3614

FORM "JP"

FILE No. 3614

BUREAU HASTINGS PARK

OFFICE OF THE CUSTODIAN

808 - 4

JAPANESE SECTION

Exhibit No. .....

DATE 7 Apl 1948

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. P.G. Makaroff

PERSONAL INFORMATION

NAME: NISHI Fumiko (Mrs.Hidetaro)

HOME ADDRESS: 3rd Ave., Port Alberni, B.C.

REGISTRATION NUMBER 07623 SEX: Female AGE: 25

OCCUPATION: Kindergarten teacher

(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: Japanese Association Port Alberni, B.C.

MARRIED? yes

NAME OF WIFE OR HUSBAND: Hidetaro

ADDRESS OF WIFE OR HUSBAND: 3rd Ave. Port Alberni B.C.

NAMES OF ANY LIVING CHILDREN: Toru, (M) Shinobu (M) Kunihiko (M)

ADDRESS OF CHILDREN: 3rd Ave. Port Alberni, B.C.

AGE OF CHILDREN: 7 3½ 2

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

1. LOCATION AND DESCRIPTION: Agreement for Sale, lot A, of lot 1, Albernie District plan 3260. Port Alberni B.C.

2. BUILDINGS AND OTHER IMPROVEMENTS: dwelling house and green house on above property.

3. INSURANCE (Give particulars; state where policies are) Co. unknown Mr. Turner Port Alberni agent, whereabouts of policy unknown

4. TAXES (Amount and where payable) taxes paid by Ernest Joubert Port Alberni, B.C. for the yr. 1941

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

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: unknown

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Mr. Hidetaro Nishi half interest

9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 3rd Ave. Port Alberni, B.C. dwelling house

2. LANDLORD'S NAME AND ADDRESS: none

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

4. STATE WHEREABOUTS OF LEASE: none

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

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

STATEMENT OF PERSONAL PROPERTY OWNED:

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

none

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS none

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

FORM "JP"

FILE No. .....

4. INSURANCE CARRIED ON ABOVE PROPERTY: none

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

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

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

8. BANK ACCOUNTS: none

9. LIFE INSURANCE: none

10. INTEREST IN ANY ESTATES OR TRUSTS none

11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: $320. to Mr. Ernest Joubert Port Alberni balance on property.

"Owes $1170.00 to Kazuo Takeshita file #1494" 10.11.42"

2. TRADE DEBTS: none

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

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

Dated this 10th day of April 194 2

(Signature) "F. Nishi"

"H.J.Logen"
Witness

FOR DEPARTMENTAL USE

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

Aug.10/48

E.L

Hastings Park,
July 21, 1942.

ADDITIONAL REGISTRATION
Previously omitted.

Nishi (Fumiko) Mrs. Hidetaro No. 07623
3rd Ave., Port Alberni, B. C.

2 Beds with Springs & Mattresses

1 Large Kitchen Range

1 Small Heater (old and abandoned).

SIGNATURE.....

WITNESS F. Nishi...

Geo. H. Lyman

INFORMATION FROM R.C.M.P.

DATE Sept. 1/43.

Our File No. 3614.

Full Name Fumiko (Mrs. Hidetaro) NISHI.
(Surname in Block Letters)

Registration No. 07623. Male - Female ✓ (Check) Age Jan. 2, 1916.

Former Address 3rd Ave., Port Alberni, B. C.

Date Evacuated Sept. 12/42. Naturalized - Canadian-Born ✓ - National (Check)

Present Address ~~Lemon Creek, Slocan, B. C.~~ ~~Oct. 3/46: Regina, Sask.~~
Nov. 8/46: Moose Jaw, Sask.

✓ Married - Single (Check)

Name of Wife ---

Name of Husband Hidetaro #07622, File 1936.

Name of Mother (nee) HIGA, Kichi #03548, File 4201.

Name of Father HATSUSHITA, Shigezo (Dec'd.).

Names of Children under 16

Requested by E. C. T.

Registered with Custodian Yes. (Yes or No)

Additional Information See husband's sheet for children under 16. Kindergarten teacher.

✓

REAL PROPERTY SUMMARY

Catalogue No. 716. File No. 3614.

Name: Fumiko (Mrs. Hidetaro) NISHI. Reg. No. 07623.

Address: Corner Argyle Street and 11th Avenue, Port Alberni, B. C.

Legal Description: Lot "A" of Lot 1, Alberni District, Plan 3260.

Classification: 4-room Dwelling built on cement blocks; Greenhouse (20' x 110') and small Barn.

Registered in the name of: ERNEST JOUBERT.

State of Title (No. 14547-N): Cleared and transmitted by Custodian.

Sold to: JOHN ERNEST CHALMER for $2,000.00 (Cash).

As at: June 1st, 1945.

Title (No. 36889-N) delivered to new Registered Owner on: November 16th, 1945.

Net proceeds ($1,371.41) released to credit of Mrs. Fumiko NISHI on: October 1st, 1945.

Completed sales statement to Evacuee sent on: January 11th, 1946.

Chattels: Not involved.

Insurance: Transferred to Purchaser (Aug. 31/45).

Administration: This property was purchased by Mrs. Fumiko NISHI (25-year old Japanese school teacher) from Ernest JOUBERT, for $800.00 ($400.00 Cash; balance $10.00 per month, of which $320.00 was still outstanding at date of sale by Custodian). Within a few months of purchase the NISHIS erected a greenhouse (for which purpose they borrowed $1,220.00 from Mrs. Tsui TAKESHITA, a widow) and commenced to grow tomatoes. The Vendor, who had retired to Eastern Canada following sale of his property, was persuaded by the NISHIS to return and take care of the property after their evacuation. Failure of both sides to record their apparently somewhat vague and unbusinesslike verbal arrangements, led to mutual misunderstanding. Both sides agree that the Vendor/Tenant was to pay $5.00 per month for the use of the property, including the greenhouse. In addition to this the Purchaser expected $10.00 per month to be written off outstanding balance of purchase price, and water rates to be paid by the user. Vendor, who, apparently was frequently absent on prospecting trips, was emphatic in his denial of this, and required payment in full of Agreement for Sale balance ($320.00); Interest (@ 5%), Taxes (1941/1942) paid by him; Water (3 yrs.), a total of $535.00, before he would agree to complete the transaction or vacate the premises.

(Over)

PERSONAL PROPERTY SUMMARY

File 3614. Fumiko (Mrs. Hidetaro) NISHI. Reg. No. 07623.

This 25-year old Kindergarten Teacher, a Japanese National from Port Alberni, signed a Custodian "JP" form on the 10th April, 1942. She was evacuated on the 12th September, 1942.

Her 36-year old husband, Hidetaro (File 1936), also a Japanese National, a Teacher from Port Alberni, signed a Custodian "JP" declaration form on the 16th March, 1942. He was evacuated on the 17th March, 1942.

This woman and her husband applied for repatriation to Japan but at a late date requested cancellation of this application (see Oct. 9/46).

Real Property: See Real Property Summary, dated January 11th, 1946, for particulars of Port Alberni property (Cat. 716) sold (June 1/45) for $2,000.00, a much better price than seemed possible prior to receipt of this offer.

Liabilities: See Liabilities Summary, dated October 18th, 1945, for particulars of liabilities disclosed in file, none of which are outstanding at this date.

Personal Property: See Chattels Summary, dated 11th October, 1946, for particulars of Chattels declared by this woman and her husband.

Specified Articles: None.

Bills Receivable: None.

Bonds, Shares, etc.: None.

Bank Accounts: None.

Funds: There is a balance of $74.75 in this account at the present time.

There is no other personal property interest in this file.

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

11th October, 1946.

RGB/P.

CHATTELS SUMMARY

File 1936
3614

Hidetaro NISHI — Reg. No. 07622
Fumiko (Mrs. Hidetaro) NISHI — 07623.

The husband, Hidetaro (File 1936), declared (Mar. 16/42): "Beds, Tables, Chairs, Sewing Machine (pedal), Carpenter's Tools, Garden Tools, Steel Bath, Water Tank, Fencing Foils and Mask, Furnishings for 4 rooms".

Custodian Agent (H. G. Hinton) reported (May 6/42) that from information given him by the tenant, Ernest Joubert, the declarants disposed of their personal belongings prior to evacuation with the exception of the following, which have little value:

(1) 2 Beds with Springs and Mattresses
(2) 1 Small Kitchen Range
(3) 1 Small Heater.

The wife, Fumi (File 3614) declared (Apr. 10/42): "None", but under date of May 16/42 applied for "5 pieces", 4 (Sewing Machine, a Carton and two Boxes) were shipped to her (see July 18 & 24/42), and were found to be "satisfactory and in order." (Aug. 8/42).

A list of items (1), (2) and (3) above, dated July 21/42 and signed by the wife, shows (3) to be "old and abandoned", leaving (1) and (2) only to be accounted for. The tenant (Ernest Joubert) acknowledged holding these on August 10th, 1942, and under date of Aug. 20/42 the wife acknowledged these two items as the only chattels remaining in the protected area.

On February 8th, 1944, the wife applied for shipment of Fencing Equipment (left with a friend), Shoyu and Rice. Mr. Joubert shipped the Shoyu but could not trace the fencing equipment. He stated he had had to destroy the rice.

There is no evidence on these files as to the ultimate fate of (1) and (2) above, but in view of Custodian Agent's comments regarding the value of these articles the time, expense and doubtful value of any efforts to follow up the matter would appear to be not justified at this late date. Apart from this, Chattels appear to be satisfactorily accounted for.

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

11th October, 1946.

RGB/P.

REG. NO.	NAME	FILE NO.
07623	NISHI (FUMIKO) Mrs. Hideteru	3614

COMPANY	POLICY NO.	AMOUNT	EXPIRATION MONTH	EXPIRATION DAY	EXPIRATION YEAR	PROPERTY
Ohio Farmers Insurance Company	B.C.1591	$600	April	20.	1945	on 11th Avenue, on Lot "A" of Lot 1, Map 3260, in Port Alberni B.C.
Ohio Farmers Insurance Company			April	20	1945	Lot "A", of Lot 1, Map 3260, Port Alberni, B.C.

TRANSFERRED TO PURCHASER - Aug. 31, 1945.

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

20th October, 1945.

RGB/P.

LIABILITIES SUMMARY.

File 3614. Fumiko (Mrs. Hidetaro) HISHI. Reg. No. 07623.

(1) $ 21.50 A claim for cost of firewood filed by George C. Rhead Ltd., Port Alberni, in the form of a Statutory Declaration, dated 27th October, 1942. Payment requested by debtor 9th October, 1945 and effected 18th October, 1945.

(2) $900.00 Cash loan, 1st April, 1941) A total of $1,220.00.
$300.00 Cash loan, 6th August, 1941) Claim by Mrs. Kazuichi (Tsai)
$ 20.00 Cost of Flooring) TAKESHITA, a widow (File 2638).
Payment authorized 9th October, 1945, and effected by ledger transfer, 18th October, 1945.

(3) $ 29.55 A claim for cost of plumbing work filed by R. E. Ormond, Port Alberni, in the form of a Statutory Declaration, dated 18th December, 1942. Liquidated by rental agents, Turner Bros., through rents.

(4) $ 98.00 A claim for work done, filed by Ernest Joubert under date of 2nd June, 1944. Disputed by debtor and withdrawn by claimant.

This accounts for all debts recorded in this file.

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

18th October, 1945.

RGH/P.

EXHIBIT No. 8086
DATE Sept 13/42
Mr. J. A. Macdonell

6th May 1942.

Office of the Custodian,
506 Royal Bank Building,
VANCOUVER, B. C.

Attention Mr. C. L. Drewry.

Dear Sir:

re: Mrs.(Fumiko) Hidetaro Nishi. Registration No. 07623.
My File No. 85.

re: Hidetaro Nishi. Registration No. 07622.
My File No. 90.

In accordance with your request dated 20th April 1942, I have investigated and taken control of the following property as recorded on the registration forms of the above man and wife dated 16th March 1942 and 10th April 1942 respectively.

Real Property:

Land, house, greenhouse and barn. 4 acres. 50 fruit trees; 3,000 tomatoes grown in the greenhouse.

Personal Property:

Beds, tables, chairs, sewing machine (pedal), carpenter's tools, garden tools, steel bath and water tank, fencing foils, mask, furnishings for four rooms.

In connection therewith I have to report as follows:

1. Location:

This farm property consists of 3.03 acres at the corner of Argyle Street and 11th Avenue, Port Alberni, B. C., with a four-room cottage, greenhouse and outhouse, and is only a few minutes drive from the Post Office.

2. Land and Buildings:

The property is known as Lot "A" of Lot 1, Alberni District, Plan 3260, and is advantageously situated, being on one of Port Alberni's main streets, with water and electric light. The land is all cleared and the soil is good. There are about 50 fruit trees, mostly apples, approximately half of which are about ten years old and are bearing. The property has the shape of an isosceles triangle and is fenced on each side. It has a high situation and commands good views of the surrounding mountains. The house is a four-room shingled roof cottage with bathroom in which there is a water closet but no bath. The husband declarent stated that there was a steel bath but information given to me is that this was removed before evacuation. The house is built on cement blocks and is of frame construction. Inside, the walls and ceiling are of unpainted lumber in rather a rough state, the owner having built part of the house himself. The rooms and dimensions are as follows:

Living-room	(12' x 11')	(Recent)
Bedroom	(12' x 11')	(Recent)
Bedroom	(10' x 10')	
Kitchen	(10' x 10')	
Bathroom	(5' x 6')	(Recent)
Scullery	(4' x 6')	

The main part of the house has been built within the past year and consists of the rooms marked "recent".

The greenhouse is about 20 feet wide by 110 feet long. The sides are about 4 feet high, the roof (of glass) sloping up to about 8 feet high. It is heated by two drum stoves. It is kept under padlock when the tenant, Mr. Joubert, is absent, he having the key.

The barn is about the size of a one car garage and could be converted into one with little expense.

The dwelling house, greenhouse and barn are adjacent to each other and are near the corner of Argyle Street and 11th Avenue.

2. Land and Building: (continued)

The assessed value of the land and improvements is as follows:

Land	$ 500.00
Improvements	$ 450.00

Taxes amounting to $41.29 for 1941 and $44.62 for 1942 are not paid. The estimated sales value is between $2,500.00 and $3,000.00.

3. Personal Property:

From information given to me by the present tenant - Mr. Ernest Joubert - the declarents disposed of their personal belongings prior to evacuation with the exception of the following which have little value:

2 Beds with springs and mattresses
1 Small kitchen range
1 Small heater.

The tenant stated that he was given the use of these.

There are approximately 800 tomato plants being forced in the greenhouse. Turner Brothers Ltd. have informed me by letter that Mrs. Nishi agreed to rent the property for the duration to Mr. Ernest Joubert at $5.00 per month and that he will look after the greenhouse, sharing the profit on a 50-50 basis. I am informed by Mr. Joubert that any plants over and above the 800 in the greenhouse must have been sold by the Nishis before evacuation. There were 40 used flats on the premises, apparently the property of the Nishis. These have small value.

Turner Brothers Ltd. have further informed me that there is no written lease, but Mr. Joubert on the 17th March 1942 signed a letter agreeing to pay the above-mentioned rent. Turner Brothers Ltd. have received from Mr. Joubert the sum of $50.00 to be given to the Nishis before evacuation should they need it. They made no application for it, however, and it stands to the credit of the Nishis on Turner Brothers Ltd. books and will be applied on the rent.

3. Personal Property: (continued)

The tomato crop will be marketed before the end of June, the returns from which will be then known. The writer saw the growing plants which appear to be in good condition and well tended.

I have no means of confirming the debt due from Kametaro Iwasaki amounting to $100.00.

4. Insurance:

The following policy of insurance is in force:

Assured - The Custodian of Enemy Property, on behalf of Fumiko Nishi.
Amount - $600.00.
Covering - Dwelling House.
Expiring - 20th April 1945.
Premium - $4.80 (three years).
Company - Ohio Farmers Insurance Company of LeRoy, Ohio.
Policy No. - B. C. 1591.

This is a non-board company. Turner Brothers Ltd. effected this insurance when they were advised by the board company previously carrying this risk that the policy was cancelled.

5. Liabilities:

This should be Takeshita see letter received 30th Oct 1942 from Kazuo Takeshita in file #1494

These are recorded by the declarants as follows:

Husband: Owing to Mrs. T. Takesluta for greenhouse - $1,200.00.

Wife: $320.00 to Mr. Ernest Joubert, Port Alberni. Balance on property.

10 11 42

In respect to the first item: Turner Brothers Ltd. have shown me a letter signed by Mrs. Fumiko Nishi dated 13th March 1942 reading as follows:

"Turner Brothers Ltd.,
Port Alberni, B. C.

"Further to our conversation in which I requested you to look after my property for me, should you sell this property the amount of $1,200.00 is to be paid to Kazao Takeshita, which is to be deposited at the Bank of Montreal, Port Alberni, B. C."

You will note that the husband acknowledges the debt while the wife disposes of it. You will also note that the husband mentions Mrs. T. Takesluta whilst the wife mentions Kazao Takeshita. The latter name is probably correct although I have no means of confirming it or the relative liability, or ascertaining how this liability is to be liquidated.

Takeshita

5. Liabilities: (continued)

In respect to the second item: I have seen a copy of an Agreement for Sale dated 17th April 1941 between Ernest Joubert and Mrs. Fumiko Nishi, the consideration of $800.00 being met by the payment of $400.00 cash and the balance at the rate of $10.00 per month. The payments of $10.00 were made for the first eight months but nothing has been paid since 6th November 1941. The agreement states that interest shall be computed at 5% on overdue payments.

I have ascertained that in addition to the stated liabilities and the taxes as mentioned, there is an account due to R. H. Ormond, Plumber, Port Alberni, B. C., in the sum of $29.55. Mr. Ormond did not know what happened to the bath and said that when he was in the house before the owners were evacuated he noticed that the bath was not there. The disconnection looks like an amateur's job and may have been done by Hidetaro Nishi.

6. Recommendations:

I recommend:

1. That Turner Brothers Ltd. be confirmed in their appointment as agents for this property and that they be instructed to check the accounts of the tomato operations to see that the proceeds are reasonable and that they receive the full share as agents for the Nishis.

