

4970

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: HIKIDA Masaharu.HOME ADDRESS: P.O. Box 69, 129. Garry Road, Steveston B.C.REGISTRATION NUMBER 03388. SEX: Male. AGE: 26.OCCUPATION: Fisherman and Farmer.

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

EMPLOYER: Self.MARRIED? Yes.NAME OF WIFE OR HUSBAND: Sadako.ADDRESS OF WIFE OR HUSBAND: as above.NAMES OF ANY LIVING CHILDREN: Nobue (F)ADDRESS OF CHILDREN: as above.AGE OF CHILDREN: 1 year.

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

1. LOCATION AND DESCRIPTION: 129. Garry Road, Steveston, B.C.
Municipality of Richmond, Lot 19 of Section 2, Block 3, North Range 7 West in
the District of New Westminster, B.C. Title Certificate No. 139546 E.

2. BUILDINGS AND OTHER IMPROVEMENTS: as above.2 Storey Dwelling House of 8 rooms.Garage.Barn.EXHIBIT NO. 664-7DATE Sept 14/42FILED BY Vra Rice

3. INSURANCE (Give particulars; state where policies are) \$1,000.00 Fire Insurance,
North West Fire Insurance Co., Vancouver. Policy No. 205276. in own possession.

4. TAXES (Amount and where payable) \$62.00 Municipal Tax, paid at Brighthouse. 1942 paid.

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

6. OCCUPANCY AND LEASES (If vacant so state)

Occupied by owner and family. House leased to Wm Scott, Minnie Richmond
Farmer, 7th month for duration of season. Land leased to Chas. H. Bradbury
Richmond, Farmer, \$90.00 per year for the duration.
Leases drawn by T. H. King, Steveston.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: In safe deposit box at Royal Bank of
Canada, Steveston, B.C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None.
9. IF FARM LAND STATE CROPS SOWN: Loganberries, Strawberries and Vegetables
on 4 1/2 Acres of land.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: None.
2. LANDLORD'S NAME AND ADDRESS: None.
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None.
4. STATE WHEREABOUTS OF LEASE: _____
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) _____
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: _____

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Packed into one room at 129, Garry Road, Steveston, B.C.
Sofas 2, Cushions 30, Chairs 15, Tables 3, Chest of Drawers 2, Stoves 4, Furnaces 2,
Bedroom sets 4, Lamp Stands 2, Trunk 1, Beds 4, Baby Carriage, Gramophone, Clocks 2,
Buddhist Shrine, Books 200, Toys 10, Trays 7, Kitchen Utensils set for 16 people,
China, Fertilizer (Lime) 2 tons, Hose, Lawn Mower, Shovel, 10, Hoes 10, Picks 2,
Wheelbarrows 2, Hand Trucks 2, Cultivator, Strawberry Boxes 250, Loganberry Boxes 200,
Sprays 2, Wire 300 ft. Sacks 300, Chicken wire 200 ft. Fence Posts 200, Wood 10 cords,
Gas Stove and Lamp, Irons 2, Row Boat, Cupboards 2, Anchor Ropes 3, Storage Battery,
16 Fishing Nets, 9 Cork Lines and 9 Lead Lines, 150 fathoms each, all in barn at 119 Garry Rd.
Key of room to be given to Mr. William Scott who has agreed to rent the house, but who is
not to have the use of the furniture - but the tenant of the land is
to have the use of the farm implements etc.

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.

4. INSURANCE CARRIED ON ABOVE PROPERTY: \$500.00 Fire Insurance, North West
Fire Insurance Co., Vancouver. Policy No. 205276, in own possession.

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: \$1,500.00 approx. in Royal Bank of Canada, Steveston, B.C.

9. LIFE INSURANCE: \$1,000.00 20 year Endowment, Policy No. 818146,

\$1,000.00 20 year Endowment, Policy No. 2188250,
Sun Life Assurance Co., Vancouver, Beneficiary, wife Sadako. Policies in Safe Deposit Box
at Royal Bank of Canada, Steveston, B.C.

10. INTEREST IN ANY ESTATES OR TRUSTS. No.

11. SAFETY DEPOSIT BOX: in Royal Bank of Canada, Steveston, B.C. No Number.

LIABILITIES:

1. PERSONAL DEBTS: None.

2. TRADE DEBTS: None.

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

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

Dated this 20th day of April 1942.

A. J. McArthur

Witness

(Signature)

S. J. Hikiida

FOR DEPARTMENTAL USE _____

INFORMATION FROM R.C.M.P.

DATE Apr. 30, 1943

Our File No. 4970

Full Name HIKIDA, Masaharu
(Surname in Block Letters)

Registration No. 03388

Male - Female
(Check)

Age Oct. 9, 1916

Former Address P.O. Box 69, 129 Garry Rd., Steveston, B. C.

Date Evacuated May 15/42 Naturalized - Canadian-Born - National
(Check)

Present Address c/o Martin Jensen, Picture Butte, Alta.

Married - Single
(Check)

Name of Wife Sadako

Name of Husband

Name of Mother HAYASHI, Shio

Name of Father HIKIDA, Yazaemon #03409

Names of Children under 16 Nobue 2/7/40

Requested by ECT

Registered with Custodian yes
(Yes or No)

Additional Information Fisherman & farmer. Property owner 5 acre farm 1 car

Packard '37

October 26, 1946.

REAL PROPERTY SUMMARY

JAPANESE NAME: Masaharu HIKIDA, Registration No. 03388, File No. 4970.

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

PROPERTY ADDRESS: 129 Garry Street, Steveston, B.C.

LEGAL DESCRIPTION: Lot 19 of Section 2, Block 3 North, Range 7 West, Map 963, Municipality of Richmond in the District of New Westminster.

CLASSIFICATION: Farm and dwelling

ASSESSED VALUE: Land \$1174.00 Annual taxes \$16.43
Improvements \$2900.00

TITLE: Registered in the name of Masaharu HIKIDA.

ENCUMBRANCES: None registered and no indication of any unregistered.

Vesting Order No. 24543 - August 13, 1942

HISTORY OF ADMINISTRATION: The Custodian's representative reports on May 7, 1942, "The building is actually 2 houses, one storey, frame, shingle roof and basement, connected by corridor, in fair condition, with exception that they are badly in need of paint."

Before evacuation Masaharu HIKIDA entered into a Lease Agreement for the duration of the war with Japan with one Charles H. Bradbury covering the land only on lot 19, consideration being \$90.00 per year, due on the 15th day of April each year. HIKIDA acknowledged receipt of the sum of \$90.00 for the year 1942.

The dwelling, orchard and half the barn were leased by HIKIDA to one William Scott for \$7.00 per month plus water, from May 1, 1942 for the duration of the war with Japan, including a certain amount of furniture and fixtures.

In conjunction with the Director, The Veterans' Land Act, a new lease was entered into on December 10, 1942 with Charles H. Bradbury from November 1, 1942 to October 31, 1943, consideration being \$50.00. No explanation is revealed on the file as to the reduction of rent.

The rental of the house to William Scott was not disturbed. It is noted, however, in a memorandum dated March 11, 1943, Mr. Bradbury was taking possession of the larger of the two houses and Mr. Scott was moving into the smaller house.

File No. 4970

October 26, 1946.

Real Property Summary (Continued)

London & Lancashire Insurance policy #3400766 --
\$500.00 on the dwelling and \$500.00 on household
furniture.

The \$500.00 on the furniture was cancelled and a
rebate of \$1.60 was credited to his account (see
letter April 13, 1944).

\$500.00 on the dwelling was transferred to the
Director, The Veterans' Land Act and the unexpired
premium in the amount of \$15.97 was credited to
his account February 22, 1944.

SOLD: To The Director, The Veterans' Land Act for \$1767.00.
Adjustments calculated as of January 1, 1943.

Funds released to the credit of Masaharu HIKIDA on
February 9, 1944.

A complete statement of his account was forwarded to
HIKIDA on April 18, 1944.

Certificate of Title No. 166790-E was delivered to
the Director on February 29, 1944.

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



George Peters
Office of the Custodian.

GP/ic

RP,
I
Registration Number 03388

HIKIDA, Masaharu

P. O. Box 69, 129 Garry Rd., Steveston, B. C.

LOCATION AND NATURE OF PROPERTY

Lot 19, Sec. 2, Block 5 North,
Range 7 West, Map 963, Dist. of
New Westminster. C of T #139546E.

OWNERSHIP

Property owned by the above Masaharu Hikida.

LAND AND BUILDINGS

The building is actually 2 houses, one storey, frame, shingle roof and basement, connected by corridor, in fair condition, with exception that they are badly in need of paint.

TAXES

Taxes paid for the year 1942.

INSURANCE

Policy #202576, North West Fire Ins. Co.,
for \$1000, expiring 1944.

Policy #3400766, London & Lancashire Ins. Co.
for \$1000, expiring 1945.

FINANCIAL POSITION

Claims to have no liabilities. Inventory of furniture is attached hereto. This furniture is stored in a house on the property, leased to Wm. Scott for the duration. The land, which consists of 4½ acres, has been leased to Chas. H. Bradbury at \$90 per year for the duration. Leases in both cases were drawn by T. C. King of Steveston.

RECOMMENDATION

I would recommend that the arrangements with the Lessees be permitted to remain.

May 7, 1942.

A. Marker

Registration Number 03388

HIKIDA, Masaharu

INVENTORY

Inventory to be stored in a part of the house

2 Sofas
3 Tables
2 Stoves
2 Heaters
30 Cushions
1 Buddhist Shrine
1 Baby Carriage
10 Toys
Sundry Kitchen Utensils
250' Garden hose
10 Shovels
2 Rucks
5 Chairs
4 Bedroom suites complete
2 Lamp Stands
1 Trunk
2 Clocks
1 Gramophone
200 Assorted Books
7 Trays
Chinaware for 16 people
1 Lawn Mower
10 Hoes

The following is to be stored in the barn

2 Tons Lime for Fertilizer
1 Wheelbarrow
2 Hand Trucks
1 Cultivator
200 Loganberry Boxes
500' Wire
200' Chicken Wire
2 Sprays
300 Sacks
200 Fence Posts
Gas Stove and Lamp
2 Irons
1 Row Boat
2 Cupboards
3 Anchor Ropes
1 Storage Battery

May 7, 1942.

Registration Number 03388

HIKIDA, Yasuharu

INVENTORY OF NETS (also stored in the barn)

1	Net	200	Fath	4/40	x	60	x	5"
1	"	150	"	4/40	x	50	x	5 & 7/8
1	"	200	"	4/40	x	55		5 1/2
1	"	100	"	4/40		50		6 1/2
1	"	150	"	4/40		50		6 1/2
1	"	200	"	5/40		50		7"
1	"	200	"	5/40		60		7 1/2
1	"	150	"	5/40		50		7"
1	"	200	"	9/40		40		8 1/2
1	"	150	"	10/40		45		9"
1	"	150	"	4/40		50		6 1/2"

9 Cork Lines 150 Fathoms each
9 Lead Lines 150 " "

May 7, 1942.

noted
[signature]

Farm Appraisal Report

File No. J.L.566

Land Description Lot 19, Sec. 2 Blk. 3N Rge. 7W, Map 963, N.W.D.

Containing 4.5 more or less Acres

Owner's Name HIKIDA, M. Post Office Address R.R. 1, Steveston, B.C.

