from the lease, not only did the lessee have to pay \$500.00, but he was under an obligation to look after.

T. Nishi,
Discussion.

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
surmised, 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. RUSSELL: 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.

T. Nishi,
Direct Exam.

October 4th, 1946.

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 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.

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, 1926, 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?

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. Nishi?

MR. NISHI: No.

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

(Witness aside)

(PROCEEDINGS ADJOURNED SINCE DEE)

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

BR
"B.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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