2. That from the share received, the back payments on the agreement be met, together with any interest accruing thereon.

3. That the tenancy of Ernest Joubert be approved.

4. That an undated conveyance be obtained from the vendor, Mr. Joubert, this to be held in escrow by Turner Brothers Ltd. and to be registered by

6. Recommendations: (continued)

4. them when the Agreement for Sale has been consummated.

5. That Kasao Takeshita be communicated with to confirm the liability of $1,200.00 and to ascertain how this is to be paid.

Yours faithfully,

HGHinton

HCH:LMS

Form No. 111Pn., Agreement for Sale of Land — Diggon-Hibben, Law Printers & Stationers, Victoria, B. C.

This Agreement,

made in duplicate this seventeenth day of April in the year of our Lord one thousand nine hundred and forty one

BETWEEN

ERNEST JOUBERT, of the city of Port Alberni, Province of British Columbia,

Name, Address and Occupation of Parties

hereinafter called the "Vendor" of the one part

AND

TADAO TAKISHITA and FUMIKO NISHI, of the said city and province

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 city of Port Alberni, Province of British Columbia, better described as Lot "A" of Lot One (1), ALBERNI DISTRICT, Plan 3260

TOGETHER with all the privileges and appurtances thereto belonging at or for the price or sum of Eight Hundred Dollars ($800.00) of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Four hundred dollars ($400.00) on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: that is, the sum of Ten dollars ($10.00) each and every month until the full balance of principal is paid, the first of such payments to be made on the 17th day of May, 1941 ----------

any overdue payments of

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of five per cent per annum, payable quarterly

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, 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 purposes 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 the Esquimalt and Nanaimo Railway Company Limited.

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

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

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

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

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

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

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:

Ernest Joubert

Signature of Witness R.A. Turner

Street Address

City Port Alberni BC

Occupation Broker

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA
TO WIT:

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

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

Sworn before me at
in the Province of British Columbia, this
day of , 193

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

FOR MAKER (INCLUDING MARRIED WOMAN)

I Hereby Certify that, on the seventeenth day of April 1941, at the city of Port Alberni, in the Province of British Columbia, Ernest Joubert (~~whose identity has been proved by the evidence on oath of~~ ~~witness~~) 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 Port Alberni in the Province of British Columbia, this 17th day of April in the year of our Lord one thousand nine hundred and forty one

R.A. Turner

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

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

A Justice of the Peace in and for the Province of British Columbia

FOR ATTORNEY

I Hereby Certify that, on the day of 193 . at in the Province of British Columbia (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 who subscribed the name of to the annexed instrument as the maker thereof, that the said is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said knows the contents of said instrument, and subscribed the name of the said thereto voluntarily as the free act and deed of the said under authority of a power of attorney which has not been revoked.

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

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

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

GORDON M. CAMPBELL
BARRISTER & SOLICITOR
PORT ALBERNI B.C.

FOR SALE OF LAND

Agreement

APRIL 17th, 1941.

ERNEST JOUBERT

AND

TADAO TAKISHITA
and
FUMIKO NISHI

Acknowledgment of Officer of Corporation

I Hereby Certify that, on the day of , 19 , in the , in the Province of British Columbia, (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 of who subscribed his name to the annexed Instrument as , and that he is the person of the said and affixed the seal of the to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia

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

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

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

DATE PAID	PRINCIPAL	INTEREST	PAID TO
Apr 17/41	400—		~~Sept 8/41~~ 400 —

3614

16th May, 1942.

Messrs. Turner Brothers Ltd.,
Port Alberni, B.C.

Dear Sirs: Re: Mrs. Hidetaro NISHI
4 acres land, house, greenhouse
and barn, situated on corner of
Argyle St. & 11th Ave. Port Alberni, B.C.

The care of this property is now being vested in the Custodian. This will be your authority to act as rental agents for this property on our behalf. We understand the property is now under rent to one, Ernest Joubert, for $5.00 per month and a fifty-fifty profit sharing basis of the greenhouse crop with Nishi, and also that you have been paid $50.00 in advance against this rent.

You will, therefore, kindly continue to look after this property, rendering to this office monthly statements with your remittance covering same.

Please acknowledge receipt of these instructions, and oblige

Yours truly,

R. P. Alexander
Assistant Manager

CCR:ND

Dower

Turner Brothers Ltd.

REAL ESTATE-INSURANCE-INVESTMENTS-BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
MAY 26 1942

May 23rd, 1942.

ack 26/5

Mr. R. P. Alexander,
506 Royal Bank Building,
Hastings & Granville,
Vancouver, B. C.

Dear Sir:

Re Mrs. H. Nishi, File 3614. Cut Shears

Referring to yours of the 16th, we thank you for appointing us rental agents for the property. Mr. Joubert made arrangements with Mr. Nishi before he left Port Alberni to look after his property, including the green-house crop. Mr. Joubert was to pay $5.00 a month, and to work on a 50/50 profit sharing basis with Mr. Nishi. We have received $20.00 from Mr. Joubert, rent payable in advance.

We have been up to the premises several times, and Mr. Joubert is looking after the property very well. We have known this gentleman for a number of years, and he is a highly respected, honest citizen. While Mr. Minton was in Port Alberni he also looked over the property, and he was quite satisfied with the arrangements that Mr. Joubert had made. However, we will continue to keep an eye on the property, especially at the time that the tomatoes will be sold.

When Mr. Nishi left he owed Mr. George Shead $21.50 for wood, and he signed an order to us to pay over this amount. We would like to know if it is in order for us to pay this account.

Yours faithfully,

TURNER BROTHERS LIMITED.
per

R. P. Turner

RT/IG

3614

June 24, 1942.

Messrs. Turner Brothers Ltd.,
Port Alberni, B. C.

Dear Sirs:

Re: NISHI (Fumiko) Mrs. Hidetaro.

We duly received your letter of May 23 in connection with the above which, we regret, has not been replied to earlier. We note that you consider Mr. Joubert is looking after the property in a satisfactory manner, and in due course, shall be glad to receive your report on the result of the sale of the tomato crop shortly to be marketed.

Respecting the rent received from Mr. Joubert and the 50/50 profit sharing arrangement between Nishi and Joubert, you understand that in due course, these monies are to be paid to this office on the lines indicated in the attached circular letter #41. We understand that apart from about $320 being due to Mr. E. Joubert representing the balance of an agreement for sale on the property, there is owing to Mr. Kazuo Takeshita (or Mrs. T. Takesluta, it is not clear which of these names is correct) the sum of $1200 for greenhouse.

Have you any information regarding this liability, if so, we shall be glad to receive full particulars as to repayment, etc.

Yours truly,

R. P. Alexander,
Assistant Manager.

RPA:MA
Enc.

1.

Port Alberni B.C,
Oct 19/42

Messrs Turner Bros Ltd
Port Alberni, B.C

RECEIVED
OCT 21

Dear Sirs:-

In answer to your enquiry
Dated Oct 13/42:- re statement for Tomatoes
Sold for Mr. Nishi:-

Amount Tomatoes Sold.-
65 Crates $127.00

Expense 114.20
12.80

Yours Truly

Ernest Loukes

Turner Brothers Ltd.

REAL ESTATE - INSURANCE - INVESTMENTS - BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

October 23rd, 1942.

Mr. F. G. Shears,
Custodian of Alien Property,
506 Royal Bank Building,
Vancouver, B. C.

Dear Mr. Shears: Re: Mrs. Fumiko HIDETARO
File No. 3614

We herewith enclose statement which we received from ~~Mr. Ernest Joubert~~ who is renting the property owned by the above mentioned Japanese which we trust you will find in order. You will note that there is just $12.80 coming from the proceeds of the sale of the tomatoes.

Yours very truly,

TURNER BROTHERS LIMITED

per R H Turner
on Leave Thomas

RT:JT
encl.

Milson

Turner Brothers Ltd.

REAL ESTATE-INSURANCE-INVESTMENTS-BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
NOV 30 1942

Nov. 28th, 1942.

The Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Mr. Milson:

Re: NISHI, Fumiko (Mrs. Hidetaro)

Referring to your File No. 3614, November 16th, we received $50.00 on account of rent paid in advance from Mr. Joubert last March. According to his statement, he owes $12.80 and we have written to Mr. Joubert to let us have this amount. We will remit the amount in full just as soon as we collect from him.

Enclosed please find a Declaration signed by Mr. Shead covering the account of $21.50 for Wood. If it is in order to pay this account kindly let us know.

Yours very truly

TURNER BROTHERS LIMITED

per R. H. Turner

RT:JT
Encl.

3614

December 18, 1942

Messrs. Turner Bros.
Port Alberni, B. C.

Dear Sirs:

Re: NISHI, Fumiko (Mrs. Hidetaro)

We are in receipt of your November rental statement and also cheque for rentals in connection with Mrs. Nishi's property, for which we thank you.

We understand that there is a balance due Mrs. Nishi of $12.80 from the sale of the tomato crop. Would you please endeavour to collect this amount and remit it to us.

Yours truly,

G. D. Milsom
Administration Department

GDM/GH

May 16, 1943.

MEMORANDUM.

File No. 3614. NISHI, Fumiko (Mrs. Hidetaro) Reg. No. 07623.

Port Alberni, B.C.

This file is an example of a Rural Property sold to a private individual.

The file deals with Real Property held by an Evacuee under an Agreement for Sale. Advertised for sale by the Custodian as No. 716 in the Additional Catalogue on June 15th, 1944, but not sold until June, 1945.

Chattels on the premises were either shipped, sold, or abandoned as unsaleable.

Final funds remitted and acknowledged without comment.

This file returned from Ottawa, June/47.

3614.

July 3rd, 1943.

Messrs. Turner Bros. Ltd.,
Port Alberni,
B. C.

Dear Sirs:

Re: Fumiko (Mrs. Hidetaro) NISHI - Rec. 07623.

We are in receipt of your letter of the 25th ultimo enclosing tax notice for $44.62, representing 1943 taxes on the Port Alberni property of the above Evacuee.

Our records show that the property in question (Lot "A" of Lot 1, Alberni District, Plan 3260--corner of Argyle Street and 11th Avenue), was sold by Ernest Joubert to Mrs. Fumiko NISHI under an Agreement for Sale dated 17/4/1941, $400.00 of the sale price of $800.00 being paid in Cash, the balance, plus interest at 5%, being payable at the rate of $10.00 per month.

Our records are incomplete without a copy of this document and we would be obliged if you would obtain one from Mr. Joubert, together with a statement showing subsequent payments and balance still outstanding.

We note that the Vendor is renting the property at $5.00 per month. The last remittance received from you was for rent to 17/12/1942. We require rents to be remitted regularly. Please bring the position up to date, including profit on last year's tomato crop.

When replying, also please let us know, if you have the information, who paid last year's taxes. The 1943 tax notice just received from you shows no arrears of taxes.

Yours very truly,

R. G. Ball,
Administration Department.

RGB/P.

Turner Brothers Ltd.

REAL ESTATE. INSURANCE. INVESTMENTS. BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

3614

EVACUATION SECTION
Rec'd JUL 19 1943
File No.
Ans.
Referred Bill

July 16th, 1943.

Custodian,
Royal Bank Bld.,
VANCOUVER, B.C.

Dear Sirs: Re: File No:3614 Reg. No: 07623

Referring to your letter of July 3rd we herewith enclose copy of agreement of sale between Mr. Jouber and Mr. Nishi.
The 1942 Taxes and 1943 Taxes were paid by Mr. Joubert.

The Japanese has paid $460.00 on this agreement of sale, being the down payment and 6 monthly payments, the amount left owing is $340.00.

Last years profit from the tomato crop was $12.00 being $6.00 for Mr. Joubert and $6.00 for Mr. Nishi. When Mr. Joubert took on the place there was $4.50 outstanding water accounts which he paid.

We will remit this money together with the money received for rent to date at the beginning of the month with our other statements if this is satisfactory.

Yours very truly,

EW:JT

TURNER BROTHERS LTD.

Per: Edward

P614

3614

August 2, 1943.

Turner Brothers Limited,
Port Alberni, B.C.

Dear Sirs: Re: Tadao TAKISHITA and Fumiko NISHI

With reference to our letter of July 3rd and your reply of July 15th enclosing copy of an agreement for sale given by Ernest Joubert to the above named Japanese covering the following property:

Lot "A" of Lot 1, Alberni District,
Plan 3260,

dated April 17, 1942.

On the copy of the agreement which you sent in the name Tadao Takishita and the word "and" have been stroked out in lead pencil, and the confirmation of ownership in the Land Registry Office shows that this property is registered in the name of Fumiko Nishi(Mrs. Hidetaro). Apparently there was another agreement covering the same property or the name Tadao Takishita and the word "and" have been properly eliminated and initialled on the agreement.

Will you please let us know by return mail what interest Tadao Takishita had in this property, and if he has, to your knowledge, any interest in any other property in your vicinity.

In the meantime we are keeping this document until we hear from you and then we shall return it. Thanking you in advance for your co-operation, we are

Yours truly,

(D.A. Cramer)
for Ian Macpherson
Title Examiner

DAC:FL

Turner Brothers Ltd.

REAL ESTATE, INSURANCE, INVESTMENTS, BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

2614

August 4, 1943.

EVACUATION SECTION
Date AUG 5 1943
File
Reg
Cramer

Mr. D. A. Cramer,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Tadao TAKISHITA and Fumiko NISHI

Referring to your letter of the 2nd, File No. 3614. This Agreement was originally drawn up in the two names after which Tadao Takishita did not have any interest in the property and we have a letter in which he signs off. As far as we know Tadao Takishita has no further interest in any property in Port Alberni.

Yours very truly,

TURNER BROTHERS LIMITED

Per: R Heard

RHT:JT

1494 & 3614.

November 16th, 1943.

Mr. Kasuo TAKESHITA,
Registration No. 07536,
c/o Mr. Alex Putici,
Tabor, Alta.

Dear Sir:

Re: Hidetaro NISHI - Reg. 07622 (File No. 1396).

We are in receipt of your letter of the 8th ultimo asking for information regarding the present position of the greenhouse on the land owned by Fumiko (Mrs. Hidetaro) NISHI.

It is not clear from our records whether this greenhouse belongs to Mr. or Mrs. NISHI. The property is held under an Agreement for Sale from Ernest Joubert to Mrs. Fumiko NISHI and the property, including the greenhouse, is carried in her file (No. 3614), and we shall be glad to hear from you if this is not correct.

Before leaving Port Alberni, Mrs. Nishi agreed to rent the property to Mr. Ernest Joubert (from whom she purchased it) at $5.00 per month and any surplus from this meagre rent is going to reduce the outstanding balance of Agreement for Sale, which at present stands at $340.00, plus interest @ 5%.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

34

a Mrs. Nakabayashi called 14 Dec. + stated Joubert is paying $15/- (10 Pound to Agt/Sales)

Turner Brothers Ltd.

REAL ESTATE - INSURANCE - INVESTMENTS - BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

Dec. 21st/43

EVACUATION SECTION
Rec'd DEC 28 1943
File No. 3614
Ans.
Referred Bell
and Bryan

The Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Nishi - Reg. #07623

Referring to yours of November 16th, File No. 3614, we got in touch with Mr. Joubert and he sold the property for $800.00 with a down payment of $400.00. Since the Agreement was drawn up there is a payment of $60.00 leaving a balance of $340.00 owing. The Agreement was drawn up on the 17th of April, 1941 and there is interest at 5% owing. Mr. Joubert paid the 1941-42 taxes which amounts to $86.00.

We have written to you several times regarding an account for $29.55 which is due Mr. Ormond, the plumber. This is for fixtures which were installed before the Japanese left. As this amount is long overdue, we are paying Mr. Ormond the amount owing.

Yours very truly,

TURNER BROTHERS LIMITED

Per: R.H. Turner

RHT:JT

EVACUATION SECTION
Rec'd DEC 30 1943
Referred

Lethbridge, Alberta.
December 23, 1943.

Mr. M.L. Brown, Office Manager, Vancouver, B.C.

Re: Hidetaro Nishi #07822, Cust. File #1326
Kazu Takeshita #07536, Cust. File #1426 & 5614

With reference to your letter dated November 16th regarding transaction involving sale of property and a counter-balance rental as between the Nishi's and the Takeshita's.

Mr. Kazue Takashita and mother give the following facts for the Custodian's consideration. They state that Mrs. Takashita lent the Nishi's $300.00 at 2% interest on April 1st, 1941 for the purpose of enabling the Nishi's to purchase the property consisting of a 4 roomed house and greenhouse from Mr. Ernest Joubert; then later, on August 6, 1941, the previous loan being insufficient for this purpose, they augmented by a further loan of $300.00 which was effected by way of a note through the Bank of Montreal, Port Alberni. Apparently this later note was not met by the Nishi's and as a consequence Mrs. Takashita had to pay the note to the bank.

There was a further indebtedness incurred by the Nishi's to the extent of $20.00 for flooring supplied at the expense of the Takashita's for the building concerned.

At the time of evacuation it was arranged by the Nishi's that they hold at least provisional title to the property, when the property, both the house and greenhouse should be rented to Mr. Joubert for $15.00 a month and not for $5.00 a month as stated in the Custodian's letter from information supplied by the Nishi's or the Jouberts. It would seem, from what I am informed that the Custodian should have no difficulty in having the rental changed to the correct valuation of $15.00 per month if based on the Capital return for the investment concerned. Mrs. Takashita and family are anxious to get some return from the indirect

3614.

January 7th, 1943.

Messrs. Turner Bros. Ltd.,
Port Alberni,
B. C.

Dear Sirs:

Re: Fumiko (Mrs. Hidetaro) NISHI - Reg. 07623.

We are in receipt of your letter of the 21st ultimo regarding the Port Alberni property of the above Evacuee, whose Ledger account is limited to the following entries:

28/8/1942	Insurance premium	$4.80	
7/12/1942	Rent		$50.00
"	Your Commission	$2.50	

This rent was received by you some time prior to 23/5/1942, when you advised having received $50.00 as payment in advance at the rate of $5.00 per month. It is not clear from your December statement exactly what period this covered but a statement on file shows $400.00 (50% of purchase price of property) to have been paid by Fumiko NISHI to Ernest JOUBERT on 17/4/1942 and $10.00 (First payment of balance as per Agreement of Sale) on 17/5/1942, and we therefore assume that the Vendor having taken over the premises as Tenant commenced making the agreed payment of $5.00 per month as from 17/6/1942, which would bring payments up to 16/4/1943.