Nearest Rail Point Y. Station on B.C.E. Railway Distance 1/2 mile.

Market Town Steveston 1 mile, Vancouver, 10 miles. Distance

Church (give denomination) All denominations 1-3 miles Distance

Nearest School Steveston, 1 mile Distance

State how property was identified: Registered plan, boundary check and neighbours.

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

Has 244' frontage on Carry Street along south boundary; good hard-surfaced road.

Is this district a good one? Yes; closely settled and about 10 miles from Vancouver.

Employment opportunity Fairly good at seasonal fishing, farming or industrial in Vancouver.

Predominating Nationality and religion: British, Protestant religion.

Describe Fencing and its condition: Some old wire at boundaries but generally poor and negligible. Value \$

Water supply: City water installed. Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
No. 129							Only	
HOUSE	18' x 26' 6"	Lumber	15	Shingle	30	Cement	fair	\$800.00
Addn.	15 x 21	"	8	"	15	Post	"	
Addn.	18 x 22	"	12	"	15	cement	"	
BARN	X							
Woodshed	14 x 18	"	8	"	15	post	"	20.00
BARN	X							
Net shed	28 x 44	"	10	"	15	cement	"	350.00
CRANARY	X							
	X							
	X							
	X							
	X							

Electric light installed in buildings.
House No. 129.

Total present day value \$ 1170.00

Total Value Buildings add to farm \$ 900.00

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it

habitable? Roof of original house about at re-shingling stage and needs re-

decorating throughout. Additions serviceable. \$ 200.00

Describe the basement and chimneys: Old cement cellar somewhat dilapidated; brick chimney to ground & one on bracket. Old house has 3 rooms down and 3 up with old 3-piece bathroom.

No. rooms downstairs? Upstairs? How finished Plastered; fair to poor.

Addition locked & boarded up; looks like 5 rooms finished in shiplap.

Are buildings painted? Old house only Condition of paint Poor.

Distance from nearest bush Unexposed.

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

ACRES	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
4.5	Level 4.5 ac	Clay loam 12" to 18"	Clay	1 ac. cane fruit, Balance oats or plowed land.	\$200.	\$900.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	

4.5 ac Total value of Land \$ 900.00

Total added by buildings to value of farm \$ 900.00

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

Total value of farm \$ 1800.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Dwelling and additions dilapidated and not very attractive. Land in fairly good condition and tillage. Occupied by Japanese owner until evacuated and a tenant now in residence.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
Small fruit and truck farming in conjunction with some local work.

Noxious weeds: Some thistle in spots but not bad.

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

Municipality of Richmond.

1942 taxes, including dyke and drainage, total \$60.43.

Date: July 22nd, 1942.

Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 17th day of July 1942.

Inspector's Signature

"J. D. PATTERSON"

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

Farm Appraisal Report

HIKIDA, M

Remarks: Property quite well situated on north side of Carry Street about one mile from Steveston and ten from Vancouver.

Land is rented to Mr. Chas. H. Bradbury for duration of the war
at \$90.00 annually, payable April 10th each year.

Old original dwelling, woodshed and home orchard of about 20 trees is rented to Mr. and Mrs. Wm. Scott, an elderly couple, at \$7.00 a month.

(FOR ORCHARD LANDS ONLY)

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

Level land, lying about a mile north of the Fraser River at Steveston. Fertile alluvial loam soil, subject to Lulu Island dyking and drainage taxes.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

See taxes on Page 1. Dyke and drainage are combined in statement of taxes as furnished by the Mun. of Richmond, and total \$60.43.

ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

Cro p s:

Cane fruit, 1 ac. approx. about average condition.

Data 24 acc. "

Balance plowed or yard, etc.,

Home orchard 20 mixed fruit trees, only fair.

Total \$

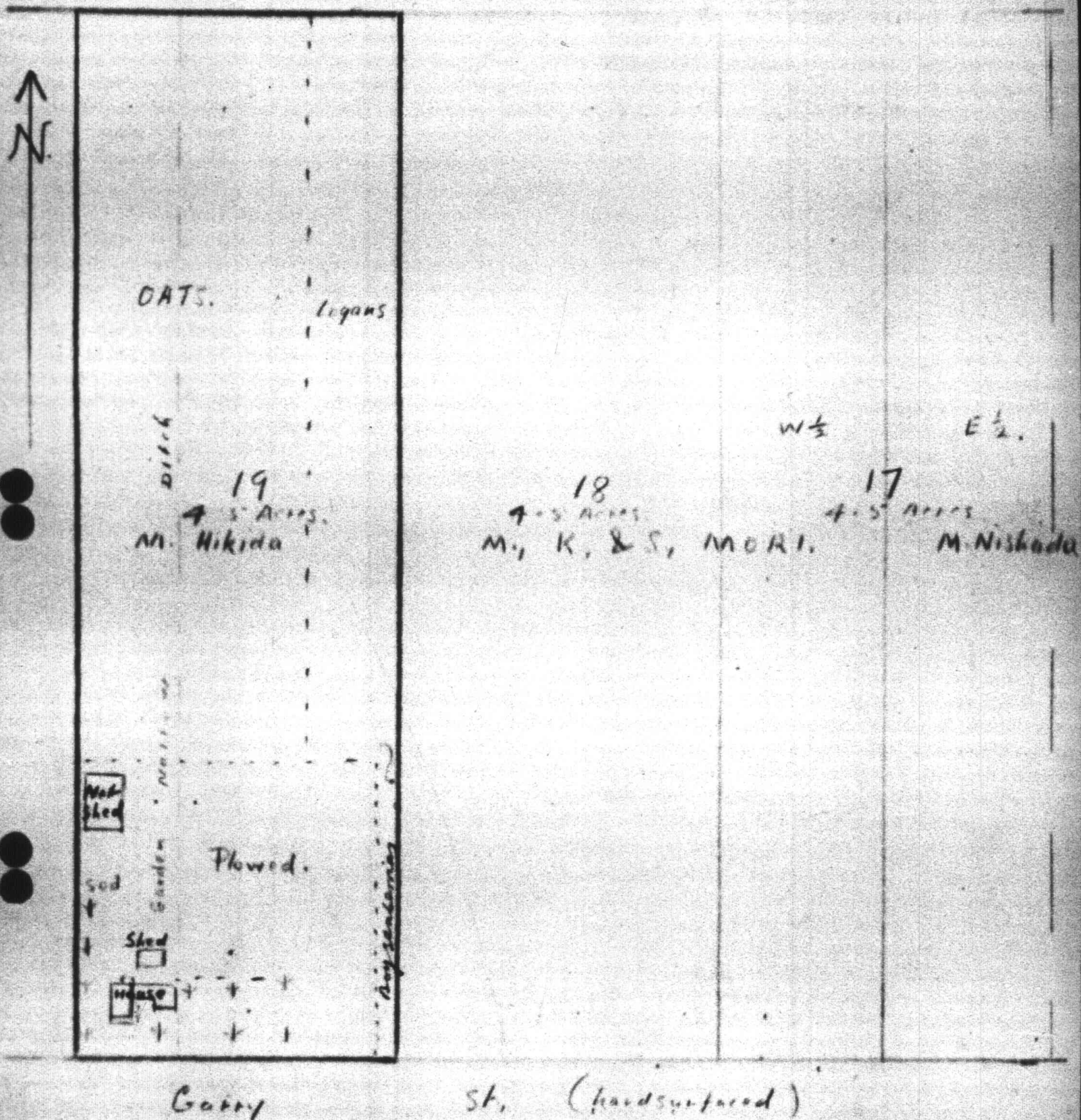
Amount fruit trees add to value of farm \$

Scale 200' = 1 inch

Diagram of Property - In Red:

M. Hikida property

Lot 19, Sec. 2, Blk 3 N. Rge. 7 W. Map 963 N.W.D.



Following careful review of this appraisal report, it is my opinion that the present value is \$ 1800.00

Date 23rd July 1942.

"I. T. BARNET"

District Superintendent.

4970
08888

SOLDIER SETTLEMENT and VETERANS' LAND ACT

File No. 30/1943
(JL-566)

Vancouver, B.C.
FEB 29 1944

A.G. Duncan Crux, Esq.,
Randall Building,
535 West Georgia St.,
Vancouver, B.C.

Hikida, Monahan

Dear Sir:-

Re: Lot 19 of Section 2, Block 3 North,
Range 7 West, Map 965,
MUNICIPALITY OF RICHMOND

I beg to acknowledge receipt of Duplicate Certificate of Title No. 166790E of the New Westminster Land Registry Office for the above parcel of land in the name of The Director, The Veterans' Land Act.

Included in the Veterans' Land Act cheque for \$ 25,972.71, in favour of The Secretary of State, forwarded to you and dated February 9th, 1944, is the amount of the purchase price in full of the above land arrived at as follows:-

Purchase Price	- \$ 1,767.00
Less arrears of taxes to January 1st, 1943,	- \$ -
Amount paid to Secretary of State	- \$ 1,767.00 /

Will you kindly acknowledge receipt of the purchase price by signing the receipt on the duplicate hereof and return it to me.

Yours truly,

W.K. Chandler

W.K. Chandler,
LEGAL ADVISER.

WKC/W

RECEIVED Cheque covering the purchase price in full of the land above described.

FEB 29 1944

Date

Solicitor for
The Secretary of State

Canada

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

File No. 4970

Reg. No. 03388

506 Royal Bank Building,
Vancouver, B. C.

Mr. Masaharu HIKIDA,
c/o Martin Jensen,
Picture Butte, Alberta.

APR 18 1944

Dear Sir:

Re: 129 Garry Road, Steveston, B. C.
Lot 19 of Sec. 2 Block 3 North
Range 7 West Map 963, D. of N. W.,
Mun. of Richmond, C. of E. 50429.

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	\$ 1767.00
Add:	
Unexpired insurance premium as at January 1st, 1943	15.97
	<u>1782.97</u>
Less:	
Tax arrears to December 31st, 1942	\$
Registration fee	3.00
Encumbrance—Principal	
—Interest	3.00
Net proceeds of sale	<u>\$ 1779.97</u>

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,
Director.

		Debit	Credit	Balance
<u>1943</u>				
Jan. 1	Balance brought forward		\$ 47.00	\$ 47.00 CR
	Credit re Sale of property		1779.97	
	Land Registry Office C/E	\$1.00		
18	a/c Sale of wood		4.00	
Feb. 16	" " " "		12.00	
Mar. 17	Nets		160.00	
Apl. 7	Lines and Skiff		100.00	
Sep. 22	Place Net		8.00	
<u>1944</u>				
Feb. 21	Proceeds Auction Sale		2.24	
		\$1.00	\$2113.21	CR\$2112.21

October 28, 1946.

PERSONAL PROPERTY SUMMARY

Re: Masaharu HIKIDA
Registration No 03388

CHATELS: See Chattel Summary.

SPECIFIED ARTICLES: There is reference made to a 1937 Packard car mentioned by the R.C.M.P... Note memo dated February 28, 1945.

VESSELS: See memo dated February 28, 1945.

BANK ACCOUNT: Approximately \$1500.00 in Royal Bank of Canada, Steveston, B.C. As this did not come under the control of the Custodian, no action required.