We require our Agents to submit regular rental statements covering the properties under their care, and we also require all monies received to be remitted to this office with equal regularity and promptness. This has not been done and your handling of this property leaves much to be desired.

Under date of 19/10/1942 Mr. Joubert advised you that the gross proceeds realised from the Tomato crop was $127.00
That expenses amounted to $114.20
Leaving a net profit of $ 12.80

half of which, $6.40, was for account of Mrs. Nishi.

In reply to a request for information on the position of this account you wrote on 15/7/1943 reporting that Mr. Joubert had paid 1942 and 1943 taxes, and promised to remit rents up to date at the beginning of August. This

3614.

January 7th, 1943.

Messrs. Turner Bros. Ltd.,
Port Alberni,
B. C.

Dear Sirs:

Re: Fumiko (Mrs. Hidetaro) NISHI - Reg. 07621.

We are in receipt of your letter of the 21st ultimo regarding the Port Alberni property of the above Evacuee, whose Ledger account is limited to the following entries:

28/8/1942	Insurance premium	$4.80	
7/12/1942	Rent		$50.00
"	Your Commission	$2.90	

This rent was received by you some time prior to 23/5/1942, when you advised having received $50.00 as payment in advance at the rate of $5.00 per month. It is not clear from your December statement exactly what period this covered but a statement on file shows $400.00 (50% of purchase price of property) to have been paid by Fumiko NISHI to Ernest JOUBERT on 17/4/1942 and $10.00 (First payment of balance as per Agreement of Sale) on 17/5/1942, and we therefore assume that the Vendor having taken over the premises as Tenant commenced making the agreed payment of $5.00 per month as from 17/6/1942, which would bring payments up to 16/4/1943.

We require our Agents to submit regular rental statements covering the properties under their care, and we also require all monies received to be remitted to this office with equal regularity and promptness. This has not been done and your handling of this property leaves much to be desired.

Under date of 19/10/1942 Mr. Joubert advised you that the gross proceeds realized from the Tomato crop was $127.00
That expenses amounted to $114.20
Leaving a net profit of $ 12.80

half of which, $6.40, was for account of Mrs. Nishi.

In reply to a request for information on the position of this account you wrote on 15/7/1943 reporting that Mr. Joubert had paid 1942 and 1943 taxes, and promised to remit rents up to date at the beginning of August. This

remittance was not forthcoming and when writing you on 16/11/1943 requesting you to give the matter your immediate attention we included a request for a full statement of the position of the Agreement for Sale. We had to remind you of this request on 15/12/1943 and your letter under acknowledgment is unsatisfactory for it does not give required particulars of Agreement for Sale payments nor does it enclose rental statement and remittance.

The whole position is in need of clarification and as you are handling the interests of both parties to the Sale/Purchase agreement you should be in a position to supply promptly the information needed.

The $5.00 per month being paid by Mr. Joubert as tenant does not cover interest and taxes, and while we note that Mr. Joubert is paying the latter this is not in accordance with any agreement or understanding of which we have any record. On the other hand we have recently been assured by a friend of Mrs. Nishi that in addition to the $5.00 paid by Mr. Joubert he would write off $10.00 per month against the Agreement for Sale (which would be equivalent to maintaining payments at the agreed rate) and this information agrees with a statement made by the Creditor having the largest registered claim on file. Please make this point quite clear in your reply.

With regard to claims, we note that you have paid Mr. Ormond's claim ($29.55). We have not authorised this payment and do not do so now for Mr. Ormond does not hold a preferred position over other creditors who have registered claims on file, all of which must receive the same treatment as and when funds become available.

We hope to receive your early reply, together with statement of account and remittance.

Yours very truly,

R. G. Ball,
Administration Department.

RGB/P.

Turner Brothers Ltd.

REAL ESTATE-INSURANCE-INVESTMENTS-BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

EVACUATION SECTION
Rec'd JAN 20 1944
File No. 9617
Ans.
Referred Ball

Jan. 18th/44

The Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Fumiko (Mrs. Hidetaro) NISHI
Reg. No. 07623

In reply to yours of the 7th. We got in touch with Mr. Joubert today and he mentioned that he definitely made arrangements with Mrs. Nishi to rent the property at $5.00 a month and that Mr. Joubert was to pay the water charges. He also made arrangements with Mrs. Nishi to look after the tomato crop and that he would look after the sale of the crop, and, after the total expenses being deducted, each to receive 50% of the profit. The profit due to Mrs. Nishi is $6.40.

Baker

We have made out a statement of Mr. Joubert's rental account and you will note that Mr. Joubert paid $87.15 Taxes. He also paid $77.00 to us in cash which makes a total payment of $164.14 to apply on rent. On the other hand, his rent at $5.00 a month commencing on March 17, 1942 to February 17th, 1944 - 23 months, which equals $115.00 plus $6.40 credit to Mrs. Nishi for the tomato crop which makes a total which Mr. Joubert owes at $121.40. This leaves a credit balance in favour to Mr. Joubert of $42.75 as per statement enclosed.

no statement (as usual)

Taxes 64.62
Int. 17 —
Ins. "

Regarding the Agreement of Sale dated the 17th of April, 1942, purchase price $800.00 with a down payment of $400.00 which Mrs. Nishi paid to Mr. Joubert direct. We have received $80.00 up to date on account as per the statement enclosed. Mrs. Nishi owes the balance of principal plus the interest. We have already mailed you a copy of the Agreement of Sale some time ago.

These figures do not agree with those in Ltr. of 21st Dec.

Regarding Mr. Ormond's account. Before the Japanese, Mrs. Nishi, left, she instructed us to pay this account to Mr. Ormond. This was for installing

Turner Brothers Ltd.

REAL ESTATE-INSURANCE-INVESTMENTS-BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

toilet etc. We have received four or five accounts from Mr. Ormond and have forwarded them on to your office for approval. As we got no satisfactory answer, we paid the account.

We have had a great deal of extra trouble and work in connection with attending to the Japanese business which has really nothing to do with the collection of rents for which we only receive 5%. Up to date we have made no extra charges to cover our extra work.

9 ? Not confirmed by owner on files.

Yours very truly,

TURNER BROTHERS LIMITED

Per: R.H. Turner

RHT:JT

c.c. to Mr. H. G. Hinton.

No statement enclosed. Rs

3614.

See report by Wright
News Greer
Mrs. Mears.
Dr visit to P.A Feb '44

January 31st, 1944.

Messrs. Turner Bros. Ltd.,
Port Alberni,
B. C.

Dear Sirs:

Re: Fumiko (Mrs. Hidetaro) NISHI - Reg. No. 07623.

We are in receipt of your letter of the 18th instant and note that Mr. Joubert has advised you that his arrangement with Mrs. Nishi is that he pays $5.00 per month as rent, and that he pays water rates, but not taxes.

You further state that you have received $80.00 against the outstanding balance of Agreement for Sale. This does not agree with your letter of the 21st ultimo and as the statement you refer to was not enclosed with your letter, we are unable to check your figures.

The position remains obscure. The $5.00 per month being paid by Mr. Joubert as Tenant, does not cover minimum carrying charges on the property, represented by Taxes ($44.62), Interest (say $17.00) payable to Mr. Joubert himself as Vendor, Insurance, etc., to say nothing of interest on the $1200.00 borrowed by Mrs. Nishi from Mrs. Tsue TAKESHITA (File 2638) or her son, Kazuo TAKESHITA (File 1494) to enable her (Mrs. Nishi) to purchase the property (or that part of it represented by the greenhouse).

Evidence on file does not support your complaint that you have had a great deal of extra trouble and work with Japanese properties, but this file does show that we have not received from you the regular clear statements we expect, and usually receive, from our Agents. In this particular case Mrs. Nishi placed this property in your hands, and Mr. Joubert presumably did the same as he has referred us to you for information, and consequently you should be in the best possible position to supply us with all the information we should have to keep our records accurate and up-to-date.

We are writing to Mrs. Nishi for her views on the arrangements made with Mr. Joubert as the B. C. Security Commission advise us that Mr. TAKESHITA (the Creditor referred to above) confirms that the arrangement between Mrs. Nishi and Mr. Joubert involved the payment of $15.00 per month and not $5.00.

Yours very truly,

R. C. Bell,
Administration Department.

RCB/P.

3614.

February 1st, 1944.

Mrs. Fumiko NISHI,
Registration No. 07623,
Lemon Creek,
Slocan, B. C.

Dear Madam:

Re: Lot "A" of Lot 1, Alberni District, Plan 3260.

Our records show that you purchased the above property from Ernest Joubert under an Agreement for Sale dated 17/4/1941, the price being $800.00, of which $400.00 was paid in cash, the balance, plus interest at 5%, being payable at the rate of $10.00 per month commencing 17/5/1941.

To enable us to check, and where necessary correct, our records, we require full and accurate answers to the following questions connected with this transaction:

(1) How many payments have been made against balance of purchase price, and how much of that balance is outstanding today?

(2) When you were evacuated from Port Alberni you arranged for the Vendor, Ernest Joubert, to take over the premises as tenant, paying (A) $5.00 per month rent, and (B) water rates. Is this correct?

(3) If (2) above is correct, what arrangements were made for payment of the $10.00 per month due under the Agreement for Sale, and interest?

(4) What arrangements were made for payment of Taxes?

(5) Was the greenhouse on the property when you bought it, or did you build it subsequent to 17/4/1941?

(6) The file (1494) of Kazuo TAKESHITA shows that you borrowed $900.00 on 1/4/1941 and a further $300.00 on 8/8/1941. Was this money borrowed from Kazuo TAKESHITA or his mother, Tsue TAKESHITA (File 2638)?

(7) How much of the above total was spent on the above property, and to whom was it paid?

(8) How much of this debt still remains unpaid, and to whom must it be paid?

(9) Before leaving Port Alberni your arrangement was that Mr. Joubert would take

* verbal agreement to settle after war.

Mrs. Fumiko NISHI, Reg. No. 07623. February 1st, 1944.

over the Tomato crop and pay you half the net proceeds realized. We understand that (C) you left only 800 plants, (D) that these plants produced 65 crates, (E) that 30 crates were sold @ $2.40; 20 crates @ $2.00; 15 crates @ $1.00, a total of $127.00, (F) that expenses amounted to $114.20, leaving a net profit of $12.80 for division on a 50-50 basis. Is this correct?

Your co-operation in giving prompt and complete replies to these questions will be appreciated.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

P.S. We have your undated request to forward you certain household effects and we enclose our Form 107, which shows clearly the procedure to be followed to obtain these articles.

COPY

BRITISH COLUMBIA SECURITY COMMISSION

Lemon Creek, B. C.
February 9th 1944

Mr M.L.Brown, Office Manager,
Vancouver, B.C.

Re: Fumiko (Mrs Hidetaro) NISHI #07623

We are in receipt of a letter from the Office of the Custodian asking that we secure certain information in connection with property owned by the above mentioned.

We have interviewed this woman and are setting forth answers to the question as asked for by the Custodian.

1. She is unaware as to how many payments has been made, but there was $320.00 outstanding on the balance of the purchase price at December 31st 1941.

2. Arrangement with the vendor was that he pay $5.00 rent per month and water rates.

3. The vendor pay $10.00 month

4. The vendor had to pay taxes.

5. The greenhouse was built subsequent to 17/4/41.

6. The money was borrowed from Tsue Takeshita(File 2636)

7. Mrs Nishi claims that all the money borrowed was spent on improving the property but she has no record as to whom the money was paid.

8. $1000 of debt still remains unpaid. This amount has to be paid to Tsue Takeshita. Verbal agreement between Mrs Nishi and Mrs Takeshita is that the debt be settled after the war.

9. Question 9 is correct in its entirety.

(sgd) J.S.Burns

GORDON McL. CAMPBELL
BARRISTER-AT-LAW
SOLICITOR OF THE SUPREME COURT
NOTARY PUBLIC

SOLICITOR FOR:
City of Port Alberni
Canadian Bank of Commerce
Canadian Legion

105 2nd Avenue North
PORT ALBERNI, B.C.

EVACUATION SECTION
Rec'd MAY 15 1944
File No. 1936 & 3614
Ans.
Referred Bell

May 13, 1944

Department of the Secretary of State,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Some years ago Mr. Ernest Joubert sold to H. Nishi under Agreement for Sale certain property in this City of which, of course, you have a record under file # 1936-3614.

This property is now up for tender and I believe will be sold. Mr. Joubert has been living on the property and keeping it in proper condition and as your records will show there is a certain amount of principal, interest and other remuneration owing to Mr. Joubert. There is a green-house situated on the lot and the glass was severely damaged last year by dogs and by crows and seagulls dropping shells and rocks on it. He has repaired at his expense considerable amount of this and has planted 700 tomato plants which together with the fertilizer and labour would amount to about $150.00. Under the Wartime Prices and Trade Board Regulations, as you know, a tenant is entitled to six months notice upon the purchase of the property. Does this apply also in cases of property sold by your department? In this way he could, of course, get a return on his tomato plants and the labour he has done on the green-house. If it does not apply he might just as well stop watering or attending these plants, or working the and allow them to die. Would you please advise me concerning the six months notice by return mail.

Yours truly,

GMC:GEL

GORDON M. CAMPBELL

3614.

June 6th, 1944.

Mrs. Fumiko NISHI,
Registration No. 07623,
Lemon Creek,
Slocan, B. C.

Dear Madam:

We have today received from Mr. Ernest Joubert, the tenant as well as the Vendor of your Port Alberni property, a claim for work on the premises in June, 1941.

The claim reads as follows: "To 18 days carpenter work on premises situated on Parcel "A", Map 3620, Port Alberni, B. C. as instructed by Nishi at $6.00 a day, June, 1941——$108.00" less $10.00 received, leaving a balance of $98.00.

This is the first intimation we have had of this transaction and shall be glad to know what arrangements you made with Mr. Joubert in this connection and whether you approve of this account being registered as a claim against you.

We will not acknowledge the account until we hear from you and would, therefore, appreciate the courtesy of a prompt reply.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

07623

Fumiko Nishi
Lemon Creek
Slocan B.C.

EVACUATION SECTION
Rec'd JUL 13 1944
File No. 3614
Ans.
Referred [illegible]

Dear Sir

He had received a letter from Custodian about Ernest Jobert. He made arrangements with Mr. Joubert about a work of carpenter is in 1941 we bought a land from him and if we paid a tax for this year he said that will be alright for a work fare but the war started and we leave the place in march so we didn't paid the tax. But after he said he wants ten dollars so we gave to him. If we had to paid to him the tax is thirty eight dollars less ten dollars so we owed him only 28 dollars. He can't paid anymore than this.

Yours truly
Fumiko Nishi

3614

July 28, 1944.

Messrs. Turner Brothers Ltd.,
Port Alberni, B. C.

Dear Sirs: Re: Fumiko (Mrs. Hidetaro) NISHI.#07623

On the 2nd ultimo, you forwarded an account for $98.00 from Ernest Joubert, against the above Evacuee, being balance due for 18 days work at $6.00 per day, which he, both Vendor and Tenant, had done in June, 1941, for the above Evacuee as holder of his agreement for sale.

This is the first we had heard of this claim, and we passed it on to Mrs. Nishi for confirmation or correction. An undated letter received in reply reads, in part:

> "We made arrangements with Mr. Joubert about a work of carpenter is in 1941 we bought a land from him and if we paid a tax for this year, he said that will be alright for a work fare but the war started and we leave the place in March, so we didn't paid the tax. But after he said he wants ten dollars, so we gave to him. If we had to paid to him the tax is thirty-eight dollars, less ten dollars so we owed him only 28 dollars. We can't paid anymore than this."

and we have now received the following further comments from the British Columbia Security Commission:

> "Mrs. Nishi claims that they do not owe the account of $108.00 as claimed by Mr. Ernest Joubert, but she admits that she owes the balance of taxes outstanding on the property for 1941. The total amount of these taxes was $38.00 and against this sum Mrs. Nishi paid $10.00 which would leave a balance owing for taxes in the sum of $28.00.
>
> "As this family are on maintenance, there is not much hope for payment of the taxes as mentioned."

The joint inspection of this property, made by Mr.Turner and the writer on the 22nd instant, confirms a long held impression that the arrangements between Mr. Joubert and Mrs. Nishi at the time of the latter's evacuation call for clarification as they appear to be unreasonable and in need of revision.

Our records show:

(Over)

1. Ernest Joubert sold the property to the Nishis in April, 1941 for $800.00, of which he has received $470.00, leaving a balance still due him of $320.00, plus interest at 5 per cent.

2. The Nishis borrowed $1,200.00 to build a large greenhouse, presumably increasing the value of the property to that extent.

3. Mr. Joubert is paying the nominal sum of $5.00 per month for the full use of the property, including the greenhouse, which we noted is well stocked with tomato plants.

4. We understand that Mrs. Nishi assumed, and still expects, Mr. Joubert to give her credit for the $10.00 per month payable under their agreement for sale, in addition to the above $5.00 per month payable in cash. This would appear to be a logical arrangement, but we understand Mr. Joubert denies having entered into any such arrangement.

5. Mrs. Nishi, in her above letter, admits liability for the 1941 taxes and therefore for subsequent taxes, which we understand have been paid by Mr. Joubert, which appears to call for subsequent readjustment, if correct.

We regret that Mr. Joubert was not available when we called on him as such a meeting might have gone a long way towards clearing up these points. We understand you are acting for both parties and would be obliged if you would give us the benefit of your frank opinion on the situation, which is not satisfactory as it stands.

Yours truly,

RGB/FM

R. G. Bell,
Administration Department

Turner Brothers Ltd.

REAL ESTATE, INSURANCE, INVESTMENTS, BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

November 24th, 1944.

EVACUATION SECTION
Rec'd NOV 27 1944
File No. 3614
Ans.
Referred Bell

Mr. R. G. Bell,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Fumiko (Mrs. Hidetaro) NISHI, #07623

We have not been able to get Mr. Joubert to agree to the terms that the Japanese suggested. They evidently made their own arrangements so it is rather difficult for us. Mr. Joubert has discussed the matter with his lawyer, Mr. Gordon Campbell, and he claims that the arrangements still hold. We would suggest that you get in touch with Mr. Joubert direct.

Yours very truly,

TURNER BROTHERS LIMITED

Per : J Thomas

5/3/45: Mr. Turner telephoned to say he expected to submit an offer of $1100.- which he hoped would dispose of this problem [illegible]

RHT:JT

LEMON CREEK

November 22nd, 1944.

Dear Miss Stott:

Re: Property of NISHI Fumiko #07623 (wife)
and NISHI Hidetaro #07622 (husband)

About March or April of 1941, Mrs. Nishi entered into an Agreement of Sale with Earnest Joubert of Port Alberni, Vancouver Island for purchase of property, house, and acreage for $800.00, situated in that district. Cash payment of $400.00 was made at that time and arrangements made in Agreement of Sale to pay $10.00 per month to complete the purchase. These payments of $10.00 per month were made until December 1941, a total of $80.00, bringing total payments to $480.00, leaving a balance of $320.00 to be paid.

At time of evacuation, Nishi Hidetaro arranged with Earnest Joubert that the latter should take care of the property, paying a rental of $15.00 per month, $10.00 of which was to go towards monthly payment for purchase of property and $5.00 per month to be paid into the Custodian for Mrs. Nishi.

The only evidence Nishi is able to produce with regard to this arrangement is a letter signed by Mr. Joubertin which he states that he will take care of the property for Mrs. Nishi and pay $5.00 per month rent. Joubert also stated that he would endeavour to sell the tomato crop grown by Nishi in greenhouses erected by him on the wife's property. We have no information as to whether this was done. Mr. and Mrs. Nishi are under the impression that the $10.00 per month verbaly agreed to by Joubert has been placed against the purchase of the property. If this has been done, the property should now be paid for and the sale to Mrs. Nishi closed.

(cont'd.)

LEMON CREEK

(2) Cont'd.

In addition, we had a limited Custodian report in 1943 which stated that a claim for $1170.00 was owing by Mr. Nishi to Mr. Kazuo TAKESHITA. This $1170.00 was borrowed by Mr. Nishi for the purpose of building greenhouses and he admits the claim, however, he has no property in his name against which the claim can be made. The Agreement of Sale is in Mrs. Nishi's name. Mrs. Nishi is under the impression that there should be a credit with the Custodian for at least the $5.00 per month rental, agreed to in a letter by Earnest Joubert.

Yours truly,

Helena R. Guttridge

Helena R. Guttridge,

Welfare Manager.

HRG:ws

c.c. Office of the Custodian.

3614 & A/108.

March 9th, 1945.

Messrs. Turner Bros. Ltd.,
Port Alberni,
B. C.

Dear Sirs:

Re: Port Alberni properties.

We confirm our telephone conversation of this morning and are pleased to note that you are mailing offers on some of the properties under your care.

We regret you have not received the list of appraised values, promised for your guidance, and we give these below for the properties still unsold.

Cat. 708	File 1692	Mrs. Chieno KUROYAMA		$1400.00
" 709	" 1700	Sold		
" 710	" 10871	Sold		
	" (1490	Toshio TAKESHITA		$1450.00
" 711	" (1492	Tadao TAKESHITA		
" 712	" 1494	Kazuo TAKESHITA		$ 220.00
" 713	" 1634	Sold		
" 714	" 1708	Sold		
" 715	" 7032	Sold		
" 716	" 3614	Fumiko NISHI		$1000.00

We note that you have been discussing the last case (Cat. 716) with the tenant, who is also the Vendor, and for your information we enclose copy of a letter dated 22/11/1944, written by a B. C. Security Commission Welfare Manager on behalf of Mrs. Nishi, and outlining the position from her point of view.

There appears to exist a genuine misunderstanding between Ernest Joubert, unpaid Vendor and present tenant, and Fumiko (Mrs. Hidetaro) NISHI but the basic facts are not in question and an equitable adjustment should be possible. Both parties agree that the property was sold for $800.00, of which $320.00 remained unpaid at time of evacuation, plus interest at 5%. Further, both sides agree that the purchaser built a greenhouse (110' x 20') at a cost of $1170.00. And, finally, both sides agree that Mr. Joubert was to pay $5.00 per month in cash from date of Mrs. Nishi's evacuation. With regard to the point in dispute, without more evidence than has yet been produced by Mr. Joubert,

(Over)

Mrs. Nishi's contention appears logical and reasonable, i.e. that Mr. Joubert was expected to absorb the $10.00 per month payable (to himself) under the Agreement for Sale, in addition to the $5.00 per month payable in Cash, which latter is insufficient to cover carrying charges on the property, which is costing Mrs. Nishi $2,000.00.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.
Encl.

Turner Brothers Ltd.

REAL ESTATE, INSURANCE, INVESTMENTS, BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

March 12th, 1945.

EVACUATION SECTION
Rec'd MAR 14 1945
File No.
Ans.
Referred Bell (?)

The Custodian of Enemy property,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

Re: NISHI

Further to our letter of the 10th, we have received another offer from a client to purchase this property. It is a better offer than the first but our client is anxious to get possession so the deal hinges on whether he can get the property. We hope you can get the matter settled with Mr. Joubert. Mr. Joubert advises that he will move out as soon as a satisfactory settlement is arrived at.

Yours very truly,

TURNER BROTHERS LIMITED

Per: R H Turner

RHT:JT

File #1614

14th March, 1945.

MEMORANDUM

Re: Catalogue No. 716
Lot "A" of Lot 1, Alberni District, Plan 3260
Corner Argyle St. & 11th Ave., Port Alberni.

I telephoned Mr. Turner of Turner Bros., Port Alberni this afternoon in regard to the above property.

This appears to be a case of the Japanese word against that of Mr. Joubert. The chief difference being in regard to whether in addition to the payment of $5.00 per month rental, an amount of $10.00 per month should also be applied on the purchase price of the above property.

Mr. Turner thinks that for the first year when the tomato crop was being handled on a share basis that possibly the rental of $5.00 per month was all that was agreed upon, but that it may have been the intention for $10.00 per month to be allowed on the purchase price in subsequent years. This at least would be a more equitable arrangement. However, there appears to be nothing very definite to substantiate the contention of the parties involved.

I mentioned to Mr. Turner that the purchase price of the property was $800.00 and that the Japanese had erected a greenhouse which might possibly have cost over $1,000.-. Mr. Winter's total appraisal was for $1,000.-

I told Mr. Turner that I intended to take the matter up with the Advisory Committee under Judge Whiteside and I thought it would be desirable to secure another independent valuation. Mr. Turner agreed with this and mentioned that Mr. Ackland of the Port Alberni Shipping Co., and Mr. Peterson as being two very qualified and reliable Appraisers.

Mr. Turner is arranging for an appraisal to be made and the appraisal will be sent direct to the Custodian's Office for my attention.

F. G. Shears,
Director.

FGS/PMH

3614.
Cat. No. 716.

March 17th, 1945.

Messrs. Turner Bros. Ltd.,
Port Alberni,
B. C.

Dear Sirs:

Re: Fumiko (Mrs. Hidetaro) NISHI - Reg. No. 07623.
Lot "A" of Lot 1, Alberni District, Plan 3260.

We are in receipt of your letters of the 9th and 12th instant on the subject of the above property.

We also confirm our telephone conversation of this morning regarding a letter we have received from Mr. John Chalmer, and we are glad to have you confirm receipt of $2000.00, being the full amount of his offer for this property.

A sale on this basis would enable us to effect a more generous settlement of Mr. Ernest Joubert's claim, as outlined in your letter of the 9th, than might otherwise be possible and with a view to meeting the new prospective purchaser's requirement with regard to early possession, we have authorized you to offer Mr. Joubert a settlement on the following basis:

$320.00	balance of principal of Agreement for Sale
$161.00	taxes (supporting vouchers will be required)
$ 54.00	water for 3 years, as per your statement (we are passing this item which might otherwise have been difficult to uphold on the basis of a rent of $5.00 per month)
$535.00	total agreed to for prompt settlement—less:
$130.00	rent @ $5.00 per month from 17/3/1942 to 16/3/1945 = $180.00 less $50.00 received from you on 7/12/1942
$405.00	

Your statement shows only $105.00 due for rent but this amount does not agree with our ledger. As mentioned over the telephone we feel that the item of $98.00 representing a charge for Mr. Joubert's own labour for work done by him, of which he has been the beneficiary and not Mrs. Nishi, should not be included.

(Over)

We hope you succeed in effecting a settlement satisfactory to Mr. Joubert on the above lines. Such a settlement is made possible by the offer of $2000.00 for the property and is made subject to this transaction going through.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.

cc to Mrs Hannop.

P.S.: ~~Before we can pass~~ an offer on to Ottawa we need to know: (1) Full name in which prospective purchaser desires to have title registered, (2) present address, (3) occupation, (4) whether or not a British subject. In the case of a registered Company we also require (5) date of incorporation, or, if not registered, the information called for under (1) to (4) with regard to each partner. It is desirable that in all cases Agents supply this information as soon as possible.

Box 364,
Port Alberni, B. C.
March 12th/45.

B/1697
Cat. 706

Mr. Bell,
Custodian of Japanese Property,
506 Royal Bank Building,
Vancouver, B. C.

EVACUATION SECTION
Rec'd MAR 15 1945
File No.
Bell

Dear Sir:

Just a few lines hoping you are keeping fine. Since our talk in Vancouver office re Japanese property at Port Alberni, I sold the Kingsway and 1st Avenue properties to a Hindu man for $1500.00 for the former and $1450.00 for the latter and put it through your Custodian agent here, Mr. Turner, who is attending to the business.

B/1490
1492
Cat. 711

I got an offer for the Argyle Street property but they wanted immediate possession so I went up twice to see Mr. Joubert about getting out. Mr. Joubert told me the Jap owed him about $480.00 on a Mortgage and he won't leave till he gets settled up. I can hardly blame the man; however, I have left it in abeyance just yet.

B/2615
Cat. 716.

I saw Mr. Luckhurst and he thought the furniture went with the deal of the house. It is only worth about $35.00. The personal boxes in the attic consist of two boxes, one full of jam jars (empty and worth about .50¢) and the other containe common Jap dishes worth $1.00 not worth shipping. If Mr. Luckhurst does not go through with his deal, let me know as I can sell the property.

Hoping to hear from you, I remain,

Yours faithfully,

William Bacup

Called 20/3/'45: Stated he had another offer of $2050, on the Kashiwa prop. (B/3614) Turnbull sends it in (George Henry Green).

Rec'd MAR 21 1945
File No. 3644.
Ans.
Rem'd

Turner Brothers Ltd.

REAL ESTATE, INSURANCE, INVESTMENTS, BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

March 19th, 1945.

Lawyer, Victoria
Campbell, and ok
with advice to
"sit tight."

Mr. R. C. Bell,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:

Re: Fumiko (Mrs. Hidetaro) NISHI - Reg. #07623
Lot "A" of Lot 1, Alberni Dist., Plan 3260

Further to our phone conversation of Saturday and your letter of the 17th, we called on Mr. Joubert Saturday and Sunday but he was out. However, I got in touch with him this morning and explained the whole situation. He wanted a little time to think the whole matter over and promises to let me know, I rather think he wants to discuss this with his lawyer. However, I will drop you a line tomorrow and let you know what Mr. Joubert has promised.

We have the $2000.00 from Mr. Chalmer and Mr. Burnip is the gentleman who contacted him. I understand that Mr. Burnip is going over to Vancouver this morning on business and he mentioned that he was going to call on you.

Yours very truly,

TURNER BROTHERS LIMITED

Per: R.H. Turner

RHT:JT

Mr. Burnip called Mrs. (Jos). He also having another buyer @ $2050. Also he would see Joubert's lawyer on his return to P.A. on Wed., as he felt sure he could ensure an early settlement.

Turner Brothers Ltd.

REAL ESTATE, INSURANCE, INVESTMENTS, BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

Rec'd MAR 21 1945
File No.
Ans.
Referred

March 19th, 1945.

PERSONAL

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

Kind Attention of Mr. Shears

Dear Mr. Shears:

Re: NISHI, - Reg. No. 07623
Lot "A" of Lot 1, Alberni
District, Plan 3260

Further to our phone conversation as regards to the value, we contacted Mr. Peterson, contractor, and he has examined the property. He will mail this letter to you direct. From what I gather, he values the property at around $1700.00. For your information, there was a City dump just at the back of this property and a few days ago this was removed to another part of the City and it is our opinion that the removal of the dump has increased the value of the property. We have a deposit of $2000.00 from a Mr. John Chalmer who is anxious to purchase this property but the deal hinges on the arrangement with Mr. Joubert to vacate the property. We are just writing this letter to keep you posted.

Yours very truly,

TURNER BROTHERS LIMITED

Per: R.H. Turner

RHT:JT

Turner Brothers Ltd.

REAL ESTATE, INSURANCE, INVESTMENTS, BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

Rec'd MAR 24 1945
File No.
Ans.
Referred Bell

March 23rd, 1945.

Mr. R. G. Bell,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sir:

Re: Fumiko (Mrs. Hidetaro) NISHI - Reg. #07623
Lot "A" of Lot 1, Alberni Dist., Plan 3260

Further to our correspondence regarding Mr. Joubert we called on Mr. Campbell who is looking after Mr. Joubert's affairs and he advised us that Mr. Joubert would be prepared to waive the $98.00 being the balance due on the alterations to the house but Mr. Campbell informs us that Mr. Joubert wishes interest on his Agreement of Sale. If it could be agreed upon to allow this interest, Mr. Joubert would be agreeable to make a settlement as suggested.

We would be pleased to hear from you.

Yours very truly,

TURNER BROTHERS LIMITED

Per: R. H. Turner

RHT:JT

28/3/45: Mr. Turner says Joubert says interest as he would be getting bal. if Reinsfle. (1820). Also asked for news of Evans Affair.

29/3/45: Mr. Turner for perm. refll. to above. Borrie & Joubert both due back from trip this aft.

: Phl. back – none available from Ottawa as yet re Evans.

3/4/45: In absence of any further word from Turner Bros we are finalizing with offer of $1000 from Chalmers.

3614

March 27, 1945.

Messrs. Turner Bros. Ltd.,
PORT ALBERNI, B.C.

RE: Ohio Farmers Insurance
Policy No. 1591 B.C.

Dear Sirs:

The above numbered policy at present covering to the extent of $600.00 on a dwelling located on Lot A of Lot One, Map 3260, and being on 11th Ave. in Port Alberni, B.C., expires on the 20th day of April next. As you are aware, this property is the subject of a proposed sale, but until such time as that is consummated, we will require that ~~insurance~~ coverage be maintained.

Kindly attend to the renewal of this policy having it written for a period of three years in the name of the Secretary of State of Canada, acting in his capacity as Custodian. When the sale is finally put through, if it is, then we will have the policy transferred to the new owner.

When attending to this renewal, please see that the amount covered is in line with the present insurable value of the building.

Yours truly,

S. M. Gibson.
Insurance Department

SMG:LBM

3614.
Cat. No. 716.

April 3rd, 1945.

Messrs. Turner Bros. Ltd.,
Port Alberni,
B. C.

Dear Sirs:

Re: Fumiko (Mrs. Hidetaro) NISHI - Reg. No. 07623.
Lot "A" of Lot 1, Alberni District, Plan 3260.

We confirm various conversations over the telephone in which we have asked you to:

(1) Arrive at a mutually satisfactory settlement with Mr. Joubert. The issue having been reduced to the question of interest amounting to not more than $48.00 (3 yrs. @ 5% on $320.00) we hope to hear that Mr. Joubert has been co-operative to the extent of agreeing to the cancellation of this item in view of the fact that he will receive payment of principal ($320.00), which the other party to the dispute (Mrs. Nishi) contends, with some reason, should be cancelled.

(2) Send in in writing the offer said to have been made by Mr. Green.

We have not heard further from you on either point and have decided to act on Mr. Chalmer's offer of $2000.00 and leave the question of Mr. Joubert's claim to be decided later. Under the circumstances if Mr. Green's offer is not already in the mails he can be advised that the property is in course of sale and is no longer available, unless, of course, anything should interfere to terminate the present transaction before actual delivery.

Yours truly,

R. G. Ball,
Administration Department.

RGB/F.

[redacted]

Onk. No. 736.

File 3614.

TO: Mr. George Peters.

FROM: Mr. R. G. Bell. April 3rd, 1945.

Re: Fumiko (Mrs. Hidetaro) NISHI - Reg. #07623.
(Lot 9A of Lot 1, Alberni District, Plan 3260).

Attached Real Property Memorandum shows title to be registered in the name of Ernest JOUBERT, with an unregistered Agreement for Sale on which there is an outstanding balance of $320.00 plus interest @ 5%.

At the present time negotiations are under way with Ernest Joubert for a settlement on the basis of:

$320.00	agreed balance of Agreement for Sale
$161.00	taxes paid by Ernest Joubert
$ 54.00	water paid by Ernest Joubert
$535.00	total, loss:
$130.00	outstanding rent to 16/3/1945 @ $5.00 per month
$405.00	net total offered to Mr. Joubert in exchange for Deed of Conveyance and early possession.

The only Registered Charge is 56691-G - Reservations of minerals etc. as to a one-quarter interest in favour of the Esquimalt and Nanaimo Railway Company. The Agreement for Sale mentioned above represents an unregistered charge, and release of net proceeds will be subject to liquidation of debt of $1100/$1200.00 (borrowed to build the greenhouse on the property).

(Over)

Premises are occupied by Ernest Joubert (Vendor) under a verbal Agreement with Pumiko NIEMI (Vendee) but former has expressed willingness to vacate promptly on settlement on basis outlined above, plus interest (3 years @ 5% on $320.00), which is now the only item in dispute and is not one that need affect the sale.

RGH/P.
Attach.

Turner Brothers Ltd.