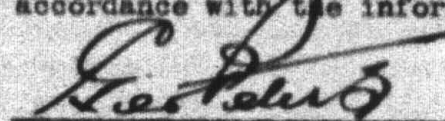
LIFE INSURANCE: \$1,000.00 20 year Endowment Policy #818146 Sun Life Assurance Co.
\$1,000.00 20 year Endowment Policy #2188250 Sun Life Assurance Co. Above two policy in Safety Deposit Box in Royal Bank of Canada, Steveston, B.C.

The cash surrender value of policy #818146 in the amount of \$1007.32 was forwarded to HIKIDA through the Custodian on October 26, 1946.

ACCOUNTS RECEIVABLE: Refund of subscription to War Savings Certificate made in December 1941 in the name of "Steveston Fish" for \$6.50, credited to his account on March 6, 1946.

No property interests other than those mentioned above are found on the file.

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



George Peters,
Office of the Custodian.

GP/ic

October 28, 1946.

CHATTEL SUMMARY

Re: Masaharu HIKIDA
Registration No. 03388

In his declaration of April 20, 1942, HIKIDA declared chattels left in care of the tenant at 129 Garry Street, also chattels left in the barn at the rear of the premises.

The Custodian's agent inventoried and sold nets in the amount of \$160.00 as of March 10, 1943. This memo states

"These nets were being destroyed by rats and dampness and the above sale was made upon the recommendation of James Law, formerly with B. C. Packers in the absence of Mr. Leckie for approval."

In addition to what was declared by HIKIDA, a request was received from the B. C. Security Commission for one sewing machine and one washing machine which were held by a Mrs. Norton who lived across the road from 129 Garry Street. These were shipped by the Custodian on December 15, 1943. Also, a shipment was made at the request of HIKIDA on January 25, 1944 (See Chattel Schedule).

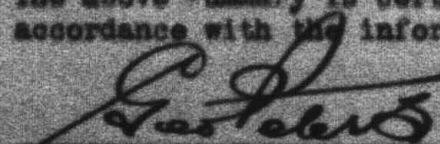
Goods removed by the Custodian on March 10, 1943, were disposed of (See Chattel Schedule).

The articles that were left in the barn, such as fertilizer, shovels, strawberry boxes, etc., were never taken in by the Custodian and we must assume these articles were of no saleable value.

why?
In October, 1945, two wooden boxes were sorted at Stevenson and personal articles such as photographs were stored in the Buddhist Temple ready for shipment at the request of the Japanese.

It is noted wood on the premises was sold to Mr. Scott, tenant, for \$25.00. This was paid to the Custodian for the credit of HIKIDA in installments and full payment was received.

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


George Peters
Office of the Custodian.

GP/lc

October 25, 1946.

CHattel, SChEDULE

Registration No. 03248

JAPANESE DECLARATION APRIL 20, 1942

Packed into one room at 129 Garry Road, Steveston, B.C.

2 sofas
30 cushions
15 chairs
3 tables
2 chest of drawers
4 stoves
2 furnaces
4 bedroom sets
2 lamp stands
1 trunk
4 beds
 baby carriage
 gramophone
2 clocks
Buddhist Shrine
200 books
10 toys
7 trays
 kitchen utensils set for 16 people
 china

All in barn at 129 Garry Road, Steveston, B.C.

2 tons fertilizer (lime)	
hose	
lawn mower	
10 shovels	
10 hoes	
2 picks	
2 wheelbarrows	
2 hand trucks	
cultivator	
250 strawberry boxes	
200 loganberry boxes	
2 sprays	
300 ft. wire	
300 sacks	
200 ft. chicken wire	
200 fence posts	
10 cords wood	SOLD
Gas stove and lamp	
2 irons	
row boat	
2 cupboards	
3 anchor ropes	
storage battery	
16 fishing nets	SOLD
9 cork lines and 9 lead lines, 150 fathoms each.	SOLD

SOLD

SOLD

SOLD

Chattel ScheduleCUSTODIAN'S AGENT, J.D. MATHER, INVENTORIES MAY 7, 1942Inventory to be stored in a part of the house

2 sofas
3 tables
2 stoves
2 heaters
30 cushions
1 Buddhist Shrine
1 baby carriage
10 toys
Sundry kitchen utensils
250' garden hose
10 shovels
2 picks
15 chairs
4 bedroom suites complete
2 lamp stands
1 trunk
2 clocks
1 gramophone
200 Asst'd books
7 trays
Chinaware for 16 people
1 lawn mower
10 hoes

The following is to be stored in the barn

2 tons lime for fertilizer
1 wheelbarrow
2 hand trucks
1 cultivator
200 loganberry boxes
300' wire
200' chicken wire
2 sprays
300 sacks
200 fence posts
Gas stove and lamp
2 irons
1 row boat
2 cupboards
3 anchor ropes
1 storage battery

October 25, 1946.

GOODS REMOVED TO STORAGE BY CUSTODIAN MARCH 10, 1943 AND MAY 25, 1944

1 basket of books	Shipped
1 big box	See Memo October 25, 1946.
2 trunks	Shipped
1 big wooden box	See Memo October 25, 1946
1 baby buggy	Missing
1 large trunk	Shipped
1 high chair	Auctioned
1 tin lined box	Shipped
2 dressers with glass	Auctioned
1 temple	Auctioned
1 wooden box of dishes	Shipped
1 dining table	Auctioned
6 dining chairs	Auctioned
1 folding couch	Auctioned
1 kitchen stove	Auctioned
4 kitchen chairs	Auctioned
1 sideboard	Auctioned
1 chesterfield	Auctioned
1 bed and spring	Auctioned
1 box heater	Auctioned
3 beds and springs	Auctioned
1 H.M. table	Missing
1 box heater	Auctioned
1 wheel barrow frame	Auctioned
1 wheel barrow wheel	Auctioned
1 sprayer	Auctioned
1 kiddies sled	Auctioned
1 box china	Auctioned
1 round table	Auctioned
2 hand saws	Auctioned
Misc. garden tools	Auctioned

Left:-

About 500 fence posts
Misc. junk

GOODS SHIPPED DECEMBER 15, 1943 AND JANUARY 25, 1944

1 sewing machine
1 new electric washing machine
3 trunks (marked off as being shipped)
Baby bed and mattress
1 gramophone
4 large boxes) chinaware
1 small box)
1 dresser
1 bureau
1 electric iron (rusted)
1 vanity and bench
1 bed complete

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

George Peters
George Peters
Office of the Custodian.

GP/ic

File No. 4970

October 25, 1945

Re: Masaharu HIKIDA
Registration No. 03388

All trunks and personal belongings in storage at Steveston were opened and inspected in October, 1945. Goods of no value were discarded; clothing of no saleable value were turned over to U.N.R.R.A.; saleable articles were auctioned and any personal photographs or goods of a personal nature are stored ready for shipment at the request of the Japanese.

HIKIDA, S.
129 Gary Street
Lot No. 186

Description:	1 open wooden box
Personal:	3 framed photos, 2 with broken glass. 3 photographs

Lot No. 188

Description:	1 open wooden box
U.N.R.R.A.	2 hats
For Auction:	1 collapsible lacquered cabinet

Lawrence

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name HIKIDA, Mr. Masaharu

File No. 4970

*To Martin Tensen
Before death of Albin*

Reg. No. 01372

Company Sun Life

Agency Vancouver

Policy No. 818146

Premium - \$49.90

Payable: ^x Annually, Semi-annually or monthly

Month October Day 15th

REMARKS:

24

Letter sent 28/8/43

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name HIKIDA, Mr. Masaharu

File No. 4970

*% Martin Jensen
Picture Butte, Alta*

Reg. No. 03288

Company Sun Life

Agency Vancouver

Policy No. 2188250

Premium - \$ 50.10

Payable: ^x Annually, Semi-annually or monthly

Month October Day 1st

REMARKS:

Letter sent 25/10/3

NAME NIKIDA, Masaharu

REGISTRATION NO. 03388

FILE NO. 4970

The following chattels were sold by public
auction at Steveston, B. C. on January 14, 1944.

Baby high chair

\$ 3.00 ✓

Total:

(Auctioneer's Fee: \$.30

\$ 3.00

Less Expenses:

(Advertising: .13

(Moving: .23

\$.76

Net Proceeds Credited:

\$ 2.24

Members of Custodian Staff Present. Mr. C.C. Robinson

Extracted from Auctioneering list No. Steveston 3

Remarks.

NAME HIKIDA, Masaharu

REGISTRATION NO. 03388

FILE NO. 1970

The following chattels were sold by public
 auction at Stevenson, B. C. on June 2, 1944

2 Hay Forks	\$ 1.50 -
Garden tools	1.50 -
Child's sled	0.30 M
Pinch Bar	1.30 -
Wheel barrow wheel	0.85 -
Sprayer	1.75 -
2 Hand Saws	2.25 T
Jase, bowl Hand painted	2.75 -
Hand painted plates	0.75 -
Hand painted plates	1.00 -
Hand painted plates	0.75 -
Hand Painted Platen	0.75 -
Iron Pot	1.35 -
Miscellaneous Articles	1.00 M
Chesterfield	22.00 -
Dining table and 6 Chairs	26.00 -
Bureau (Sideboard)	4.00 -
Frame & wheel of barrow	1.50 -
4 Kitchen chairs	0.50 -
Bed & spring	3.50 -
Part of heater	2.25 -
Box heater	3.75 -
Kitchen Range	66.00 -
Dining Table	0.25 -
Folding Couch	4.50 -
Bed & spring	5.50 -
Bed & spring	8.00 -
Single Bed & Spring	2.00 -
Total	\$ 127.75
Less Expenses: (Auctioneer's Fee: \$16.79	\$ 14.25
(Advertising: 8.95	
(Moving: 18.21	
Net Proceeds Credited:	\$ 123.50

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering list No. Stevenson 14

Remarks.

NAME NIKIDA, Masaharu

REGISTRATION NO. 03322

FILE NO. 1970

The following chattels were sold by public
auction at Stevenson, B. C. on October 27, 1944.

Dresser and mirror
Dresser and mirror

\$ 5.00 -
6.00 -

Total

\$ 11.00

Less Expenses: (Auctioneer's Fee: \$2.10

\$ 2.25

(Advertising: 0.43

(Moving: 0.72

Net Proceeds Credited:

\$ 8.75

Members of Custodian Staff Present. Mr. Harris

Extracted from Auctioneering List No. Stevenson 23

Remarks.

NAME WATSON, Margaret

REGISTRATION NO. 01338

FILE NO. 1979

The following chattels were sold by public

auction at Steveston, B. C. on November 14, 1943.

Japanese Wharves

\$ 6.00 M

W. Watson

Total

\$ 6.00

Less Expenses:

(Auctioneer's Fee \$.60
Advertising .20
Moving .23

\$ 1.03

Net Proceeds Credited:

\$ 4.97

Members of Custodian Staff Present.

Mr. Mills

Extracted from Auctioneering List No.

Steveston 42

Remarks.

File No. 4370

October 28, 1944.

Re: Masaharu HIKIDA
Registration No. 03388

There are no claims against the above Japanese
revealed on file.

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



George Peters
Office of the Custodian

GP/ic

03388

附录

HIKIDA, Masaharu

11-11-11

4970

[illegible]

MEMORANDUM

Re: File No. 133
134
135

December 11, 1942.