REAL ESTATE, INSURANCE, INVESTMENTS, BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

Rec'd MAR 12 1945
File No. 3614
Ans. ✓
Referred

March 9th, 1945.

Kind Attention Mr. Bell

Office ofthe Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Mr. Bell:

File 1697 / 1698 / 3614

Further to our phone conversation, we are pleased to advise that we have received a cash offer of $1500.00 for the property, Catalogue No. 708, on Kingsway Street. We have also received a cash offer of $1450.00 for the property under Catalogue No. 711, Lot 5, Block 92. We have received a cash offer of $1100.00 for the property under Catalogue No. 716, this is the property which Nishi purchased from Joubert.

For your information, we called on Mr. Joubert last evening and we herewith enclose a copy of how Mr. Joubert figures the account stands with the exception of the interest. Mr. Joubert maintains that the Japanese requested him to look after the property in March 1942; at the time Mr. Joubert was in Quebec and he has a wire and also a letter from the Japanese requesting him to come back and look after his property. Mr. Joubert is willing to pay $5.00 a month for the house. If the sale goes through, naturally the purchaser will wish to get possession of the property as soon as possible. Mr. Joubert is not arguing the matter but he wishes to stay on the property until a satisfactory settlement has been made with the Japanese.

We would be pleased to hear from you.

Yours very truly,

TURNER BROTHERS LIMITED

Per: R.H. Turner

RHT:JT

MR. JOUBERT'S ACCOUNT WITH THE JAPANESE

Account as per Repairs	$ 98.00
3 years Water	54.00
Taxes	161.00
	$303.00
Balance, Agreement of Sale	320.00
	$623.00
Less Rent due Japanese @ $5.00 per month	105.00
TOTAL BALANCE DUE JOUBERT	$518.00

File #3614

C
O
P
Y

14th March, 1945.

MEMORANDUM

Re: Catalogue No. 716
Lot "A" of Lot1, Alberni District, Plan 3260
Corner Argyle St. & 11th Ave., Port Alberni.

I telephoned Mr. Turner of Turner Bros., Port Alberni this afternoon in regard to the above property.

This appears to be a case of the Japanese word against that of Mr. Joubert. The chief difference being in regard to whether in addition to the payment of $5.00 per month rental, an amount of $10.00 per month should also be applied on the purchase price of the above property.

Mr. Turner thinks that for the first year when the tomato crop was being handled on a share basis that possibly the rental of $5.00 per month was all that was agreed upon, but that it may have been the intention for $10.00 per month to be allowed on the purchase price in subsequent years. This at least would be a mort equitable arrangement. However, there appears to be nothing very definite to substantiate the contention of the parties involved.

I mentioned to Mr. Turner that the purchase price of the property was $800.00 and that the Japanese had erected a greenhouse which might possibly have cost over $1,000.-. Mr. Winter's total appraisal was for $1,000.-

I told Mr. Turner that I intended to take the matter up with the Advisory Committee under Judge Whiteside and I thought it would be desirable to secure another independent valuation. Mr. Turner agreed with this and mentioned that Mr. Ackland of the Port Alberni Shipping Co., and Mr. Peterson as being two very qualified and reliable Appraisers.

Mr. Turner is arranging for an appraisal to be made and the appraisal will be sent direct to the Custodian's office for my attention.

F. G. Shears,
Director.

FGS/PMH

Rec'd MAR 16 1945
File No. 361-1
Ans.
Remind

Port Alberni
14. March 1945

Mr. Bar
Bell
Vancouver

Dear Sir:

Ref. Lot A Section 1

I permit myself to ask you advice in the following matter: On the 1st of March a.c. I bought said property for $ 2000.00 which amount was deposited with Mr Turner of Port Alberni. I bought this Farm with the intention to start work right away in the hothouse, prepare for a big vegetable garden, fix up a chickenhouse etc. I was told I could go right in. By & by I learned of the claim Mr Joupert has against this property & now after 2 weeks living in the Hotel with my wife & mother in law, I hear, that it isn't even sure that this place belongs to me & that Mr Joupert is not going to move out till his claim is paid. Therefore I decided to come to you directly for the truth in this matter. I was a Farmer in Alberta & since the war, used to 14 hours of steady hard work. Through no fault of mine I am compelled to loaf around. I am not able to take on a war job in the Lumbermill as I do not know, if & when I can take over my farm & start my farm work. I resent this absurd situation bitterly. There is still a war on, our boys over there give their young precious lifes & I, through no fault of my own, am compelled to do nothing. I wonder if you could help me in writing to the Gentleman in question Mr Jouperb, that his claim will

get the same consideration, even if he is no more living on this farm? If it should not be possible to do this, would you be so kind to give me the following informations:

1. Was the Sale of said property approved from the Government & can I be sure that I am the owner of it?
2. How long, approximately will it take, till I am allowed to move in & start my farm work.

If I have those 2 questions answered from a reliable source, I will know then if I can take on a war job in this period of waiting.

If it should be more convenient for you to give me those answers in person, I will be only too glad to come to Vancouver.

Yours very truly

John Chalmer

Port Alberni

B.C.

17/3/'45: See let. to Miner Bros 17.3.'45.

Turner Brothers Ltd.

REAL ESTATE, INSURANCE, INVESTMENTS, BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C.

Rec'd APR 9 1945
File No.
Ans.
Referred

April 6th, 1945.

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

Dear Sirs:

Further to your letter of the 3rd, File #3614, we wrote to you on the 23rd of March regarding the offer of Mr. George Henry Green. Mr. Green has made an offer of $2050.00 for this property. Our letter must have gone astray in the mail.

Val. $220

In the same letter we mentioned that we had received an offer of $150.00 for Lots 11 & 12, Block 66, your Catalogue No. 712. We think this is a very fair offer.

We might mention that Mr. Burnip intends to be in Vancouver some time next week and he intends to call on you. Mr. Green, who made the offer of $2050.00, is a friend of Mr. Burnips. We have a cheque covering this offer.

Yours very truly,

TURNER BROTHERS LIMITED

Per: R. H. Turner

RHT:JT

When Mr. Burnip called, subsequent to receipt of this letter, he was shown outs of the $3 ads. Turner Bros it had been decided to go ahead with Mr. Chalmers offer.

MEMORANDUM

TO: Files 3644 1936; 2638 & 1494.

FROM: Mr. H. G. Bell. April 10th, 1945.

Re: Cat. No. 716 (Lot "A" of Lot 1, Alberni District, Plan 3260).

This property consists of an attractive site of 3.03 acres situated on the corner of Argyle Street and Eleventh Avenue, a few minutes drive from Port Alberni's central Post Office. There is a small but not unattractive Bungalow, a small barn and a greenhouse (110' x 20') erected (in 1941) by the Nishis at a declared cost of $1200.00 (which seems high for the quality of work and material that went into it), and about 50 fruit trees. Mr. H. G. Hinton in his report on the property (6/5/1942) estimated its value at that time to be $2500/$3000.00.

The transaction whereby Ernest Joubert, the registered owner, disposed of this property, can perhaps best be described as informal.

There is an uncompleted Agreement for Sale dated 17/4/1941 from Ernest Joubert to Tadao TAKESHITA and Fumiko NISHI. This is signed by the Vendor but not by either Vendee. Tadao TAKESHITA'S name is crossed off in pencil and the evidence on all these files points to this individual having no part in the sale/purchase agreement. The agreed price was $800.00, of which $400.00 was payable in Cash, the balance being payable at the rate of $10.00 per month commencing 17/5/1941, with interest @ 5%. Vendor and remaining Vendee agree the outstanding balance to be $320.00, at time of evacuation.

The money to build the greenhouse was borrowed by the Nishis (husband and wife) from a widow, Mrs. Tsui TAKESHITA (File 2638), who apparently does not write English and whose correspondence is conducted by one of her sons. Mrs. Takeshita apparently advanced $900.00 on the 1/4/1941 (with interest @ 2%), $300.00 on the 8/8/1941, and $20.00 later, or a total of $1220.00. The Nishi records show the amount owing Mrs. Takeshita to be $1170.00. This difference of $50.00 needs to be reconciled.

Neither Ernest Joubert (Vendor) nor Fumiko (Mrs. Hidetaro) Nishi appear to be very "business-like" and in the haste and confusion of evacuation Mr. Joubert (who had moved to Quebec) was persuaded to return to look after the property, the only evidence in writing of the verbal arrangements made being a letter (19/3/1942) from Mr. Joubert to Mrs. Nishi regarding the growing tomato crop, in which the last paragraph reads: "I am also willing to pay a rental of

(Over)

$5.00 per month for the house and property." There appears to be a genuine misunderstanding regarding the arrangements made, Mr. Joubert sincerely believing he has the use of this $2000.00 property for the $5.00 per month and that he considers Mrs. Nishi to be liable for:

(1) Outstanding balance of Agreement for Sale, plus interest;
(2) Taxes (which he has paid to protect his equity but carries to her debit);
(3) Water (which he also carries to her debit, a claim that is not supported by evidence on file);

whereas Mrs. Nishi states that;

(1) Outstanding balance of Agreement for Sale was to be written off by Mr. Joubert at the rate of $10.00 per month, apart from the nominal rent of $5.00 to be paid in cash;
(2) Taxes to be paid out of the revenue of $5.00 per month;
(3) Water to be paid by Mr. Joubert.

Our Port Alberni Agents, Messrs. Turner Bros. Ltd., have proved of no practical help in reconciling these opposing viewpoints but prospects of effecting a settlement satisfactory to all concerned have been greatly improved by the receipt of an offer for the property which would enable us to make a generous settlement with Mr. Joubert and such is recommended, i.e.

(1) Pay balance of Agreement for Sale ($320.00) claimed by Ernest Joubert;
(2) Pay interest (@ 5%) on above from date of evacuation (about $50.00);
(3) Refund taxes paid by Ernest Joubert ($161.00);

less amount owing by Mr. Joubert for rent @ $5.00 per month (about $110.00). Mr. Joubert having already agreed to withdraw his claim for labour ($98.00), there only remains the question of water ($54.00) and it should not be difficult to get Mr. Joubert to agree to carry this item in exchange for a cash settlement and early vacating of premises.

RGH/P.

GORDON McL. CAMPBELL
BARRISTER-AT-LAW
SOLICITOR OF THE SUPREME COURT
NOTARY PUBLIC

SOLICITOR FOR:
City of Port Alberni
Canadian Bank of Commerce
Canadian Legion

105 2nd Avenue North
PORT ALBERNI, B.C.

Rec'd APR 13 1945
File No. 3614
Ans.
Reply

April 12, 1945.

Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Bldg.,
Hastings & Granville,
Vancouver, B.C.

Dear Sirs: Re: Fumiko (Mrs. Hidetaro) NISHI - Reg.No. 07623.
Lot "A" of Lot 1, Alberni District, Plan 3260.

Mr. Turner and Mr. Joubert have both conferred with me in connection with the above. It is indeed unfortunate that loyal British subjects should be asked to agree to suggestions made by alien enemies especially when that enemy is Japanese. Judging from the correspondence in this matter everything the Japanese has to say is true. What other people say received very little consideration. In paragraph one of your letter you end up "Mrs. Nishi contends, with some reason, (that the same) should be cancelled."

What about Mr. Joubert's contention when he was asked to come all the way back from Quebec to live on the property and protect it during the confinement of the Japanese. He did not need to live on this property. He had a home with other people and still has it as long as he wishes it, but in order to help this man out he agreed to reside on the premises and then these contemptible alien enemies turn against him and their statements appear to be upheld by your Department.

If Mr. Joubert is a tenant on the property, as would appear to be suggested (but which, of course, is not the case) he would be entitled to six months notice and no notice can terminate during the winter and it would be the end of April before he would have to vacate. The $48.00 interest is due and owing to Mr. Joubert.

It is unfortunate that a man of his age, one of the pioneers of this District, and a man who helped make the country suitable for such aliens to live in, to almost have to plead for that to which the law entitles him.

Yours truly,

GMC:GEL

GORDON M. CAMPBELL.

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

[redacted]

GORDON McL. CAMPBELL
BARRISTER-AT-LAW
SOLICITOR OF THE SUPREME COURT
NOTARY PUBLIC

SOLICITOR FOR:
City of Port Alberni
Canadian Bank of Commerce
Canadian Legion

105 2nd Avenue North
PORT ALBERNI, B.C.

Rec'd APR 24 1945
File No.
Ans.
Referred Mr Wright

April 21, 1945.

Department of Secretary of State,
Japanese Evacuation Section,
Royal Bank Building,
Vancouver, B.C.

Attention: Departmental Solicitor

Dear Sir: Re: Fumiko (Mrs. Hidetaro) NISHI - Reg. No. 07623.
Lot "A" of Lot 1, Alberni District, Plan 3260.

Mr. Joubert was absent from the City for a couple of days and on his return we had to go into this matter very thoroughly, including the correspondence and the books with Mr. Turner of Turner Bros. Ltd.

It may almost seem a waste of time to go over this whole matter once more but for records I wish to give a short statement on the whole matter. Firstly, Mr. Joubert sold the property under an Agreement for Sale. Secondly, he returned to his home in Quebec on a visit intending to stay there until the spring when he would return to Port Alberni. At the urgent request of Mrs. Nishi he returned to Port Alberni and she advised him that they had to go away and asked him if he would be good enough to look after the property while they were away. It was arranged that he would pay $5.00 a month rent. This had nothing whatsoever to do with the monthly payments due under the Agreement for Sale which, I understand, was $10.00 a month. This matter was arranged with Turner Bros. and their books show from the very beginning that $5.00 a month and $5.00 a month only, was to be paid by Mr. Joubert. The idea that he was to pay $5.00 a month, plus the $10.00 a month owing under the Agreement for Sale, plus $1.50 water, as claimed by the Japs is too ridiculous for words. He has other places where he could stay and he has a cabin of his own. He only lived on the place to accommodate the Jap. I have discussed with Turner the matter of their letter which you mentioned of January 18, 1944 in which they state he was to pay $5.00 plus $1.50 for water. Mr. Turner advises me that this was an error as the arrangement made by Mr. Joubert with Mr. Turner the day the Jap went away was the the straight $5.00 and this is the way it is entered up in the book. Mr. Turner agrees that the payment of water was up to the Jap. This man would have appeared to have made certain false statements. He instructed a local plumber to install a toilet in the house before he ever left the property. The plumber did this and the bill of $27.00 has never been paid as the Jap denies that he ever ordered the installation of the toilet.

(over)

As regards your query on the long-distance telephone call in reference to the amount of rent paid. For 36 months this would be $180.00. You advised that Mr. Joubert had paid $50.00 cash for rent so that there would be $130.00 owing and not $105.00 as shown in the statement and correspondence. Turner Bros now advise me that the correct ammount paid is $50.00 plus $25.00 which would be $75.00, of course, leaving the balance due at $105.00 .

Under the Agreement for Sale the purchaser agrees to pay the principal, the taxes, and the interest and water in arrears becomes a tax on the land. The statement has already forwarded to you and as shown on the books of Turner Bros. and which must, I would think, be correct as regards the arrangements for rent, is as follows:-

Principal owing- $320.00; Interest owing - $48.00; Taxes paid by Mr. Joubert - $86.00; Water paid by Mr. Joubert - $54.00, making a total of $508.00 owing to Mr. Joubert under the Agreement for Sale.

The amount of rent as agreed between Mr. Joubert and Nishi at $5.00 a month for 36 months totals $180.00 and as $75.00 was paid to Turner Bros. on this there is a balance of $105.00 which would be owing. This $105.00 credited against the $508.00 leaves a balance due to Mr. Joubert of $403.00.

All this has been checked with Mr. Turner who verifies it as being correct, and also his book-keeper, and the same tallies with the books kept for this Japanese account and this is the ammount which must be paid.

As soon as this has been O.K.'d by your Department I will draw up a Deed as suggested and send it over to you to be held by you pending the settlement.

Yours truly,

GMC:GEL

GORDON M. CAMPBELL.

[redacted]

[redacted]

[redacted]

GORDON McL. CAMPBELL
BARRISTER-AT-LAW
SOLICITOR OF THE SUPREME COURT
NOTARY PUBLIC

SOLICITOR FOR:
City of Port Alberni
Canadian Bank of Commerce
Canadian Legion

105 2nd Avenue North
PORT ALBERNI, B.C.

ENEMY SECTION
Rec'd MAY 9 1945
File No. 3614
Ans'd
Refer'd MR Bell

REGISTERED

May 4, 1945

Attention: K.W. WRIGHT,
Counsel to the Custodian

Department of the Secretary of State,
Office of the Custodian,
509 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

I enclose herewith Certificate of Title No. 14547-N for Lot "A", of Lot One (1), Alberni District, Plan 2360 together with Deed of Land from Ernest Joubert to Tadao Takishita and Fumiko Nishi. Mr. Joubert has also signed an undertaking as requested by you.

This Deed and Title is deposited with you pursuant to the solicitors undertaking given by yourself that you will hold the papers until the cheque for the sum of $403.00, being the balance due to Mr. Joubert, is forwarded to him, otherwise the Title papers are to be returned to him.

My account for drawing up the Deed etc. is $5.00.

Yours truly,

GORDON M. CAMPBELL

GMC:GEL
ENCL:

GORDON McL. CAMPBELL
BARRISTER-AT-LAW
SOLICITOR OF THE SUPREME COURT
NOTARY PUBLIC

SOLICITOR FOR:
City of Port Alberni
Canadian Bank of Commerce
Canadian Legion

105 2nd Avenue North
PORT ALBERNI, B.C.

April 30, 1945.

Department of Secretary of State,
Office of the Custodian,
Royal Bank Building,
Vancouver, B.C.

Dear Sir: Re: Fumiko (Mrs. Hidetaro) NISHI and Lot "A" of Lot 1, Alberni District, Plan 3260.

I hereby undertake that I will move from the premises above stated within a period of seven days from the date of receipt of the sum agreed upon, being the balance due on the sale of my property.