CHATTILA

Mrs. D. Norton, 126 Garry St., Stoverton called and de-
clared that she is holding the following chattels for the Japanese
mentioned hereunder:

File No. 133	1 Washing Machine
RENTAL, Machine	1 Sewing Machine
126 Garry Street	1 Bedroom suite
Stoverton	

File No. 134	1 Washing Machine
RENTAL, Machine	1 Sewing Machine
129 Garry Street	
Stoverton	

File No. 135	1 Weighing Scale
RENTAL, Machine	
132 Garry Street	
Stoverton	

Mrs. Norton's letter placed on File No. 133 states, "I
have in my care two bags for an out building and a locked room at
the back of 126 Garry Street." The out building contains two sets.
She has promised to bring these bags to the office of the Canadian
when she is in town early next week.

CHATTILA

*Please file.*MEMORANDUM

To: Mr. C. C. Robinson

From: Mr. A. H. Mackenzie

December 17, 1943.

Re: Bentaro KONISHI, 05106

Masaharu HIKIDA 03388

Mitsutaro MAKANE 04728

Enclosed is a copy of letter received from Mrs. Norton,
126 Garry Street, Steveston, B.C.

333. Bentaro Konishi. This Japanese declares the following effects to be left in house and barn at 125 Garry Street, in charge of Mrs. Norton. These are, no doubt, the effects mentioned in the letter and for which she has the keys:

1 weighing scale, 200 ft. water hose, 70 jam crates, 75 canning crates, 5 strawberry crates, farming equip. General household goods, kitchen utensils, dinner sets and silverware, furniture, beds, etc. Odd dishes, etc.,

In addition, this Japanese declares the following left in charge of the lessee, Henry A. Rossmeyer; also, 125 Garry Street.

1 wardrobe, 1 linen cabinet, 1 McIlary Duchess, kitchen range, (ivory) 1 McIlary #2300 Coal stove (heater) 1 double bed with spring and mattress (iron) linoleum on floors, 1 book case, 1 lawn mower.

We enclose form #14, so that you can obtain their confirmation that these goods are actually in their care.

551. Mitsutaro Makane. Declared the following left at 132 Garry Street, key with Mr. McIlair, who has leased the entire farm and Mr. Farris, who may now have leased the houses:

1 record player with records, 2 stoves (kitchen and heater) 2 heaters (for barn) 16 blinds and curtains for all windows 5 beds with spring and mattress, 1 Buddha shrine, 2 bureaus 1 kitchen cabinet, cooking utensils and chinaware, 13 chairs 6 tables, farming implements, 2 wheel barrows, rear car (for farm) 2 hand trucks, 1000 ft. lumber, 1 lawn mower, 100 strawberry boxes, 80 trays, loganberry box 100, nails 50 lbs.

MEMORANDUM

File # 4970

P.O. Box 635,
Steveston, B.C.,
11th March 1943.

To: Mr. R.B. Mackenzie

From: C.C. Robinson

Re: NIKITA, BUSHNARE

There are two houses here, one large one occupied up until now by Mr. Scott and a small one in which chattels are stored, both places under lease to Mr. Charles Bradbury.* The chattels are now being moved from the smaller house into the larger house.

Mr. Bradbury will occupy the large house and Mr. Scott will move ~~from~~ to the small house.

Nets as per inventory 2261 to 2270 were found in a gunny sack in the small house and were in poor condition caused by rats and dampness. A sale was therefore deemed advisable and a deal was completed with Mr. H.B. Hanson for \$160. for the lot.

We enclose our lists # 410 and 411 covering the chattels.

C.C. Robinson

2 Encl.
HJB.

* No. 6 Mr. Scott, Bradbury
has land + half of house

COPY for File No. 4970

File No. M/C

29th January, 1944.

MR. ORANDUM

To: Mr. G. F. Green.

From: Mr. C. C. Robinson.

British Columbia Security Commission

In account with

The Custodian

Re: Crating and Trucking.

Dec. 15th 1943 M. HIKIDA NO. 03388 Picture Butte Alberta.

	<u>Truck</u>	<u>Crating.</u>
Sewing Machine & Washing Machine	1.00	1.50

Jan. 18th 1944 S. NISHI No. 03121 Grand Forks B. C.

Various articles picked up at 175 Moncton Street.	2.50	2.80
--	------	------

Jan. 25th 1944 I. HIMAYAMA No. 03898

M. DOI	05036	.50	1.00
I. KAKIYA	05080	.50	.70
K. ODA	14516	.25	.70
M. MIZUGUCHI	03538	.25	
M. HIKIDA	03388	1.00	5.60

6.50	12.30
------	-------

CCR/MB

The following is written in pencil: "\$18.80 recoverable from B.C.S.C."

MEMORANDUM

April 5th, 1944

To: Mr. Green
From: Mr. Gibson
File No. 4970

Re: Masaharu HIKIDA

Will you please advise if there are any chattels belonging to the above Japanese in the dwelling situate on Lot 19, Sec. 2, Garry St., Steveston.

There is \$1,000.00 insurance coverage on household effects at this location and if these goods have been moved the insurance can be cancelled.

SMG:KT

JmS

April 10, 1944.

To: Mr. Gibson
From: Mr. Mackenzie

The chattels are still in the house but instructions were given our Steveston Office on January 29, 1944 to have them moved to storage. As it may be some time before this can be done cover should be extended for a short period but reduced to \$500. as chattels do not appear to be worth more than this amount.

REM/pls

RAM

MEMORANDUM

File 4970

April 11, 1944.

To: The File

From: Mr. Mackenzie

Rai Masaharu RIKIDA

There are 2 houses on this property at 129 Garry Street owned by the above and now sold to the Director of the Veteran's Land Act.

The larger of the two houses was occupied by Mr. William Scott until March 11, 1943, when he moved into the smaller house which contained chattels as per our list No. 410, and nets, as per Inventory No. 2261 to 2270 which were found in a gunny-sack and, being in poor condition caused by dampness and rats, a sale was agreed upon and effected to the Canadian Fishing Company at \$160.00 for the lot; also chattels as per List No. 411, some of which were moved to storage to the Japanese Church and the balance to the big house now occupied by Mr. Bradbury. Some of the goods which were stored at the Japanese Church were sold at Auction on January 14, 1944.

On December 11, 1942, Mrs. D. Norton acknowledged owing for a Washing Machine and Sewing Machine and these were shipped to the above on the 15th of December, 1943.

10 Cords of wood were purchased by Mr. William Scott for the sum of \$25.00, to be paid for at the rate of \$3.00 a month, the final payment of \$4.00 on January 5, 1943.

Some farm implements and equipment are stored in the barn and the tenant of the property Mr. Bradbury is to have the use of the farm implements.

Instructions have been given our Steveston office to remove to storage as soon as possible all the chattels except those which the lease gives Mr. Bradbury permission to use.

RBM/pls

Chattels not incl. in lease
RBM

*Pres. noted as
incl. ???*

MEMORANDUM

TO: The File #4970
FROM: Mr. Mackedia

June 2, 1944.

Re: Masaharu HIKIDA

Further to memo of April 11, 1944.

This file is in order as to chattels as these have now all been removed from the house at 129 Garry Street owned by the above, with the exception of about 500 fence posts and some miscellaneous junk.

Some of the effects were shipped to the above at Picture Butte on 15/12/43 and 25/1/44.

Chattels moved to warehouse #3 auction room on May 5/44 as per list 493 were sold at auction on January 2, 1944.

R.B.M.

R.B. Mackedia
Protection Department.

REM/GM

PP
9

February 28, 1945.

MEMORANDUM: File 4970

Re: Masaharu HIKIDA, Reg. 03388

There is no record of a fishing vessel owned by this man, but the fishing vessel which carried gas-boat Licence New Westminster 1938, and Naval Control No. NW.020-F, was listed on the Naval List of Impounded Vessels as "M.H.1283"

18/3/42 by JFVDC
This vessel was sold by the licensed owner, Yazaemon HIKIDA, #03409, File 3308. Details of the sale are in JFVDC Vessel File #120. Yazaemon HIKIDA is the father of Masaharu.

While this vessel was sold under the name "Y.H.", it was not licensed under any name. The name "M.H. 1283" would indicate that the fisherman who was operating the boat had the initials "M.H.", as Fisheries Department regulations require fishing vessels and fishing equipment to carry the Licence-holder's initials and Licence number.

Masaharu HIKIDA did not declare ownership of a vessel.

.....
With reference to the 1937 Packard car mentioned by the R.C.M.P., we have no record of a car owned by this man. No such car was surrendered to the police, and Masaharu HIKIDA did not declare ownership of a car.

It is noted however that, on March 10, 1942, there was transferred through the Vancouver Office of the Provincial Police from one HIKIDA a Packard Sedan.

F. Mackinnon
Oct 28/46

Lease No. 84

File No. 4970

This Indenture,

Made in triplicate this Tenth day of December A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

THE SECRETARY OF STATE FOR CANADA,
acting in his capacity as Custodian under and by
virtue of Order-in-Council P.C. 1665, and Amend-
ments thereto.

Hereinafter referred to as the
LESSOR OF THE FIRST PART.

*566
H.H. 1000
1000
And
Sole
Copy
Original*

CHARLES HERBERT BRADY (Salesman),
of 3675 West 38th Avenue, Vancouver,
in the Province of British Columbia.

Hereinafter referred to as the
LESSEE OF THE SECOND PART.

Witnesseth, that in consideration of the rents reserved under the covenants and agreements hereinafter contained the Lessor doth demise and lease unto the Lessee, All and Singular that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Richmond, in the New Westminster District, in the Province of British Columbia, more particularly described as

Lot Nineteen (19) of Section Two (2),
Block Three (3), North Range Seven
West (7W), according to a registered
map or plan thereof deposited in the
Land Registry Office, City of New West-
minster, Province of British Columbia,
and therein numbered Nine hundred and
Sixty-three (963).

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining, saving and excepting thereout the House, Woodshed and Orchard known as No. 129, Barry Street. Thereout sufficient space to be reserved for the sole and exclusive use of the Lessor in storing certain chattels and effects now on the premises.

and reserved to the Lessor, and reserving also to the Lessor and to tenants of the Lessor occupying adjoining lands from time to time, their respective families and servants, and all other persons with the Lessor's or their permission, going to or from the said adjoining lands, free and uninterrupted right at all times hereafter and for all purposes to go, return, pass and repass with or without horses, cattle, and vehicles from and to any highway by crossing through and over the demised premises; and Doth Further Let on Hire the following chattels, namely:—

from the First day of November A.D. 1942, (or from
the date hereof) for the term of One (1) - years thence ensuing and fully to
be determined on the Thirty-first day of October, 1943.

Yielding during the said term therefor the clear (annual) rent of \$0.00

Fifty Dollars,
of lawful money of Canada, payable to the Lessor at the Office of the Custodian, Vancouver, British
Columbia, on the following days and times, that is to say: Twenty-five dollars (\$25.00)
the first payment to be made on the Fifteenth day of March, A.D. 1943.
and the further sum of Twenty-five Dollars (\$25.00) on the Fifteenth day of
August, 1943.

2. That the said Lessee covenants with the said Lessor to pay rent; ~~and to pay taxes~~; and to pay rates and charges for water, electric light, gas and telephone. AND TO repair; and to keep all ditches and drains clean, open and free from obstruction and in good working order; and to keep up fences; and not to cut down timber; ~~and to insure against fire in the joint names of the said Lessor and the said Lessee, show receipts and to rebuild in case of fire~~; AND that the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice, and that the said right of entry and to view the state of repair shall extend to every person to whom may be delegated any power or duty conferred or imposed on the Custodian and to every person authorized by the Director of Soldier Settlement of Canada to act as an Inspector. AND will not assign without leave; and will not sublet without leave; and that he will leave premises in good repair excepting only reasonable wear and tear and damage by tempest; AND that he will not carry on any business on the premises that shall be deemed a nuisance.