Yours truly,

Ernest Lambert

[redacted]

EVACUATION SECTION
SEP 14 1945
Rec'd
File No.
Ans.
Referred Bill

Port Alberni. V.I.
September 11, 1945

The Custodians Office
Administration Depart.
Vancouver

Dear Sir:

Refer. File 13614

I received your letter of Aug. 28 and went to Port Alberni the 3rd of Sept. to see Mr. E. Joubert & was astonished to learn that person had left a month ago. There were 6 windows from the house smashed & almost the whole front of the green house gone. I wonder why nobody let me know before, as it would have saved me a months rent of $30.00 in Langford & all that damage.

Yours truly
John Palmer
Port Alberni
V.I. B.C.

[redacted]

3514

September 14, 1945.

Mr. John Chalmer,
Langford, V. I., B. C.

Dear Sir:

Re: Catalogue No. 716
Argyle St. & 11th Avenue
Fort Alberni. A/1/3260

Please be informed that certificate of title covering sale to you of the above described property has been received by this office and is now ready for delivery.

Adjustments have been calculated as of August 1, 1945 as shown on the enclosed sheet and a balance of $33.66 is charged to you.

Kindly let us have your cheque for this amount and at the same time return to us the attached control receipt duly signed and certificate of title will be mailed to you or to any person designated by you immediately.

We have to acknowledge receipt of your letter of September 11th and are surprised and sorry to learn that through some apparent misunderstanding between the different parties involved you were not aware of the date on which Mr. Joubert vacated the premises.

Yours truly,

George Peters,
Administration Department.

GP:MA
Enc. 1
cc Messrs. Turner Brothers Ltd.

Taber. Alta
Sept 3/45

Office of Custodian

I Tadao Takeshita # 07562

do wave all claim in connection with purchase of property in which my name appeared with Mr. & Mrs. Hidetaro Nishi your files 1936 + 3614 and also ~~that~~ all monies owing Mrs. Tsui Takeshita ~~that~~ by said Mr. & Mrs. Hidetaro Nishi

said money 1220.00 @ 2% interest for three years to be placed to the credit of Mrs Tsui Takeshita # 07627 when property is sold.

Signed. - Tadao Takeshita

Witness O. Wright.

Rec'd 7/1/46
File No. 3614
Ans. 10/1/46 [illegible]
Copy to [illegible]

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

ADDRESS ALL COMMUNICATIONS TO THE CUSTODIAN'S OFFICE

PLEASE REFER TO

FILE NO.

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

January 4th, 1946.

F. G. Shears, Esq.,
Director,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Mr. Shears:

Enclosed please find copies of correspondence received from the Department of External Affairs.

Would you please let me have a report, in duplicate, on this matter, in order that the information may be forwarded to the Department of External Affairs for transmission to the Consulate General of Switzerland in Canada.

Yours very truly,

F. Carroll

Encls.
FC/MEM

F. Carroll.

COPY/MEM

Dec. 17, 1945
Lemon Creak
Slocan, B.C.

Consul General of Switzerland
Mr. Gaston Jaccard
1521 Sun Life Building
Montreal 2, Que.

Dear Sir,

Before we evacuated we was residing at Port Alberni. We bought the land in 1941 about 4 acres with 800 hundred dollars. We build the own house and green-house. We only lived in three month and on March we evacuated from the coast. Our cost price was three thousand five hundred but the custodian sold its for 2000 (thousand) dollars.

When we evacuated we rented the house with five dollars, but we never get a cent out of it. I think they in the taxes and other expense. When we build the house we build the houses we borrow money of $1200 hundred. The custodian sold its to $2000 dollars and its only left to us was $100. The custodian paid back the money that I borrow but I think its got to be left more than that.

The custodian hadn't send any list what the money was spend for. We were very glad if you cooperate with custodian and let me know how the money was spend.

Yours truly,

(SIGNED) FUMIKO NISHI
Reg. No. 07623

3614.
Cat. No. 716.

January 13th, 1946.

Mrs. Fumiko HEMI,
Registration No. 07623,
Lemon Creek,
Slocan, B. C.

Dear Madam:

Re: Lot "A" of Lot 1, Alberni District, Plan 1360.

The sale referred to in our letter of the 7th June, 1945, has been concluded and for your information we enclose a complete statement of the transaction, showing the net proceeds ($1,371.41) transferred to the credit of your account.

We also enclose our Accounting Department's statement of your account, including the above item, and showing a balance of $124.75 standing at your credit.

While the attached Statement of Sale is complete in itself, in order to give an over-all picture of the transaction we are adding the following comments: (A) You purchased this property (land and dwelling) for $800.00, with a down payment of half ($400.00) and an Agreement for Sale, dated 17th April, 1941, for the balance ($400.00), of which $320.00 was still outstanding at date of Custodian sale, plus taxes (1941/1942), water, etc., paid by the registered owner, with whom a settlement was effected by payment of the sum of $535.00 shown in Statement of Sale; (B) Out of the net proceeds transferred to the credit of your account ($1,371.41), we paid, as per your request dated 9th October, 1945, the sum of $1,220.00 to Mrs. Tsui TAKESHITA, representing monies borrowed by you for the purpose of building the greenhouse; (C) As this greenhouse was very lightly built of wood frame and wood foundations, it showed signs of sagging and was in need of major repairs or rebuilding and in view of the fact that the higher of two appraisals by qualified independent appraisers put the value of the property at $1,700.00 our Advisory Committee consider the price realized ($2,000.00) to be satisfactory and recommended its acceptance.

Yours truly,

R. G. Ball,
Administration Department.

RGB/P.
Encl.

c.c. to Dept. of Labour, Japanese Division.

506 Royal Bank Building,
Vancouver, B.C.

3614

14th January, 1945.

Miss Carroll,
Office of the Custodian,
Victoria Building,
Ottawa, Ont.

Dear Miss Carroll,

Re: Mrs. Fumiko NISHI.

I am in receipt of your letter of the 4th instant in which you enclose copy of a letter written by Mrs. Fumiko Nishi to the Consul General of Switzerland, Montreal, dated December 17th, 1945, and the reply of the Consul General dated 27th December.

Copy of our Mr. Bell's letter of January 11th to Mrs. Nishi is enclosed and this together with the statements attached will I think answer the present enquiry. However, the following information on our file may be of interest.

This property was purchased by Mrs. Fumiko NISHI (25 year old Japanese school teacher) from Ernest Joubert, for $800.00 ($400.00 Cash; balance $10.00 per month, of which $320.00 was still outstanding at date of sale by Custodian). Within a few months of purchase the Nishis erected a greenhouse (for which purpose they borrowed $1,220.00 from Mrs. Tsui Takeshita, a widow) and commenced to grow tomatoes. The Vendor, who had retired to Eastern Canada following the sale of his property, was persuaded by the Nishis to return and take care of the property after their evacuation.

Failure of both sides to record their apparently somewhat vague and unbusinesslike verbal arrangements, led to mutual misunderstanding. Both sides agree that the Vendor/Tenant was to pay $5.00 per month for the use of the property, including the greenhouse. In addition to this the Purchaser expected $10.00 per month to be written off outstanding balance of purchase price, and water rates to be paid by the user.

The Vendor, who apparently was frequently absent on prospecting trips, was emphatic in his denial of this, and required payment in full of Agreement for Sale balance ($320.00); Interest @ 5%, Taxes (1941/1942) paid by him; water (3 years), a total of $535.00, before he would agree to give the new prospective purchaser the immediate possession that was a condition precedent to his offer of $2,000.00 cash.

Miss Carroll

This site is an attractive one, a few minutes drive from Port Alberni Post Office, but it is near the City dump and rats are said to be a problem; the greenhouse is cheaply built, in poor condition, and too low for the comfort of a man of average height.

You will notice in this report that a reference is made to Mrs. Nishi persuading Mr. Joubert to return from Eastern Canada.

Mr. K.W. Wright and myself saw this property when we were in the Alberni district and perused correspondence which Mr. Joubert had in this regard.

Mr. Joubert came back from Ottawa at his own expense for the purpose of protecting his interest in the balance due to him as the unpaid Vendor and arranged to take care of the growing tomato crop.

Correspondence indicated that he was willing to pay $5.00 a month as a nominal rent to take care of the taxes.

Mrs. Nishi has claimed that $10.00 per month was also to be written off by Mr. Joubert on the outstanding balance due to him. This, however, was strongly denied by Mr. Joubert and there is no evidence to support Mrs. Nishi's claim.

Mr. Bell's letter should now have been received by Mrs. Nishi and together with the information contained in this letter I trust that the matter has been sufficiently clarified.

Yours truly,

F. G. Shears,
Director.

FGS/PMH

encl.

Turner Brothers Limited

REAL ESTATE, INSURANCE, INVESTMENTS, BONDS
RAILWAY AND STEAMSHIP TICKETS

Port Alberni, B.C. March 17th, 1945.

Rec'd MAR 19 1945
File No. 3619
Ans.
Refiled

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

Kind Attention Mr. Shears

Cat 716

Dear Sirs:

Re: NISHI

Further to our letter of the 12th, we intended to mention that we have an offer of $2000.00 cash for this property. On checking over the property we think this is a fair offer.

Yours very truly,

TURNER BROTHERS LIMITED

Per: R. N. Turner

RHT:JT

P. O. BOX 888 PHONE 152-Y

THOR M. PETERSEN

"Builder of Better Homes"

GENERAL CONTRACTOR

Member of

Port Alberni, B. C. March 20th, 1945

Rec'd MAR 21 1945
File No. 3614
Ans.
Refer to

Mr. Shears,
c/o Custodian of Japanese Property,
506 Royal Bank Building,
Vancouver, B. C.

Can. 716

Dear Sir:

Re: Japanese Property NISHI
occupied by Mr. Joubert

Copy on file.

Messrs. Turner Brothers Limited has requested me to put a valuation on the above mentioned property.

I have looked the place over carefully, the greenhouse is in poor condition, some of the glass is broken and then the building is settling. The walls are bulging in spots and the foundation is not in very good shape. The house consists of three rooms with a toilet and it is just in fair condition. I would put a conservative valuation on the property of $1700.00.

Yours very truly,

Thor M. Petersen

Answer by 808-5
Date 7 Apr 1945
File No.
J. W. G. Brunton

Lot A Map 3260

Small Dwelling
no Basement 7/16
Land 3.3 acres
Fenced

My appraisal
$7,000 ?

ans $950 / $1,050 / 3 + [illegible]

File 3614

Copy of Mr. Peters

3614

May 10th, 1945

Messrs. Turner Brothers Limited,
Port Alberni, B.C.

Dear Sirs:- Re:- Catalogue No. 716,
Angyle St. & 11th Avenue, Port Alberni, B.C.
Lot 345, Sec. 1, Nan. 3260

Your letter of the 17th March last, in which you offer to purchase the above property for the sum of $2,000.00, 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 amount of the purchase price, namely $2,000.00.

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 he is a British subject, using the enclosed form for your reply.

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 then be prepared, including registration fees, and forwarded to you.

Attached you will find a copy of a letter received from the tenant on the above property, with his undertaking to vacate the property within a period of seven days from the date of receipt of the monies owing. This we expect will be paid up in full within the course of one week's time.

We wish to call to your attention registered charge No. 56918, Reservations of minerals etc., as to a one-quarter interest in favour of the Esquimalt and Nanaimo Railway Company. The sale is subject to this charge.

Yours truly,

C.C.D.
M.S.2.

F.G. Shoars,
Director.

3614.
Catalogue No. 716.

July 23rd, 1945.

REGISTERED MAIL

Mr. Gordon M. Campbell,
Barrister-at-Law,
105 2nd Avenue North,
Port Alberni, B. C.

Dear Sirs

Mrs. Fumiko NISHI - Registration No.07623.
Argyle Street & 11th Avenue, Port Alberni.
Lot "A", Section 1, Map 2360.

In reply to your letter of July 16th, we enclose herewith our cheque No. 7574, in the name of Ernest Joubert, in the sum of $405.00, in connection with the settlement of moneys owing Mr. Joubert in the account of the above described property.

Also, please find enclosed our cheque No. 7573, in the sum of $5.00, being your fee in connection therewith.

Kindly obtain a receipt from Mr. Joubert and forward it to this office.

Thanking you.

Yours truly,

D.A. Cramer
(Conveyancer)

DAC:JS
Encls. (2 cheques).

STATEMENT RE SALE OF: Name: Mrs. Fumiko NISHI #07623.

Catalogue No: 716. File No: 3614.

Street Address: Argyle St. and 11th Ave., Port Alberni, B. C.

Legal Description: Lot A/1/3260.

Date of Sale and Adjustments ..... August 1st, 1945. .....

Sale Price		$ 2000.00
Real Estate Agents Commission	$ 100.00	
Charge for Valuation	7.50	
Charge for Advertising	4.00	
Land Registry Office Transmission Fee	7.50	
Encumbrances:		
Unpaid Vendor	535.00	
[redacted]		
[redacted]		
[redacted]		
Adjustments:		
Fire Insurance		6.16
Taxes		19.25
[redacted]		
	654.00	$ 2025.41

Net Proceeds credited to your account $1371.41

Date: ..... January 10th, 1946. .....

Compiled by: .... Mr. Geo. Peters. .....

Catalogue No. 716
File No. 3614
Argyle St. & 11th Avenue
Port Alberni, "A"/1/3260

August 31, 1945.

JOHN CHALMER

(Purchaser)

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As of August 1, 1945)

	DEBIT	CREDIT
Purchase price	$2,000.00	
Cheques received		$2,000.00
Registration fees on deed - $2,000.00	8.25	
Insurance premium	6.16	
Purchaser's proportion of 1945 taxes paid 153/365 x $45.92	19.25	
Amount charged to purchaser		33.66
	$2,033.66	$2,033.66

AMOUNT CHARGED TO PURCHASER - $33.66

Catalogue No. 716
File No. 3614
Argyle St. & 11th Avenue
Port Alberni, "A"/1/3260

L 07623
NISHI (Mr. Hidetaro)
Sumako

Control of the above described property is by me hereby acknowledged and I agree that all adjustments and incidents connected with the sale to me of this property have been settled.

Langford V.I.

Dated at ~~October~~ this 9 day of October 1945.

Signed John Kaluer

RETURN TO THE CUSTODIAN

File No. 3514.
Catalogue No. 716.

September 11th, 1945.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Fumiko (Mrs. Hidetaro) NISHI
Tadao TAKISHITA
City of Port Alberni
Lot "A" of Lot 1, ALBERNI
DISTRICT, Plan 3260.

With reference to the above property which was recorded in the Victoria Land Registry Office, August 24th, 1945, we attach herewith the following documents in connection therewith.

1. Copy of application number 36887-M, dated August 23rd, 1945, registering a Deed from Ernest Joubert to Tadao TAKISHITA and Fumiko NISHI.

2. Copy of application number 36888-M, dated August 23rd, 1945, registering the property in the name of the Custodian (Transmission).

3. Copy of application number 36889-M, dated August 23rd, 1945, registering the property in the name of John Ernest Chalmer (Deed).

4. Duplicate of Transmission dated July 30th, 1945.

5. Duplicate of Deed dated July 30th, 1945 - Secretary of State to John Ernest Chalmer.

6. Certificate of Indefensible Title number 36889-M, dated September 5th, 1945, covering the above property in the name of John Ernest Chalmer.

D. A. Cramer

DAC:JS
Attch.

POST OFFICE DEPARTMENT
ADMINISTRATION DES POSTES
CANADA

This side to be filled in by office of origin
Le recto est à remplir par le bureau d'origine

REGISTERED ARTICLE
Enfant recommandé

ENTERED AT THE OFFICE OF
Enregistré au bureau de poste de

ACKNOWLEDGMENT
Avis de réception

EVACUATION SECTION
NOV 20 1945

To be filled in by sender who will indicate below his full address
A remplir par l'expéditeur qui doit inscrire ci-dessous son adresse complète.

File
Ans.
Referred

10 CENTS 10

DATE ..... UNDER / *sous le* NO 16084

ADDRESSED TO / *Adressé à* Mr. John Chalmer,

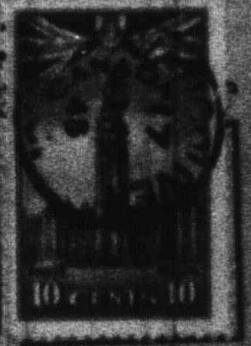
AT / *à* Langford, V.I., B. C.

RETURN TO / *Retournez à* Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C. (3614-EB)

STREET AND NUMBER
Rue et numéro
(1) VANCOUVER, B. C.

PLACE OF ORIGIN OF REGISTERED ARTICLE
Lieu d'origine de l'objet recommandé
CANADA

(1) IN PRINTED CHARACTERS
En lettres moulées



22B—200 000—19-4-44

3614

REGISTERED A/R

November 16, 1945.

Mr. John Chalmer,
Langford, V.I., B. C.

Dear Sir:

Re: Catalogue No. 716
Argyle St. & 11th Avenue
Port Alberni/"A"/D/3260

This will acknowledge receipt of your money order for $33.66, representing closing adjustments on sale to you of the above property. Our official receipt is enclosed herewith.

We are also enclosing Certificate of Title No. 36889-E covering the above property in your name, together with Ohio Farmers Insurance Co., Policy No. B.C.5232, which has been assigned to you.

Yours truly,

George Peters,
Administration Department.

GP:EE
Enc. 3

Feb. 9, 1946
Lemon Creek
Slocan, B.C.

EVACUATION SECTION
Rec'd FEB 11 1946
File No. 3614
Ans.
Referred Bill

Dear Sir

I received your sale of the statement few weeks ago.

We are not satisfactory with the price you sold, because the greenhouse cost me $1200 and property cost $800 and its already $2000. Then how about the houses and carpenter and plumber and all sour of thing its all goes free.

He rented Mr. Ernest Joubet so cheap because we have a balance from him and we should have rented it $21 a month and every month $10 were goes into the property that we owe him. I ~~[illegible]~~

He never do nothing what he said and you take $535 for the thing.

What about the profit of tomatoes he said he going to make into half half & and he never done its so nor on the statement list.

He said he going to paid the taxes and water fee I have a copy the of paper that he gave is to me.

Yours truly
Fumiko Hishi
Reg. No. 07623
File No. 3614

October 9th, 1946

Treasury Department,
Department of Finance,
711 Stock Exchange Bldg.,
Vancouver, B. C.