The foregoing words of this clause found in Column One (1) of the Short Form of Leases Act shall be constructed according to the extended form in Schedule Two (2) of that Act.

3. The Lessee Further Covenants and Agrees with the Lessor:—

(a) To manage, cultivate and manure the portions of the premises now or hereafter brought under cultivation in a good and husbandmanlike manner and in accordance with the most approved method of husbandry used in the district, and to use the said cultivated lands for the purpose of producing the type of crops heretofore produced thereon, and to keep all arable lands clean and free from weeds, and to protect, preserve, prune and manage all orchard, fruit, shade and ornamental trees on the premises.

(b) To spread on the land in a husbandmanlike manner all manure produced on the said premises and not to remove from the lands any manure on the expiration of the term.

(c) During the continuance of the term at his own expense to keep the said chattels in good and substantial repair and condition and to keep the owner indemnified against all loss of, from and against the said chattels from whatever cause it may arise, save only reasonable wear and tear.

(d) Upon the expiration of the term either by effluxion of time or by the Lessor under the right reserved to that effect to deliver to the Lessor peaceably and at the Lessee's risk and expense the said chattels at the said premises.

~~(e) To keep the hired chattels insured in the name of the Lessor throughout the term against loss or damage by fire to the full insurable value thereof with some reputable insurance company.~~

(f) To observe fully and at all times the right of way reserved to the Lessor and to tenants of the Lessor occupying the adjoining lands for the time being, their respective families and servants, and all other persons with the Lessor's or their permission going to or from the said adjoining lands.

(g) To put all plumbing works, sanitary arrangements and drains in condition to comply with the requirements of the Municipal Health Officer and of the Board of Health of the Municipality and to comply forthwith with all notices and requests of the Municipal Health Officer or of the Board of Health of the Municipality.

4. Provided Always and it is expressly agreed that if the rent hereby reserved, or any part thereof, shall be unpaid for fifteen (15) days after any of the dates after which the same ought to have been paid although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said Lessee, his heirs, executors, administrators and assigns, or if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or in the event of the Lessee failing to keep possession of any of the said chattels, then in any of such events the then current year's rent shall immediately become due and payable, and it shall also be lawful for the said Lessor, his successors in office or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy as of his or their former estate, anything herein contained to the contrary notwithstanding.

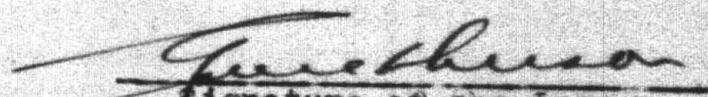
5. Provided Further that if at any time during the term the hostilities in which His Majesty is presently engaged shall have ceased the Lessor may terminate this lease by giving the Lessee one (1) month's notice in writing to vacate the premises, and such notice having been given this lease shall terminate at the end of the said month notwithstanding that it may not be at the end of the current year of the tenancy, and such notice shall have been deemed to have been received by the Lessee on the date on which it shall have been deposited in the Post Office at Vancouver, British Columbia, and mailed and addressed to the Lessee at

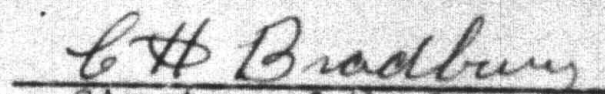
British Columbia: Such notice may also be served upon the Lessee personally or by posting it on any part of the said premises if vacant, or by serving it upon any grown up person on the said premises if occupied and if the Lease shall terminate as herein provided on any day other than the

(H) Apart from the hired chattels, to warehouse and store upon the demised premises those chattels and effects of the Lessor now upon the demised premises, hereinafter called the stored chattels, by placing the said stored chattels in a place reasonably safe and to use reasonable care for the protection thereof.

(I) From time to time to deliver up to the Lessor the stored chattels or such portions thereof as the Lessor may demand and to re-deliver to the Lessor the hired chattels in the event of the Lessor so demanding by reason of judgment obtained against the Lessee, or breach of any term of this lease, or by reason of the Lessor considering his right to the hired chattels to be endangered by their continuing in the possession of the Lessee, of which the Lessor shall be the sole judge.

(J) At the request of the Lessor from time to time to deliver to the Lessor an order on any third person to whom the Lessee may have marketed or delivered any of the crop from the demised premises and in such form as the Lessor may request directing such third person to pay to the Lessor from the proceeds of any crop or of any monies payable to the Lessee a sum equivalent to the rental for the current year.


Signature of the Lessor.


Signature of the Lessee.

last day of the year of the tenancy the rent for the year in which the lease terminates as aforesaid shall be apportioned by charging the Lessee a reasonable rent having regard to the stipulated rent, and the opportunity of the tenant to have obtained or to obtain the crops in that year, reserving to the Lessee the right to re-enter upon the demised premises to cultivate and harvest crops maturing in the year of the tenancy in which the termination occurs unless the incoming occupant shall pay to the Lessee a fair value for the crops maturing at the time of the termination, which value shall be determined by a person appointed by the Lessor or by an authorized Deputy of the Lessor in his capacity of Custodian from those persons to whom may be delegated any power or duty conferred or imposed on the Custodian.

6. The Lessor covenants with the Lessee for quiet enjoyment.

The covenants of the Lessee and the reservations herein contained shall enure to the Lessor, his successors in office and assigns, and shall be binding upon the Lessee, his heirs, executors, administrators and assigns.

In Witness Whereof the Lessor as Custodian has executed these presents by his duly authorized deputy, and in witness whereof the hand and seal of the Lessee, all on the day and year first above written.

Signed by the said Lessor by his
authorized deputy, in the
presence of:—

M. D. Page

G. W. McPherson
(G. W. McPHERSON)
Authorized Deputy of the Secretary
of State and/or Custodian

Signed by the said Lessee
in the presence of:—

C. H. Bradbury

C. H. Bradbury

Approved by the Director of Soldier
Settlement of Canada. as to Land.
By his authorized representative.

J. B. [Signature]
District Superintendent.

(Copy) RP 4

This Indenture

Made in duplicate the fifteenth day of April in the year of Our Lord one thousand nine hundred and forty-two.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

MASAHARU HIKIDA, of the Municipality of Richmond and Province of British Columbia, Farmer,

Insert full
Name,
Address
and
Occupation
of parties.

hereinafter called the "Lessor" of the First Part:

And

CHARLES H. BRADBURY, of the Municipality and Province aforesaid, Farmer,

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, **All and Singular** that certain parcel or tract of land and premises situate, lying and being in the Municipality of Richmond in the Province of British Columbia and more particularly known and described as:

Lot Nineteen (19) Block Three (3) of Section Two (2) Block Three (3) North, Range Seven (7) West, Map Nine hundred and Sixty-three (963) in the District of New Westminster.

It is understood and agreed that the above description does not cover the leasing of the Dwelling and Orchard or one half of the Barn.

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining.

From the Fifteenth day of April one thousand nine hundred and forty-two. for the term of the duration of the war with Japan ~~thence ensuing~~.

Yielding during the said term therefor the rent of--Ninety Dollars (\$90.00)-Dollars, per Annum-----

of lawful money of Canada, payable on the following days and times that is to say:

The sum of Ninety Dollars (\$90.00) on the signing of this agreement, the receipt of which is hereby acknowledged, and a further sum of Ninety Dollars (\$90.00) on the Fifteenth day of April in each and every year during the term of this agreement.

It is also understood and agreed that, should the Lessor return to Steveston before the Fifteenth day of April in any year, then the Lessee will relinquish the property on the usual notice of Thirty days being given to the Lessee by the Lessor.

It is also agreed and understood that in the case of the Lessee being called up by the Canadian Government, or in case of serious illness, that the Lessee shall have the privilege of giving to the Lessor the usual 30 days notice to quit.

the first payment to be made on the day of , 194

That the said Lessee covenants with the said Lessor to pay rent; ~~and to pay rates~~ and to pay rates TCK. for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

And will not assign without leave; ~~and will not sublet without leave~~ TCK.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

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

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

The said Lessor covenants with the said Lessee for quiet enjoyment.

And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF
(Signed)
Signature of Witness Thomas C. King
Street Address 78 Georgia Street,
City or Town Steveston, B.C.
Occupation A Commissioner etc.
And as to the signature of
Charles H. Bradbury,
(Signed)
G. Takahashi,
Steveston, B.C.
Farmer.

(Signed)
Masaharu Hikida.

(Signed)
Charles H. Bradbury.

EVACUATION SECTION	
Rec'd	OCT 18 1943
File No.	
Ans.	
Referred	G-165-A

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address 5 Martin Jensen Date October 6/43
Picture Butte, Alberta.

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

I, Masaharu Hikida, Police Registration No. 03388
 hereby request you to release to me the under-noted property
 stored at 129 Garry Road, Steveston B.C.
 in possession of Custodian (House locked up)
 and I release you from any claim whatsoever with respect to
 such property.

Description of Property:

Electric
 ✓ 3 Boxes chinaware. ✓ One Sewing Machine - stored with Mrs. Norton
 just across the road. ✓ One Spring mattress. ✓ One new Electric
 washing machine - Westinghouse, at Nortons also. ✓ One baby carriage
 ✓ Two phonographs with records, one electric. ✓ One baby bed with
 mattress. ✓ Three trunks. ✓ One new bedroom set (Two dressing
 tables with mirror set, one wooden bed, one small chair).
 Four big boxes. Two electric irons. (1 - rusted)

Original Address Steveston B.C.
 Date Evacuated to Vancouver _____
 Date Evacuated to Present Address May 15/42
 Number in Family - 12 years and over 6
 Number in Family - 5 to 11 years old _____
 Number in Family - under 5 2
 TOTAL NUMBER IN FAMILY 8

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

APPROVED:
 BRITISH COLUMBIA SECURITY COMMISSION

Per: _____ Claimant Signs Here M. Hikida

Received \$10.00 deposit for freight
 charges - deposited and receipt
 no. 1511 - Oct. 8/43.



BRITISH COLUMBIA SECURITY COMMISSION

CUSTODIAN RELEASE FORM

EVACUATION SECTION	
Rec'd	FEB 15 1944
File No.	4970
Ref.	
Referred	<i>M. H. Hida</i>

Address: c/o Martin JensenDate: Feb. 10/44.Picture Butte, Alta.To: The Secretary of State, acting in his
capacity as Custodian, Vancouver, B.C.I, Masahara Hida, Police Registration No. 03388

hereby request you to release to me the under-noted articles stored at

129 Garry Road, Steveston, B.C.

in possession of

and I release you from any claim whatsoever with respect to such
articles, and ship same through the B.C. Security Commission.

Description of articles wanted:

1 large box full of dishes, chinaware and kitchen ware (it is a
salt salmon box and stored in basement) about 150 phonograph
records, 1 baby chair.

*Now at Jap Church*Original Address: 129 Garry Road, Steveston, B.C.Date Evacuated to Present Address: May 18, 1942.Total number in Family: seven

CHARGES:

I agree to pay all charges as required by the British
Columbia Security Commission.Deposit received: \$ 5.00

Approved:

BRITISH COLUMBIA SECURITY COMMISSION

Per:

M. Hida
(Claimant Signs Here)

Vancouver, B.C. February 14th, 1944.

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

Mr. G.M. Harris, Custodian Agent, Steveston, B.C.

Okay to ship the goods requested by freight, freight charges prepaid to our account.
Have a \$5.00 deposit.

BRITISH COLUMBIA SECURITY COMMISSION

CONFIDENTIAL

C.W. Fisher
C.W. Fisher
Transportation

CANADIAN PACIFIC RAILWAY COMPANY

3

THIS MEMORANDUM

Is an acknowledgment that a bill of lading has been issued and is not the Original Bill of Lading, nor a copy or duplicate, covering the property named herein, and is intended solely for filing or record.

Shipper's No.

Agent's No.

RECEIVED subject to the classifications and tariffs in effect on the date of the receipt by the carrier of the property described in the Original Bill of Lading.

at Vancouver B.C. Dec 15 1947
from BC Security Commission the goods described below, in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned and destined as indicated below, which said Company agrees to carry to its usual place of delivery at said destination, if on its road, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed, as to each carrier of all or any of said goods over all or any portion of said route to destination, and as to each party at any time interested in all or any of said goods, that every service to be performed hereunder shall be subject to all the conditions, whether printed or written, herein contained (including conditions on back hereof) and which are agreed to by the shipper and accepted for himself and his assigns.

The Rate of Freight from

to is in Cents per 100 Lbs. IF Spoken

IF	Times 1st IF	Class IF	Class IF	Class IF	Class IF	Class IF	Class IF	Class IF	Class IF	Class IF	Class IF	Class IF	Class IF

Consigned to M. Hikida % Martin Jensen (Mail Order - Not for purposes of delivery.)
Destination Picture Butte Province or State of Alta County of

Route Car Initial Car No.

No. Packages	DESCRIPTION OF ARTICLES AND SPECIAL MARKS	WEIGHT (Subject to Correction)	CLASS OR RATE	CHECK COLUMN	If charges are to be prepaid, write or stamp here, "To be Prepaid."
1	crtd Sewing Machine	85			Prepaid by BC Security Comm
1	crtd Washing Machine	210			
		<u>295</u>			Received \$ to apply in prepayment of the charges on the property described hereon.
	Washing Machine	1.00			
	Washing Machine	1.50			
	Washing Machine	35			
	Washing Machine	2.50			
	Washing Machine	7.47			(The signature here acknowledges only the amount prepaid.)
		<u>12.82</u>			
					Use & Advanced:

Per BC Security Commission Shipper. Per M. Jensen Agent.

File #4970

June 2, 1944.

Memo of goods shipped 25/1/44 to Mr. Masaharu HIKIDA,
Picture Butte, Alta.

Baby Bed & Mattress

- 1 Gramophone
- 4. Large Boxes }
1 Small Box } Chinaware
- 1 Dresser
- 1 Bureau
- 1 Elect. Iron (Rusted) ✓
- 1 Vanity & Bench
- 1 Bed Complete

4970

5th June, 1942.

J. D. Mather, Esq.,
315 Metropolitan Bldg.,
Vancouver, B. C.

Dear Sir:

Re: Masaharu HIKIDA

We beg to acknowledge with thanks your report on the above, dated May 7th last.

We are placing the property of the above in the hands of Mr. T. C. King to act as real estate agent for the Custodian.

We note that certain farm equipment and nets are stored in a barn of which you make no report under land and buildings. The tenant of the land is to have the use of the farm equipment according to the "JY" Form.

We are arranging sale of the fishing equipment stored in the barn.

Yours truly,

R. P. Alexander
Assistant Manager

GHP:ND

4970

August 5th, 1942.

Mr. William Scott,
P. O. Box 69,
Steveston, B.C.

Dear Sir:-

re Masaharu HIKIDA

Further to our letter dated August 3rd, we now have to report that we have obtained some particulars in connection with the leasing of the property of Mr. Hikida in Steveston. Our information comes from Mr. J.D.Mather and has been confirmed to us by Mr. T.C.King of Steveston, who drew up both leases: the lease with you and also the lease with Mr. Charles H. Bradbury.

We find that the house itself was leased to you for \$7.00 per month but that the land, which consists of about 4½ acres, was leased to Mr. Charles H. Bradbury. We trust that this clears up for you the point you raised at the time you visited this office on August 3rd.

Yours truly,

H.P.Alexander
Manager

RPA:EB.

PP8
78 Georgia Street,
Steveston, B.C.
Aug 11th, 1942.

Mr. R. P. Alexander,
Manager,
506 Royal Bank Building,
Vancouver, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

AUG 12 1942

Dear Sir:

Re: Masaharu HIKIDA, your file #4970.

Replying to yours of the 5th instant, I have
pleasure in attaching a copy of the lease between the
above and Charles H. Bradbury.

In reference to farm implements, am informed
by the Lessee that there were absolutely none of these
left in his charge. X

There were no collection on this account as he
paid the lessor the first years rental before ~~his~~ his
evacuation.

Yours very truly,

Thomas G. King

Thomas G. King.

P.S. There are no charges in connection with this property
as I presume it comes under my usual work for you.

PP2 Green
Ant to I MacPherson
78 Georgia Street,
Steveston, B.C.
Aug 15th, 1942.

Mr. R. P. Alexander, Manager,
506 Royal Bank Building,
Vancouver, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 15 1942

Dear Sir:

Re: Masaharu HIKIDA. File #4970.

Reference the "attached inventory" which was supposed to have been attached to the lease between the above and Mr. Wm. Scott.

Have visited this Mr. Scott and am informed that the only goods he is using belonging to Hikida, are 4 chairs, 2 old sofas and 1 old lawn mower, the other furniture is stored in their (Hikidas) house which is connected by a corridor to Scotts house. This house is thoroughly locked and barred, and Scott knows nothing about the contents, and he politely informed me that he did not wish to know, anyway he says he promised Hikida that he would see that nothing happened to it, but at the same time disclaims any responsibility whatever. Scott told me that he would see that nothing happened, referring to breaking in, as long as he was there. This is all the writer was able to find out, as Scott did not think it necessary to sign anything.

In the writers opinion, hikida is aware of this and I believe is perfectly satisfied with the arrangement.

Yours very truly,

Thomas C. King

Thomas C. King.

Thomas C. King
REAL ESTATE AND INSURANCE
COMMISSIONER
FOR TAKING AFFIDAVITS

PHONE STEVESTON 122

aut > *glen*

78 GEORGIA STREET

Stevedon, B.C.

Sept. 3rd, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
SEP 4 1942

Mr. R. P. Alexander, Manager,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Re: Masaharu MIKIDA, File #4970.

Have this date again interviewed this
Mr. William Scott in reference to the inventory
mentioned in your letter of the 22nd August.

He admits that he has only the following
goods belonging to Mikida in his possession.

4 Chairs
2 Old Sofas
1 Lawn Mower.

He refuses to sign any inventory whatsoever.

Will you please refer to my letter of the 15th
of August dealing with this same matter.

Yours very truly,

Thomas C. King

Hold for Stevedon inventory

COPY

126 Garry Street,
Steverson, E. Co.
December 10, 1942.

Dear Sirs

This is to state that I have in my care the
keys for an out building and a locked room at the home
of 125 Garry Street, also

2 washing machines
2 sewing *
1 weigh scales
1 bedroom suite.

I am,

Yours truly,

D. Norton.

4970.

January 25, 1943.

Your File No. J.L. 566.

Soldier Settlement of Canada,
470 Granville Street,
Vancouver, B. C.

Dear Sir:

Re: Masaharu HIKIDA

We have an enquirey from the owner of Lot 19, Section 2, Block 3 North, Range 7 West, Map 963 in the Township of Richmond regarding the lease of the land to Mr. C. H. Bradbury.

Under a lease dated April 15th, 1942, Mr. Bradbury leased this property with the exception of the dwelling, the orchard and half of the barn for the sum of \$90.00 yearly.

Under a new lease authorized by your Department and dated December 10th, 1942, Mr. Bradbury agreed to lease the same property for a yearly rental of \$50.00.

As we have to explain to the owner the reason for the breaking of the first lease and the re-leasing at the lower figure, we would be pleased to have for our files a letter from you setting forth the reasons for the reduced rental.

Thanking you in anticipation of your reply, we remain,

Yours truly,



G. H. Peers,
Administration Department.

GHP/P.

4429, 4969,
4975, 1123

September 24, 1946.

Miss Shisue MORI,
Registration No. 05203,
P. O. Box 133,
Grand Forks, B. C.

Dear Madam:

This will acknowledge receipt of your letter of September 4th, and as requested by you we are enclosing herewith our cheque in the amount of \$254.41, made out in the joint names of Shisue Mori, Michiharu Cary Mori and Kazuo Mori. This amount is the balance of the proceeds derived from the sale of the real property registered in your three names.

As it has been impossible for us to identify exactly who owned the chattels, we are also enclosing a cheque in the amount of \$94.64, made out in the names of Shisue Mori, Michiharu Cary Mori, Kazuo Mori and Rihel Mori, which represents the final proceeds derived from the sale of these chattels. Would you kindly make your own arrangements as to the distribution of this money.

The above two cheques represent the entire balance standing to the credit of Shisue Mori, Michiharu Cary Mori, Kazuo Mori and Rihel Mori in the hands of the Custodian. Kindly acknowledge receipt of these cheques.

Yours truly,

George Peters,
Administration Department.

GP/EL
Enc. (2) - Cheque for \$254.41
Cheque for \$ 94.64

4970

December 23, 1946.

Mr. Masaharu HIKIDA,
Registration No. 03388,
c/o Martin Jensen,
Picture Butte, Alberta.

Dear Sir:

We have received your request through the
Department of Labour, Japanese Division, for personal photo-
graphs which were stored at Steveston.

We regret that vandels have entered this
building and have opened all the packages, and so mixed the
contents that it is impossible for the Custodian to identify,
at the present time, individual personal items.

If the situation can be clarified, you will
hear from us at a future date.

Yours truly,

George Peters,
Office of the Custodian.

GP/EL

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

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

10

Lethbridge, Alberta,
September 14th, 1946.

IN THE MATTER OF THE CLAIM OF
MASAHARU HIKIDA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

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

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

30

M. Nikida,
In Chief.

THE SECRETARY: Case No. 664, Masaharu Nikida.

MASAHARU NIKIDA, the claimant herein,
being first duly sworn, testified
through the interpreter as
follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q Do you speak English, Mr. Nikida?

A Yes, a little.

10 Q I show you a form of summary of evidence in connection
with your claim covering your land and the improve-
ments on it, the buildings, your nets and personal
property (indicating).

A Yes.

Q Is that your signature?

A: Yes.

Q Was this form prepared by you in my office with
the assistance of an Interpreter?

A Yes.

Q Did you prepare it carefully?

A Yes, sir.

Q Are the statements in this summary the truth?

20 A Yes, sir.

Q Now the values that you have placed on your land
and improvements and on your nets and personal
property, are those fair values?

A Yes, sir, that is what I think.

Q That is what you think?

A Yes.

Q That they are fair values?

A Yes.

Q You have been reasonable in your valuations?