Dear Sirs: Attention: Mr. K. Orr

Re: Fumiko NISHI, Reg 07621

With reference to our telephone conversation of today we attach hereto for cancellation C. T. Jap 2, number 1062, Fumiko NISHI, $74.75. The Japanese mentioned has requested that his application for return to Japan be cancelled, and therefore the above amount will not be paid over to the Treasury Department.

Yours very truly,

B. Good
Comptroller

CHR:BR
Encl.

3624.

October 12th, 1946.

REGISTERED MAIL.

Mrs. Hidetaro HIRAI,
Registration No. 07603,
Regina, Sask.

Dear Madam:

We are in receipt of a letter from the Department of Labour, Japanese Division, asking us to remit you the balance of your funds and in compliance with this request, we enclose herewith our cheque in your favour for $74.75.

This balance is the same as advised you in our letter of the 23rd August, and in remitting it no balance will be left in your account, which will therefore be closed. As you know, we hold no funds in the name of your husband, Hidetaro (File 1936).

In previous correspondence we have from time to time advised you of our administration of your affairs and therefore have nothing further to add on this occasion, except to ask you to acknowledge receipt of this remittance for our records. We enclose a stamped addressed envelope for your convenience in doing so.

Yours truly,

R. G. Bell,
Office of the Custodian.

RGB/F.
Encl. 2.

Acknowledged
Nov. 8/46

3614

July 18, 1942

Mr. George B. Spain,
Hastings Park,
Vancouver, B. C.

Dear Sir:

Re: NISHI (Fumiko) Mrs. Hideteru
Reg. No. 07621

The above did not declare any personal property to the Custodian although the tenant of her land at Port Alberni was holding for her two beds, with springs and mattresses, a small kitchen range and a small heater. She subsequently applied for the release of five pieces, but we are not sure to what these refer. The four pieces were shipped to her by the B. C. Police on the 22nd of May, and we would be glad if you would ask her if there is any other personal property in the restricted area for which the Custodian is responsible.

Yours truly,

HFG/GH

H. F. Green, Manager
Protection Department

File No. 3614

Hastings Park,
July 21, 1942.

Mr. H. P. Green,
Office of the Custodian,
Vancouver, B. C.

Dear Sir:

Re: Nishi (Fumiko) Mrs. Hidetaro
No. 07623

I enclose additional registration wherein you will note this lady had declared the items mentioned in your letter of the 18th instant. She ordered five pieces to be shipped to her, viz. 4 boxes kitchen utensils and 1 sewing machine, but none of these items have been received, which seems very extraordinary if the B. C. Police report the despatch of 4 pieces on May 22nd. These would seem to be long over due, and this merits investigation. I have assured her that we will institute immediate investigation.

Yours truly,

Geo. B. Spain

George B. Spain

GBS/ECT

3614

July 22nd, 1942

Mr. S. H. Saunders,
Supervisor of Freight & Baggage,
Hastings Park,
Vancouver, B. C.

Dear Sir:-

Re: NISHI, (Fumiko) Mrs. Hidetaro
Registration Number 07623

The above lady, late of Port Alberni, requested the release from her house on Third Street in that town, of five pieces being one sewing machine and four boxes kitchen utensils.

Mr. Spain reports that these have not yet come to hand and before referring the matter again to our Port Alberni agents, we should be grateful for your confirmation that you cannot trace having received them at the Park.

Yours truly,

H. F. Green
Manager Protection Dept.

HFG:IF

Telephone PAcific 7531

BRITISH COLUMBIA SECURITY COMMISSION

HASTINGS PARK MARINE BUILDING BAGGAGE DEPT.

VANCOUVER, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
JUL 27 1942

July 24, 1942

364

Mr. H. F. Green
Manager Protection Dept.
506 Royal Bank Bldg.
Vancouver, B.C.

Dear Sir:

Re: NISHI, F. Reg. #07623

Relative to your letter and the above named.

We received for the above lady on May 28th from Port Alberni the following one sewing machine, one carton and two boxes.

This lady has been registered in the Park since June 10th. Had Mr. Spain phoned me, I could have given him that information in two minutes.

Yours very truly,

S. H. SAUNDERS

Supervisor of
Baggage & Freight

SHS/TY

green

File No. 3614.

August 8, 1942,
Hastings Park.

MEMORANDUM

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
AUG 10 1942

TO: Mr. H. F. Green.

FROM: Mr. Spain.

Re: Nishi, (Fumiko) Mrs. Hidetaro

No. 07623

With further reference to your letter of July 28th Mrs. Nishi has examined the items mentioned in your letter and has found everything to be satisfactory and in order.

GBS/AW

Geo. B. Spain.

File #3614 Aug. 19, 1942

NAME: NISHI, Mrs. Fumiko (Hidetaro)

REG. NO: 07623

LIST OF CHATTELS IN CARE OF Mr. Ernest Joubert, PORT ALBERNI, B. C.

2 beds with springs and mattresses

1 large kitchen range

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

Confirmed: E C Ruffley

DATE: Aug 20 1942 SIGNED: Fumiko Nishi

Please sign and return one copy to the Custodian.

3454

August 10th, 1942

[illegible]

The above has reference to the [illegible] that the undersigned [illegible]

RECEIVED
AUG 18 1942

"2 beds with springs and mattresses"

"1 large kitchen range."

Please acknowledge holding these articles by signing and returning to this office the declaration on the attached copy of this letter in the enclosed envelope.

Yours truly,

C. L. Drewry
Manager

CLD:LW

I acknowledge holding the articles above described for safe custody and undertake to account for same to the direction on behalf of the above named Japanese. I have no claim on such articles (If any claim asserted state basis and amount).

Ernest Pollock

Form No. 220. Statutory Declaration. A-4-41. THE WILLSON STATIONERY CO. LTD., VANCOUVER, B. C.

DOMINION OF CANADA
PROVINCE OF BRITISH COLUMBIA } To wit:

In the Matter of

OVERDUE WOOD ACCOUNT - NISHI.

I, GEORGE C. SHEAD of the CITY

of PORT ALBERNI in the Province of British Columbia,

Do Solemnly Declare that I am the Manager of GEORGE C. SHEAD LIMITED and that Mrs. Fumiko Nishi (Mrs. Hidetaro) purchased wood during the months of April, May, and June, 1941. This amounted to $21.50 and has not been paid.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the "CANADA EVIDENCE ACT."

DECLARED before me at Port Alberni in the Province of British Columbia this 27th day of October A.D. 1942.

Geo. C. Shead.

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

Form No. 22. Statutory Declaration. Victoria Ptg. & Pub. Co., 1410-12 Douglas St., Victoria, B.C.

Dominion of Canada
Province of **British Columbia.**

To Wit:

In the Matter of
Account of NISHI. Fumiko (Mrs. Hidetaro) File No. 3614.
Account owing Mr. R. H. Ormond

I, **R. H. ORMOND**
of the **City** of **Port Alberni** in the Province of **B. C.**
do solemnly declare that **F. Nishi owes me the balance of her account, namely $29.55, for Plumbing Materials, Range Boiler, and Pipe.**

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

Declared before me at **Port Alberni**
in the Province of **B. C.**
this **18th** day of
December A.D. 1942

R H Ormond
Per. R.O.D. Ormond

A Commissioner for taking affidavits in and for the
~~A Notary Public in and for the~~
} Province of **British Columbia**

3614

January 21st, 1943.

Mrs. Fumiko (Hidetaro) NISHI,
Registration No. 07623,
Slocan Extension, B.C.

Dear Madam:

This office has the following claims lodged against your

Kazuo TAKESHITA	$1170.00
Geo. C. Shead Ltd.	21.00
R.M. Ormond	29.55.

We understand that TAKESHITA is prepared to allow his claim of $1170.00 to stand until the end of the war, or until the greenhouse is sold.

Mr. Ormond's account of $29.55, we understand, is a claim which was outstanding before your affairs were put in the hands of the Custodian.

We suggest, that if the claims of Shead and Ormond are correct, you authorize us to pay them as soon as we collect sufficient funds on your behalf.

We would appreciate receiving an early reply from you in order that we can get these matters straightened out.

Yours truly,

AMcA:DE

A. McAlister,
Claims Department.

EVACUATION SECTION
Rec'd DEC 28 1943
File No. 5614
Ans.
Referred Bell

Fumiko Hishi (07623
Lemon Creek
Slocan B.C.

Dear Sir,

Please send me Kinds Bogu & Shinaye & Shinaye case that I have left at third Ave house of Mr. Ola.
Will you please send us the brown ennamel bed and spring? we don't need any mattress and one barrel shoyu and one can rice that left at our house before we leave. He can hardly buy those thing now.
Please check up the greenhouse. I don't think its broken we just build it up when we leave and its all new glasses I guess somebody break our glasses that Joubert fault he had to look after the house and greenhouse.

He should have to pay me half the
profits from the sale of the tomatoes
that we planted before we came. He ~~didn't~~
even let me know how much he raise
from tomatoes I write a letter often but
he never answer. Please check up
those thing and let me know as soon
as you can. If the tomatoes goods I
think he raise 5 to.

Yours Truly

Fumiko Kishi

EVACUATION SECTION
Rec'd FEB 18 1944
File No. 3614
Ans.
Referred
B-165-A

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address 48 Holly Ave., Date February 8, 1944.

Lemon Creek, Slocan, B. C.

To: The Secretary of State, acting in his capacity as Custodian, Vancouver, B.C.

I, NISHI Fumiko, Police Registration No. 97025 hereby request you to release to me the under-noted property stored at Home of Mr. Ota, Third Avenue, Port Alberni. in possession of The Custodian and I release you from any claim whatsoever with respect to such property.

Description of Property:

1 only Kendo Bogu and bag (fencing) (stored at home of Mr. Ota, Third Ave.)

1 barrel shoyu (stored at house on corner of Elven & Argyle St., Port Alberni)

1 can rice (25 lbs.) (stored at house on corner of Elven Ave. & Argyle St.)

Original Address Corner of Elven Ave., & Argyle St., Port Alberni.

Date Evacuated to Vancouver

Date Evacuated to Present Address March 16, 1942.

Number in Family - 12 years and over 2

Number in Family - 5 to 11 years old 2

Number in Family - under 5 2

TOTAL NUMBER IN FAMILY 6

I agree to pay all charges as required by the British Columbia Security Commission.

APPROVED:
BRITISH COLUMBIA SECURITY COMMISSION

Per: W C Collins

Fumiko Nishi
Claimant Signs Here

Vancouver, B.C., February 17th, 1944.

Custodian of Alien Property,
506 Royal Bank Bldg., VANCOUVER, B.C.

Two copies of Release to you for goods from Port Alberni. In view of the fact that you reported everything as having been sold, in this case presume you will advise this man direct, with copy of the letter to this office.

BRITISH COLUMBIA SECURITY COMMISSION

CWF:FF

W C Collins

~~2614~~
1936

February 26th, 1944

Mr. Ernest Joubert,
Corner Argyle St. & 11th Ave.,
Port Alberni, B. C.

Dear Sir:-

Re: Mr. & Mrs. Hidetaro NISHI

We have had a request from the B. C. Security Commission to ship the following goods to Mrs. Fumiko (Hidetaro) Nishi, at Lemon Creek, Slocan, B. C.

1 only Kendo Bogu and bag (fencing) (stored at home of Mr. Ota, Third Avenue)

1 barrel shoyu (stored at house on corner of 11th and Argyle St., Port Alberni)

1 can rice (25 lbs.) (stored at house on corner of 11th Ave. and Argyle St.)

Perhaps we could ask you to attend to this rather than worry Mr. Turner especially as you know these Japanese. We presume the rice and shoyu is still on the premises but as to the other item, being evidently some sort of fencing equipment, we doubt if this can still be found. Mr. Ota lived in rented premises, we understand, and everything was moved from there by Mr. Burnip, the auctioneer, and since sold. It is, of course, possible that he did not dispose of this equipment in which case, perhaps you would include it with the shipment.

If you incur any expense in making this shipment, please let us know and we will keep a record of this to refund it to you when this property is sold.

Yours truly,

H. F. Green
Protection Department

HFG:IF
C/C sent to Security Commission

1936
3614

March 15th, 1944

Mr. E. Joubert,
General Deliver,
Port Alberni, B. C.

Dear Sir:-

Re: Mr. & Mrs. Hidetaro NISHI

This is just to thank you very much for arranging shipment of the Shoyu as per yours of March 10th. We note that the rice had been spoiled by moths and the fencing equipment could not be found.

Yours truly,

H. F. Green
Protection Department

HFG:IF

1936
3614

March 15th, 1944

The B. C. Security Commission,
The Dick Building,
360 Homer Street,
Vancouver, B. C.

Dear Sirs:-

Re: Mr. & Mrs. Hidetaro [redacted]
Reg. Nos. 07622 & 07623

Further to ours of February 26th, the tenant has made shipment of the Shoyu express collect. The fencing equipment could not be found, having been left on rented premises. The rice had to be thrown away last summer, Mr. Joubert reports, having been attacked by moths.

Yours truly,

H. F. Green
Protection Department

HFG:IF

3614 & 2638.

September 28th, 1945.

Mrs. Fumiko NISHI,
Registration No. 07623,
Lemon Creek,
Slocan, B. C.

Dear Madam:

Re: Claims.

With the funds derived from the sale of your Port Alberni property we expect to be in a position in the near future where we can liquidate all unpaid claims registered against you.

From a careful review of the evidence available the following is a correct list of your outstanding liabilities at the time of your evacuation:

(1)	$ 22.50	Fuel, G. C. Shand (Ref.: 27/10/1942).	
(2)	$900.00	Cash loan 1/4/1941	A total of $1,220.00 due to Mrs. Yasi TAKESHITA (File No. 2638).
	$300.00	Cash loan 8/8/1941	
	$ 20.00	Cost of Flooring	
(3)	$ 29.55	Plumbing, R. H. Ormond (Ref.: 27/10/1942).	
(4)	$ 98.00	Balance for work done, R. Joubert (Ref.: 2/6/1944).	

Of these items, (3) was paid by Turner Bros. out of rent, and (4) was rejected by you and withdrawn by Mr. Joubert. This leaves (1) and (2) still unpaid and funds to meet these liabilities will remain frozen in your account until they are liquidated, by payment or cancellation by creditor. Therefore, will you please (A) confirm and authorize payment, if correct, or (B) show conclusively wherein they are not correct.

The availability of sufficient funds with which to pay these debts is entirely due to the quite exceptionally favourable sale of your property, reported to you on the 7th June.

After paying outstanding balance of Agreement for Sale, accumulated taxes, etc., there is a balance at the credit of your account at the present time of $1,332.59. A complete statement of the sale will be sent you as soon as possible.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

DEPARTMENT OF LABOUR

DEPARTMENT OF LABOUR
JAPANESE DIVISION

BRITISH COLUMBIA SECURITY COMMISSION

Lemon Creek, B.C.,
October 9, 1945.

To: Administration Department,
Office of the Custodian,
Japanese Evacuation Section.

I, Mrs. Fumiko NISHI, #07623, agree that the following liabilities as shown against me in Custodian's letter of September 26, 1945, is correct, and that same can be paid by the Custodian and charged against funds now held by them in my name; namely:

$21.50	Fuel, G. C. Shead	(Ref.: 27/10/1942)
900.00	Cash loan 1/4/1941	A total of $1,220.00 due to Mrs. Tsui TAKESHITA (File No. 2638).
300.00	Cash loan 6/8/1941	
20.00	Cost of Flooring	

WITNESS: [signature] [signature]

1221.50

DEFENCE BRIEF

(Mrs.) Fumiko NISHI

File No. 1614

Case No. 808

Moose Jaw, Sask.
7 April 1948

REAL PROPERTY CLAIM

1. Real Property Claim

$3500.00

Appraised at

$1700.00

Sold for

$2000.00

Witness - Thor M. Petersen - Appraiser.

Ex. 1 - Statement of Property.
Ex. 5 - Two appraisals.

PERSONAL PROPERTY CLAIM

2. Chattel Claim

$625.00

(a) Goods valued by claimant at $450.00 left under the custody, control or management of someone other than Custodian, appointed by the owner of the property.

Witnesses - H.G. Hinton, C.A., Victoria.

E. Joubert

Turner Bros.Ltd., Port Alberni, B.C.

See Hinton's report now on file page 3 & 4; also claimant's signed statement dated 19 Aug. 42 at back of file.

(b) Goods valued at 175.00 sold with real property as fixtures. (Watering system, etc.)

Ex. 2 Statement of Personal Chattels.
Ex. 3 Analysis of Personal Property Claim.
Claimant declared nothing, but her husband did, see Col.1, Ex. 3.
Trans.14 Mrs. Nishi's husband is not filing a claim, she is claiming for both, with her husband's knowledge & consent.

RWN/mw

3614

December 6th, 1950.

Mrs. Fumiko NISHI,
Silver Dell,
1827 South Railway St.,
Regina, Saskatchewan.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 808

We have received from the Co-Operative Committee on Japanese Canadians, our form of Release which has been executed by yourself covering the award recommended under the above Claims Commission for the sum of ... $473.50.

Cheque in your favour is enclosed for $446.11

and we have paid the Co-Operative Committee .. $ 27.39

for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS/js
1 encl.

Name of Claimant NIESH, Pauline

Custodian File 3614

Case 908

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
		2000.	200.	200.00 12.50							312.50

PERSONAL PROPERTY

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

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
			46%	350.00	161.00			161.00

TOTAL RECOMMENDATION 473.50

1540

CASE NO. 508.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I, REVISED STATUTES OF CANADA 1927, CHAPTER 35.

INDIAN PROPERTY CLAIMS COMMISSION

REPORT

(THE HONOURABLE MR. JUSTICE H.I. KING, COMMISSIONER).

Moose Jaw, Saskatchewan,
April 7th, 1948.

IN THE MATTER OF THE CLAIM OF
(MRS.) FANNY KING.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

P.G. MAKAROFF, Esq., K.C., appearing for the Claimant.

A. WATSON, Esq., Secretary.
D.J. HANDFORD, Esq., Official Interpreter.
E.M. LANGFIELD, Esq., Official Reporter.

Mrs. F. Nishi,
In Chief.

THE COMMISSIONER: Are you ready to go on with Mrs. Nishi?

MR. MAKAROFF: Yes, with No. 5, my lord, Mrs. Nishi.

THE SECRETARY: Case No. 808, Mrs. Fumiko Nishi.

Do you speak English?

THE WITNESS: Yes.

(MRS.) FUMIKO NISHI, the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. MAKAROFF:

Q Your first name is Fumiko? A: Yes.

Q Is that your name or your husband's?

A My name.

Q That is your name? A: Yes.

Q And what is your husband's name? A: Hidetaro.

Q And you are now residing in Regina?

A Yes.

Q With your husband? A: Yes.

Q And at the time of the war before, I take it, you were evacuated from the Coast? A: Yes.

Q You had been living at Port Alberni, is that right?

A Yes.

Q What were you and your husband doing there?

A He is teaching school and after that he is doing the greenhouses and —.

Q Who was teaching school? A: My husband.

THE COMMISSIONER: Mrs. Nishi, I would like you to speak up. It is important to hear what you say.

MR. MAKAROFF: Your husband had been teaching school?

A Yes.

Q And then you went into the greenhouse business?

Mrs. Ta Kuhit,
Ex Cross.

A Yes.

Q And did your husband buy some property for that purpose? A: Yes.

Q And I show you here an agreement. Here is an agreement for sale from one Ernest Jumbert?

A Yes.

Q To Pauline Kiehl? There is also a name there, Taimo Takuhiin? A: Yes, but she has changed this. But I changed this, to My myself.

Q You purchased this alone by yourself?

A Yes.

Q Does the agreement calls for a purchase price of $800.00.

MR. REEVES: We concede that this was purchased by her for $800.00, $400.00 cash.

MR. MAHAFFY: Well I don't purpose to go over all details. You paid $400.00 cash and some monthly payments? A: Yes. And not finished paying yet.

Q And you are not finished paying yet?

A Yes.

Q I see. What did this land consist of? How many acres? A: I think three acres, over.

Q Over three acres? A: Yes.

Q And how much of it was cleared?

A One acre is cleared.

Q One acre cleared? A: Yes.

Q Perhaps we will speed it up in this way: We

assume that you were evicted and you left your land and a lot of belongings there?

A Yes.

Q And now I show you a statement here of personal property and business. Personal property, in brackets, business, in which you list your claim as to buildings, land and improvements. Is that your signature?

A Yes.

Q And this statement was prepared by your solicitor?

A Yes.

Q And to the best of your knowledge, information and belief, is that a correct, an accurate statement?

A Yes.

Q Of your claim? I tender that, my lord.

(STATEMENT MARKED EXHIBIT NO. 1).

THE COMMISSIONER: Q: Where was this land, Mrs. Hibbs?

A At Port Alberni, between 11th and 13th Avenue.

Q That is right in the town of Port Alberni?

A Yes.

MR. MACKENZIE: Q: When you bought the land were there any improvements on that land?

A They had one barn, and the man's to live in.

Q I beg your pardon? A: They had one barn.

Q Yes, and---? A: And one personal house, this enemy's.

Q Was your shack? A: Yes.

Q Now what did you add to that? A: We add two rooms.

Q You add to this dwelling that was there?

A Yes, and two parlours and then bedrooms, and one toilet and bathroom.

Q You understand the plan? A: Yes.

Q And you also built a greenhouse?

A Yes.

Q And the particulars of the payments are in this statement you filed? A: Yes.

Q As to labour and cost? A: Yes.

Q And then you cultivated more land. Did you clear more land? A: Yes.

Q How much? A: About half an acre.

Q One-half an acre. Do you know how much that would cost? It is pretty hard to figure out, eh? You did that yourselves? A: My husband.

Q You did not hire help to do that?

A No.

Q And this cleared land, did you have it under cultivation, that would be two acres or more, did you cultivate that? That is, cleared? Did you plough up and put plants in?

A We just started to put in and had to evacuate it.

Q Did you not put in a crop of tomatoes?

A In the greenhouse.

Q In the greenhouse? A: Yes.

Q I see. And these tomato plants in the greenhouse, were they to produce tomatoes right there for sale?

A Yes.

Q Out of the greenhouse? A: These early ones.

Q And how much would these plants cost in the condition they were in when you evacuated?

A I think we should get out about one thousand dollars over the crop.

Q About one thousand dollars more for the plants?

A Yes.

Q There were approximately how many plants, 800, you think? A: About 800 plants.

Q You have a claim here for 800 plants at $1.50 gross, a plant, for crop. Do you want to reduce that to $1200.00 or did they cost you $200.00 before and then increase in value under your culture?

THE COMMISSIONER: I am afraid you must let the witness give the evidence.

MR. MAKAROFF: I am going just so far.

THE COMMISSIONER: Don't go too far.

MR. MAKAROFF: I am trying to get this out.

MR. MEWETT: I don't like to interrupt but this property was leased by the claimant and I would submit there cannot possibly be a claim for the tomato plants. It was a one year lease. The tomato crop was to be shared fifty-fifty.

MR. MAKAROFF: I have no information that it was leased to anybody.

THE COMMISSIONER: Yes. On the bottom of Exhibit 1, "an evacuation rented to E. Joubert, at $10.00 per month, $5.00 to be written off amount owing and $5.00 to be sent."

THE WITNESS: Mr. Joubert.

MR. MAKAROFF: Q: And that is the man who sold it to

your? A: Yes.

Q And you wanted it back to him?

A Just the house. He says he wants to look after the house and my husband was away one week before we and I have nothing to do but say.

THE COMMISSIONER: In your Exhibit 1 you say, "In addition was to share proceeds of tomato crop fifty-fifty".

A Yes, that's right, but he didn't send us anything.

THE COMMISSIONER: Well, perhaps that is your misfortune. I don't think you can base a claim on it. If the place was rented on a crop-sharing basis, that is something quite outside the Custodian's responsibility because he would not interfere with a bargain of the kind.

MR. MAKAROFF: Except that this was done under the compulsion and pressure of evacuation orders.

THE COMMISSIONER: There have been a good many claimants who have sought to base their claims on that promise that that was done in the carrying out of the evacuation, but that is beyond my purview.

MR. MAKAROFF:Q:So you did not receive any proceeds of that tomato crop? A: No.

Q Then you erected a fence, did you, there?

A Yes.

Q On the place. That was with how much?

A About $200.00.

Q About $200.00. Make up some of that loss there, my lord. Now did you leave any goods and chattels there? A: Yes.

Mrs. F. Hsieh,
In Chief.

Q I show you a statement entitled "personal chattels". Is that your signature? A: Yes.

Q And you have examined this inventory here, the date of purchase, whether they were new or old, the price paid, condition they were in, and the estimated value on the date of evacuation: What have you to say about that? Is it reported to the best of your knowledge? A: Yes.

Q And judgment and belief. I tender that, my Lord.

(MEATHERBY MARKED EXHIBIT NO. 2).

Q Now these items amount to $625.00. Now where did you store these things? A: Some in the house and some in Third Avenue, Mr. K. Ota's house.

Q Mr. K. Ota's house? A: Yes.

Q And on those instructions did you store them there?

A I went out myself with the truck.

Q Did the Custodian know anything about that, or his representative? Did he know anything about that?

A No.

THE COMMISSIONER: I did not hear you.

A No.

Q You did not notify the Custodian where you were storing them? A: The Custodian knows, I think.

MR. MAKAROFF: Q: Did you make a declaration in the J.P. Form?

MR. MORTON: My lord, she declared nothing, but her husband did in column 1. It is entered in this document which it would be as well to file at this

Mrs. F. Webb,
In Chief.

time.

MR. MAKAROFF: An analysis of personal property claim.
(ANALYSIS MARKED EXHIBIT NO. 3).

MR. EXHIBIT 2.

MR. MAKAROFF: The second was the personal chattels, and the first one was business property. Well this J.P. form doesn't disclose any assets, does it? Dwelling, house, greenhouse, and the property.

THE COMMISSIONER: You had better have her identify her signature.

MR. MAKAROFF:Q:Is this your signature here?

A Yes.

Q You didn't list anything under personal property? How is that? Those chattels that you now list in Exhibit 2, they are not listed in here. How do you explain that? Did you figure they belonged to your husband or both, or what?

A I did not do anything. I never had this kind of paper.

Q Whose signature is that? A: That is mine.

Q You must have had it when you signed it. This is April 10th, 1942. Maybe you don't remember these trifling things in those days.

A No.

THE COMMISSIONER: What is your answer?

A I don't remember.

Q You have no recollection of signing that document, is that it? A: Yes.

MR. MAKAROFF: Do you remember Mr. Logan, E.J. Logan?

Mrs. F. Hinkl,
In Chief.

A No.

Q His signature appears here as a witness. On April 10th, 1942, where were you?

A We left the Coast March 18th. I think at Hastings Park.

THE COMMISSIONER: You would have been at Hastings Park at that time? A: Yes.

THE COMMISSIONER: That is in Vancouver, Mr. Nakaroff.

MR. NAKAROFF: I will file this Custodian's report.

(REPORT MARKED EXHIBIT NO. 4).

Q Would it be true for you to have said at that time that you had no furniture, fixtures, equipment and machinery, stock-in-trade and personal effects? You hadn't anything like that?

A I had but I did not fill it out.

Q Did your husband fill out one of these?

A I don't know. He and husband is separate.

MR. HUTCHEON: I have it here. As shown in column 1 on Exhibit 3.

MR. NAKAROFF: Of the analysis.

MR. HUTCHEON: Yes.

THE COMMISSIONER: You might call her attention to those articles and perhaps she will be able to say whether these are the goods she is now claiming for.

MR. NAKAROFF: Q: When you left home, did you leave these articles, or any of them, behind you: beds?

A Yes.

Q How many? A: Two beds I know, and couch.

Q And—? A: One outside.

Q And bubbs? A: Yes.

Q How many? A: I think one.

Q Just one table. Was there one in the kitchen and one in the dining room, or do you know?

A I think I gave out one dining room.

Q You gave it away, you think? And chairs, how many chairs? A: Three chairs.

Q Speak out a little so his Lordship will hear.

A Yes.

Q Sewing machine? A: Which I got already.

Q It has been returned? A: Yes.

Q And carpenter's tools? A: Yes.

Q Garden tools? A: Yes.

Q Small bath and water tank? A: Just water tank. I gave the steel bath away when I leave.

Q You gave the steel bath away? A: Yes.

Q And running bath and basin? A: Yes.

Q And furnishings for four rooms? A: Yes.

Q And what do you mean by furnishings?

A Carpets and everything.

Q Carpets? And draperies? A: Yes.

Q And stove? A: Yes.

Q Hot water tank? A: Yes.

Q And watering system? Now where is that watering system? Where is that? A: We have and no water pipe in the house and we have to put it through the—

Q Under the ground? A: Yes, in the ground.

Mrs. H. Hishi,
In Chief.

Q So that is like an improvement to your holding that you bought? A: Yes.

Q And there is one, a stove and hot water tank. At the side of the stove, I suppose, That is where?

A In the kitchen.

Q In the kitchen? A: Yes, and a small one in the dining room.

Q A small stove in the dining room?

A Parlour or living room.

Q And then you had three beds here. We have that listed. What about clothing? Did you leave some clothing there? A: Yes, in Mr. Oka's house.

Q And I think you have covered the other items. Would your Lordship wish me to go through the items of the claim or are they covered?

THE COMMISSIONER: I think they are pretty well covered.

MR. MAKARIOFF: I think so. Now, did you receive any payment from anybody for these goods and chattels you left behind? Anybody pay you any money for these goods, personal goods and chattels?

A No.

THE COMMISSIONER: It appears from the Custodian's analysis that four articles were not found, and one was stolen, and another one sold.

MR. MAKARIOFF: Q: Did you have any hose? There is 200 feet of hose here listed under greenhouse in the first exhibit. Was there any hose in the greenhouse, rubber hose, I presume?

A Yes.

Mrs. F. Hiehl,
In Chief.

Q How much? A It is a long one. Outside the greenhouse.

Q Well you are not claiming anything for that. Any personal chattels? Do you know what that would be worth? Or is that part of the watering system?

A Maybe.

Q Yes, maybe it is. A Maybe.

Q Of course the water is brought in underground?

A No, that is a pipe.

Q Not a hose. That is a pipe and that pipe leads into the house? A Yes.

Q And have you the same pipe leading into the greenhouse? A That hose is taking to the greenhouse.

Q Would that be included in the cost of the greenhouse you put in here? $1150.00, depreciation $250.00, do you figure that in the cost of the greenhouse?

THE COMMISSIONER: The claimant doesn't appear to know.

MR. HARRIS: Do you know the price of the hose, or how big a hose was it; or a how many inch?

A I don't remember how many inch.

Q And the furnace was in the greenhouse?

A Yes.

Q There was a furnace? A Yes.

Q And were the pipes and heater there?

A Yes.

Q You had some garden tools, had you?

A Yes.

Q All right, I think that is all.

MR. HUTTER: My lord, before we proceed I wonder if we

could just have it definite that this witness is claiming for things, that her husband is not going to claim for the same things, and that it is a combined family claim?

THE COMMISSIONER: I would take it so. But I think the witness should say.

MR. KAKAROFF: Q Is your husband filing a claim or are you claiming for both? A: Yes, both.

Q Your husband is not putting in a claim?

A Yes.

THE COMMISSIONER: You are here with the full consent and approval of your husband? You are presenting your claim to your husband's knowledge?

A Yes.

Q And with his consent? A: Yes.

Q He agreed to your coming here? A: Yes.

MR. HUTTON: It is submitted, my Lord, that the real property was sold for its fair market value, it is submitted that the thousand dollars claimed for goodwill is not within the terms of reference in that it is an submitted not sold as a going concern.

MR. KAKAROFF: In that particular, my Lord, we are abandoning the claim for goodwill.

MR. HUTTON: It is submitted that the claim for the tomato spray is not within the terms of reference. It is submitted that the personal property was left under the custody, control or management of some person other than the Custodian appointed by the owner and accordingly only those items which

later came into the custody or control of the Custodian are within the terms of reference.

THE COMMISSIONER: I presume that you are referring now to Joubert?

MR. HUGHES: To Mr. Joubert, yes, my lord.

THE COMMISSIONER: Oh, I notice that there were personal chattels stored at the home of K. Ota on Third Avenue in Port Alberni. Perhaps you had better clear that situation up with the witness.

MR. HUGHES: I do, thank you, my lord.

CROSS-EXAMINATION BY MR. HUGHES:

Q This stove and hot water tank and watering system, were they left in your house when you left? The stove and hot water tank and watering system, did you leave them in the house when you evacuated?

A Yes.

Q You left three beds there? A: Yes.

Q Now you say you took the four boxes of clothes and the other items you mentioned here to the home of K. Ota? A: Yes.

Q And that included all your garden tools and your household tools, carpenter and garden tools?

A The gardening and the household tools left in the house.

Q So then really only the four boxes of clothing and the fencing outfit were the only ones removed?

A Yes.

Q Is that correct? A: Yes.

Q This fencing outfit, is that a Japanese fencing

suit?

A: Yes.

Q They are not commonly known by, or used by other people, the Western people?

A: No.

THE COMMISSIONER: The reporter cannot get a shake of the head. Your answer is "no", I take it?

A Yes.

MR. HUNTER: I will file the appraisals of the property, my lord. This property was appraised by Mr. Winter in August of 1944. He says (reading). Then there is a further appraisal put in by Mr. T.M. Peterson. I thought I would put these two in as one exhibit.

THE COMMISSIONER: What is the date of the second?

MR. HUNTER: On March 20th, 1945, by Thorx E. Peterson, who is apparently a welding contractor in Port Alberni.

THE COMMISSIONER: Yes, I know him.

MR. HUNTER: He says (reading).

(APPRAISALS MARKED EXHIBIT NO. 5).

THE COMMISSIONER: The first appraisal was a thousand, was it?

MR. HUNTER: Yes, my lord. The assessed value was $500.00 for the land and a thousand dollars for the improvements.

MR. MAKAROFF: What is the assessed value, please?

MR. HUNTER: $500.00 for the land and $1000.00 for the improvements. I will see if I have an assessment notice here, which will give it. Here is a later one of 1945. $500.00 for the land and $450.00 for the improvements. There seems to have been a

Mrs. E. Hiebl,
Direct
Redirect Exam.

determination.

MR. NAKAROFF: Must have been.

MR. HUBERT: It was sold as of June 1st, 1949, to Mr. Robert Chalmers for $2000.00.

THE COMMISSIONER: Well, Mr. Chalmers apparently ignored this assessment.

MR. HUBERT: Mr. Chalmers probably came from Saskatchewan and it looked good to him.

MR. NAKAROFF: An optimist.

RE-DIRECT EXAMINATION BY MR. NAKAROFF:

Q I would just like to ask a question -- when was this greenhouse built? A: In 1948.

Q It was built in 1948, and what kind of material was used? New or old, good or bad?

A New material.

Q New material. And do you know how much money who put into it? A: I don't know.

Q You are not sure? A: No.

THE COMMISSIONER: I will take this statement of at least prima facie proof.

Q Is your husband a carpenter, Mrs. Hiebl?

A No.

Q Did your husband build it? A: He and another carpenter built it.

MR. NAKAROFF:Q:Was it breaking down at all?

A No.

Q Bulging at the seams? A: No, we just built it and --

Q And it was all right? A. Yes.

THE COMMISSIONER: Well, for your information I happen to know this contractor whose name is mentioned, have known him for a long time, and he is a very competent man, in fact he has built a great many places in Port Alberni. It is one of the new and rapidly growing towns on Vancouver Island.

MR. MACAULAY: This explanation that he was placing a conservative valuation.

THE COMMISSIONER: The Government will have to call him.

MR. MACAULAY: This is a Liberal regime now.

THE COMMISSIONER: The member for Alberni is an Independent.

MR. MACAULAY: That is all, thank you.

THE COMMISSIONER: Thank you, Mrs. Hicks.

(Witness exits)

(PROCEEDINGS ADJOURNED AT 4:30 P.M.)

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

H.M. Langfield.

H.M. LANGFIELD,
Official Reporter.