30 A Yes.

Q Now you bought your land, at least your father bought it, five acres in Steveston?

A Yes, sir.

Q For \$4,000.00?

A Yes, sir, that is correct.

Q And then you tilled it and had under drainage in it, planted it, and so on, and that cost you \$500.00?

A Yes.

10 Q And you improved the house and put on another house and barn, and that cost you \$2900.00?

A Yes, sir.

Q Making a total cost, or the actual cost was \$7410.00 and you only value the place at \$6600.00?

A Yes.

Q And the Custodian sold it for \$1782.97?

A Yes.

MR. VIRTUE: I will offer that as the first exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

20 MR. VIRTUE: Q Now, have you seen that photograph before (indicating)?

A Yes.

Q And is that a photograph of the house in respect of which you are making a claim?

A Yes, sir.

Q Is that about the way that the house looked when you were evacuated?

A No, sir; well this house joined together down here, right along here (indicating).

30 Q Just wait a minute, now. The first picture I

am showing you is your original house.

A Yes.

MR. VIRTUE: You had better mark that as Exhibit 1.

THE SUB-COMMISSIONER: Exhibit 2, Mr. Virtue.

MR. VIRTUE: Yes, 2, I am sorry.

(PHOTOGRAPH MARKED EXHIBIT NO. 2).

MR. VIRTUE: Q: And is that about the way that your house looked, that part of your house looked when you were evacuated (indicating)?

10 A Yes, it is much better than that.

Q It looked better than that?

A Yes.

Q It was in better repair? A Oh, yes.

Q Now, what is this second photograph?

A This is the house that was built in 1933.

Q And was it close to the other?

A We moved this house in 1939 or '40, but this house was built in 1933.

MR. REE: Did you give that photograph a number?

20 MR. VIRTUE: I just called it the second photograph.

A We moved this house in 1939 to join the old house together.

Q That is the house in the first photograph?

A Yes.

Q And so in '39 you moved this house in the second photograph and joined it on to the former house?

A Yes.

Q Now is this about the condition of the No. 2 house when you joined it on to the other?

30 A It was in pretty good shape.

Q It was in good shape?

A Yes, we cut out or had a full basement completed and furnished it and had a toilet and everything in it.

Q A fully modern house? A: Yes.

Q You did that in 1939?

A Yes.

MR. VIRTUE: I will offer that as Exhibit 3.

(PHOTOGRAPH MARKED EXHIBIT NO. 3).

10 MR. VIRTUE: Q: Now I am showing you an assessment notice for 1941 (indicating). Was that the assessment notice on this property?

A Yes, sir.

MR. RICE: If you will call the figures, we can perhaps agree on them.

MR. VIRTUE: It is Lot 19, and gives the value of the land as \$1174.00 and the value of the improvements as \$2900.00.

MR. RICE: Yes, that is according to the statement
20 I have.

MR. VIRTUE: Which would make a total of \$4,074.00 and the taxable value is shown as \$2624.00.

I think it is plain what has happened there, sir, that they assessed the property and its value and then they only tax it on a certain percentage of that.

I will put that in as an exhibit.

(TAX NOTICE MARKED EXHIBIT NO. 4).

MR. RICE: You said that was '41?

30 MR. VIRTUE: Yes.

M. Nkida,
In Chief.

Q And that was the property that the Custodian sold
for about \$1800.00?

A Yes, that is right.

Q Your nets were left behind when you were evacuated?

A Yes.

Q Were they in good shape? A: Yes,
were stored in one house, the one that we had put
together.

10 Q And the articles of furniture and personal property,
they were left behind when you were evacuated?

A Yes.

Q And your nets worth \$1910.00 were sold by the
Custodian for \$268.00?

A Yes, that is right.

Q All right, thank you.

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

20 I am submitting that the chattels sold by
the Custodian, including nets, were sold for
their fair market value. I am submitting other
chattels declared by the claimant were not found
and other chattels that there is no record of at
any time that the Custodian is not responsible
for. There are other chattels that were apparently
lost or there is no account of, through theft,
or abandonment, and if the Custodian is responsible
for any of these articles I say that the claim
made for the same is exorbitant.

30 I wish to submit, your Honour, as an exhibit
a farm appraisal report in respect to the land in

question.

(APPRAISAL REPORT MARKED EXHIBIT NO. 5).

MR. RICE: I wish to submit as an exhibit an analysis
of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 6).

CROSS-EXAMINATION BY MR. RICE:

10 Q I show you a J.P. form apparently signed by
yourself (indicating). Will you look at that and
tell me whether that is your signature?

A Yes, sir.

Q That is your signature? A: Yes.

Q And it is a J.P. form dated the 20th of April,
1942, which you completed before you were
evacuated? A: Yes, sir.

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

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

20 MR. VIRTUE: I wonder if my learned friend would give me
a copy of that.

MR. RICE: There isn't a spare one on the file. No,
there isn't a spare one on the file at all,
Mr. Virtue.

MR. VIRTUE: Perhaps my learned friend in this par-
ticular case would make a note to furnish me with
a copy.

THE SUB-COMMISSIONER: Of which?

MR. VIRTUE: Of the J.P. form.

30 MR. RICE: Unfortunately I haven't got the forms. I
would gladly complete such a form for my learned

friend.

MR. VIRTUE: My learned friend can get or furnish the
form and save us a lot of trouble.

MR. REE: I can perhaps ask the Custodian's office
to do that.

I have another photo here of the house.

(Photo to Mr. Virtue).

MR. VIRTUE: That is very useful. My learned friend
has a later picture showing the houses joined
together.

MR. REE: Q I show you a photograph.

A Yes.

Q Is that your home?

A: Yes.

that is the way it is joined on.

Q That is the way it is joined on?

A Yes.

Q That will show it better than those separate ones?

A Yes.

MR. REE: I will tender it as an exhibit.

20 (PHOTOGRAPH MARKED EXHIBIT NO. 6).

MR. REE: Q That is the way that your home looks
today, does it, or when you left it?

A Yes.

Q You had considerable goods shipped to you, did you
not? You had considerable of your chattels, your
property, shipped to you at Picture Butte,
Alberta?

A: Yes.

Q Are those the way bills or copies of the way bills
of the goods that were shipped to you?

30 A Yes.

Q And this one, too, (indicating)?

A Yes.

Q That is a sewing machine and a washing machine?

A Yes, we didn't get those on the Custodian, this sewing machine and the washing machine.

Q Who shipped these to you?

A We got it down to a friend.

Q You had a friend ship it to you?

A Yes, we never reported this to the Custodian.

10 Q You never reported the sewing machine and the washing machine to the Custodian?

A No, sir.

Q And attached to these way bills is a list of the goods that were shipped to you (indicating)?

A Yes.

Q Will you look over that list and see whether you got those or not?

A Yes, they sent out the wrong electric iron instead of the new one.

20 Q They sent the wrong what?

A Electric iron. They didn't send the good one; they sent the rusted one.

Q They didn't send the good one; they sent the rusted one?

A: Yes.

Q Did you have two electric irons?

A Yes.

Q You only declared one, did you not?

A Yes, we did.

Q How you say you had two?

A: But we

30 never got that one reported.

M. Eikida,
Cross-Exam.

Q You never reported the rusty one?

A No.

MR. RICH: I wish to tender this bunch of way bills to which is attached a list of articles which the claimant said he received and were shipped to him.

(DOCUMENTS MARKED EXHIBIT NO. 9).

Q Now you leased your house to a William Scott and turned the key over to him, did you not?

10 A Yes, sir.

Q And you had your chattels or furniture and household effects stored in a room or two in the house?

A Yes, that is right.

Q And the room was locked? A Yes.

Q And you turned the key to that room over to Mr. Scott? A Yes, but he isn't supposed to touch the room that we stored the goods in. We just boarded it up. We stored in one house and he only using one house.

20 Q One room, you mean? A: Oh, not one room; one house.

Q One house there? A: Yes.

Q The other house was not rented or used?

A No, so that we stored the goods in the other house.

Q You stored the goods in the other house?

A Yes.

Q And you gave Mr. Scott the key to that house?

A Yes. No, we didn't, it was all boarded up.

30 Q What room did you give Mr. Scott the key to?

M. Hilda,
Gross-Ruan.

A Just the one house on the south side, the big house.

Q The big house? A: Yes.

Q And you rented that to him for \$7.00 a month, plus water charges?

A Yes.

Q Well then, the land on which this house is located, you leased that to Charles H. Bradbury?

A Yes.

10 Q At \$90.00 per year? A: Yes.

Q Your father bought one house in 1927?

A Yes.

Q Do you know that he paid \$4000.00 for it?

A Yes, sir.

Q Who did he buy it from?

A I don't know.

Q How do you know that he paid \$4000.00 for it?

A That is what he was saying.

Q And the other house? Did you buy that ^{did} or/your father buy that?

20

A We built it.

Q You built it? A: Yes, my father built that in 1933, and I got a transfer of that whole thing in 1939 or '40.

Q You built the house in one place and then afterwards moved it up to the other house?

A Yes, that built house in '33.

Q That house built in '33, what did it cost you?

A \$500.00 material and \$660.00 labour.

30 Q \$500.00 for material? A: Yes.

H. Hilde,
Cross-Exam.

THE SUB-COMMISSIONER: Q: Plus how much?

A: \$660.00 for labour.

Q: For what?

A: For labour.

Q: For labour?

A: Yes.

MR. RICE: Q: Are you sure it was \$500.00 that you paid for material?

A: Yes.

Q: The form says \$1500.00.

MR. VIRTUE: Well, Mr. Rice, if you will add those two together you will see that is an obvious mistake, because the total is \$1160.00 which is \$500.00 plus \$660.00, so that is just a clerical mistake.

MR. RICE: I never noticed the addition.

THE SUB-COMMISSIONER: What page is that on?

MR. VIRTUE: It is not paged, but it is the third page.

The page is not numbered but item 2 there, the house 24 x 30, 1933, and they made a mistake there, the \$1500.00, because \$1500.00 plus \$660.00 will not give a total of \$1160.00. It is \$500.00 plus \$660.00, so that obviously that figure should be \$500.00 plus the \$660.00 making the total \$1160.00.

THE SUB-COMMISSIONER: Yes.

MR. RICE: I take it that my learned friend is dropping the claim for the fishing boat for \$800.00 as it is not mentioned in this claim.

MR. VIRTUE: With regard to the fishing boat, it is in the same position as in a great many others, and that is that we reserve our rights in that respect.

MR. RICE: It is being dropped from the present claim,

though.

MR. VIRTUE: We are not giving any evidence with regard to it at the present time, because we understand that it is going to be taken up later.

THE SUB-COMMISSIONER: You are not offering any evidence at this time, but you reserve your right to later on?

MR. VIRTUE: No, we are not offering any evidence now. We are reserving our right respecting that to later on.

10

MR. RICH: Q Did you not sell any wood to Mr. Scott?

A No, sir, we sold a part.

Q You sold a part?

A: Yes.

Q You sold \$25.00 worth?

A Yes, that

is right.

Q Why didn't you strike off \$25.00 from your claim? Why is it that you are trying to claim \$50.00 for your wood?

A Well, we got some more wood over there, about ten or twelve cords.

20

Q But your claim for wood originally was \$50.00 and you say that you sold \$25.00 worth to Scott and why should you be claiming \$50.00 for wood?

A It is still worth \$50.00 because there is 12 cords of wood in there.

Q When did you put on the additional twelve cords? I saw a claim on the 13th of November, 1947, and you said you had ten cords of wood at that time worth \$50.00.

30

MR. VIRTUE: Are you referring to the proof of claim?

H. Hibbs,
Crown Exam.

MR. RICH: Yes, proof of claim.

THE SUB-COMMISSIONER: Here it is here, "10 cords of
wood, \$50.00". Is that the one that you want?

MR. RICH: The J.P. form, your Honour, I would like to
have.

MR. VIRTUE Q: When do you say that you sold five cords
of wood to Mr. Scott?

A The date that we evacuated, about a week before
we evacuated.

10 Q A week before you were evacuated?

A Yes, that is why we didn't report that wood in
there.

MR. RICH Q: Well, on your J.P. form you reported
ten cords of wood?

A: That

was stored in the cellar.

Q That is on the 20th of April, 1942?

A Yes.

Q Now, how long after that before you were
evacuated?

20 A Well this other one stored in the other garage,
you see.

Q But you had ten cords in one place?

A Yes, and the other in the other place.

Q And ten cords in the other place?

A Yes.

Q That you didn't mention in your J.P. form at all?

A No, sir.

Q And two tons of lime, you left on your place, on
your farm there?

30 A Yes.

M. Nihida,
Cross-Exam.

Q Wasn't that used by your tenant, Mr. Bradbury?

A No, sir.

Q Where did you leave it?

A In the barn.

Q In the barn?

A: Yes.

Q It wasn't locked up in your house with the other chattels at all?

A No, sir, it was locked up in the barn.

Q Locked up in the barn?

10 A Yes.

Q Who had the key to that? A: Nobody.

Q You didn't turn it over to the Custodian?

A No, we didn't.

Q You turned the key to the barn over to the Custodian?

A No, there is no key in the barn, just boarded up.

Q You just boarded the barn up?

A Yes. Half of the barn Mr. Bradbury going to use it, and half boarded up.

20 Q Were there five boxes of chinaware shipped to you at Picture Butte?

A I don't think so, not five.

Q How many were there?

A I believe three. They sent us two sets of chinaware, that is all they done.

Q Dinner sets? A: Yes.

Q You say were not shipped to you?

A No, they shipped us.

Q They shipped you the dinner sets?

A Yes, two.

30 Q My information is that there were five boxes or

M. Nihida,
Cross-Exam.

cartons of chinaware shipped to you?

A No, I don't believe that, but there is five boxes, all right, but they didn't ship the chinawares five.

Q You say there were only three shipped to you?

A Yes, other things of different stuff in there.

Q Just a short time ago I understood when I showed you this statement of the goods that were shipped to you, you said it was correct, and I am

10 referring to Exhibit 9.

A Yes, the boxes appears right, but the chinaware, that is wrong.

Q Well, it says there four large boxes and one small box of chinaware. You told me that the electric iron was an old one and that it wasn't the one you referred to in your claim, but you said otherwise that this statement was correct which is attached to these way bills, Exhibit No. 9.

20 A There was three boxes of chinaware, that is correct, but one small box I don't believe that.

Q They say four large boxes, but you say you think there were how many?

A Three.

Q Three large boxes?

A: Yes,

but they didn't ship itx well, and it all busted up so that we can't use it at all.

Q The chinaware was all busted?

A Yes, because they didn't wrap it up in the paper; they just shipped it the way that it is.

30 They got a big box all right but they just dumped

M. Nihida,
Cross-Exam.
Re-Direct Exam.

in there and that is all they done.

Q Did you file a claim with the C.P.R. for damage?

A No, sir, they say no use doing it.

Q Who told you that?

A That is what the C.P.R. say.

Q All right.

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

MR. VIRTUE: I want to ask him something about
Exhibit 9, sir.

10

RE-DIRECT EXAMINATION BY MR. VIRTUE:

Q These goods that were shipped to you?

A Yes.

Q And that you received?

A Yes.

Q Did you make any claim for them in your claim?

A No, sir.

Q They are not included at all in the claim?

A No, sir.

20 THE SUB-COMMISSIONER: You are referring now again to
Exhibit 9?

MR. VIRTUE: Pardon?

THE SUB-COMMISSIONER: You are referring now to
Exhibit 9?

MR. VIRTUE: Yes, I am referring to Exhibit 9.

Q These goods mentioned in the shipping bills,
Exhibit 9, you are not claiming for at all in
your present claim?

A No, sir.

30 Q You have not included them?

M. Nihida,
Re-Direct Exam.

A No.

MR. VIRTUE: Where do you find on this, Mr. Rice, that there are five boxes?

MR. RICE: Right here (indicating).

MR. VIRTUE: I point out that the statement to which my learned friend refers that that number of boxes are not contained in the shipping bills at all. There is just a mere memorandum prepared by the Custodian and there is nothing on the shipping bills as to how many boxes arrived.

10

Q And your memory is that there were three boxes?

A Yes.

MR. RICE: It mentions on the shipping bill, it mentions the chinaware on the shipping bill.

MR. VIRTUE: Pardon?

MR. RICE: It mentions chinaware on the shipping bill.

MR. VIRTUE: Oh yes, but it doesn't mention five boxes, and when you cross-examined him you said five boxes and there are not five on the shipping bills.

20

THE SUB-COMMISSIONER: Well, Exhibit 9 speaks for itself.

MR. VIRTUE: It is pretty hard on a witness and his credibility when questions are put to him in that way.

MR. RICE: I don't know why. He admitted that he got that list that is attached to the shipping bill.

MR. VIRTUE: But you referred to the shipping bill as mentioning five boxes having been shipped to him and there is no such thing on the shipping

30

bill.

MR. RICE: No, I didn't mention it at all.

There are three boxes of chinaware and two boxes of effects; I don't know what the effects were.

THE SUB-COMMISSIONER: On January 25th, 1944, there are two boxes of chinaware and then there is another one, one carton of chinaware.

MR. RICE: And then there were the effects that no one knows what they are.

10 MR. VIRTUE: We were talking about boxes and that is what he was being asked about, and the fact is, as your Honour points out, that it only refers to two boxes of chinaware and one carton of chinaware, which is three.

THE SUB-COMMISSIONER: Yes.

MR. VIRTUE: Q: And you remember getting these three boxes of chinaware?

A Yes.

Q And they were all smashed, you say, when you got them?

20

A: Yes, and they didn't send us the right ones.

MR. VIRTUE: All right, I just wanted to clear that up.

THE SUB-COMMISSIONER: Anything else?

MR. RICE: Yes, there is the matter of nets that I overlooked, your Honour.

THE SUB-COMMISSIONER: Yes, all right.

RE-CROSS EXAMINATION BY MR. RICE:

Q How old were your nets?

30 A It all depends on the nets.

Q How long had you been fishing before you were evacuated?
A: Oh,

nearly fifteen years.

Q Nearly fifteen years?
A Yes.

Q And these nets that you refer to in your claim, how long had you been using those; how many years?

A Oh, we only used about a year or a year and a half. Most of the nets was just weeks and months.

Q You mean a year and a half and they are worn out?

10 A Yes, worn out.

Q And you say these nets would be about a year to a year and a half old, and not older than that?

A No, sir, mostly two or three months old.

Q Mostly two or three months old?

A Yes, around there.

Q All right.

THE SUB-COMMISSIONER: Q You were mentioning in one of these houses you had a basement?

A Yes, sir, a basement.

20 Q Well what you mean by that is not that the basement is dug out of the ground, it is a room that is on the ground, level with the ground?

A Yes, level with the ground.

Q So that there was no excavation or anything dug out in order to create a basement as we do in this country?
A: No, sir.

Q Just a high basement above the ground?

A Yes, that is right, sir.

Q That is all, thanks.

M. Nikida,
Discussion.

\$2460.00, and according to the proof of claim it does not come to that.

MR. VIRTUE: For personal chattels?

THE SUB-COMMISSIONER: Yes, on my list here, it is taken, I presume, from the original claim filed.

MR. VIRTUE: Yes.

THE SUB-COMMISSIONER: And it shows \$2460.00 under the personal claim.

MR. VIRTUE: Yes.

10 MR. RICE: My learned friend has not put in \$800.00 for the boat which was put in on the first claim, your Honour.

THE SUB-COMMISSIONER: Well that wouldn't bring it up to that amount so that there is something that has been abandoned in the personal claim. You see I am taking your two figures there of \$2460.00 and \$1642.00 over here.

MR. VIRTUE: Where are you getting your figures?

THE SECRETARY: There, Mr. Virtue (indicating).

20 MR. VIRTUE: As far as that list is concerned, nothing turns on that list. It was merely a guide for the purposes of the hearing.

THE SUB-COMMISSIONER: Yes, I know, but I want to make sure that we get the proper amounts in, that is all. You see, on the third to last page of Exhibit 1 it shows the claim as \$642.00 arising out of the nets and so forth, and then on the second last page it has \$431.00 from which has been deducted \$170.45 --

30 MR. VIRTUE: That is right, sir.

M. Nikida,
Witness.

THE SUB-COMMISSIONER: -- and these amounts come to \$1902.54, and that, I suppose, is the total amount of the claim.

MR. VIRTUE: That is the total amount of the claim, yes, sir.

THE SUB-COMMISSIONER: All right.

MR. VIRTUE: I wanted to ask him another question before sitting down. Will you come back for a moment.

10 Q I am not sure that I got what you said about the length of the life of the nets. Now, what is the best make of net? What is regarded as the best maker of fishing nets?

A Makers?

Q The manufacturer, the man that makes them, the firm that makes them?

A Mostly made by ourselves in the wintertime.

Q Oh, I see. You made your nets yourself?

A Yes.

20 Q And one reliable firm of netmakers was Barbour, I believe?

A: Yes.

Q Barbour nets?

A: Yes.

Q Were they good nets?

A: Yes.

Q And were the nets that you made yourself in the wintertime as good as the Barbour nets?

A Oh, much better.

Q They were much better than the Barbour nets?

A Yes.

THE SUB-COMMISSIONER: We expected him to say that.

30 A It is a different mesh we make, and we make the nets for different sized fish.

M. Hikida,
Re-Direct Exam.

MR. VIRTUE: Q: You knew better what you wanted, is that it? A: Yes.

Q Now a net that was brand new, either made by you or made by Barbour, and properly taken care of, how many seasons was it good for?

A Oh, two seasons, two and a half.

Q Two or two and a half seasons?

A Yes, it depends on the man, how he works.

10 Q Well, the way that you took care of your nets, did you hang them up after you used them?

A Oh yes.

Q Did you keep them in repair?

A Yes.

Q In the season when you were not using them?

A Oh yes.

Q By keeping them in repair and taking good care of them, how long would a net last?

A About two and a half seasons.

Q About two and a half seasons?

20 A Yes.

Q And these nets that you are claiming for you had only used, I understand, a few weeks?

A Yes.

Q That is all, thanks.

A Thank you.

MR. VIRTUE: I want to call attention, sir, to the farm appraisal report, Exhibit 5, for the record. Under the heading "roads": "Has 244 foot frontage on Garry Street along south boundary; good hard surfaced road."

"Water supply: City water installed."

"Electric light installed in buildings."

10 And over on the second page, sir, "land in fairly good condition and tillage". And it shows $4\frac{1}{2}$ acres of land. And on the next page, page 3, "Property quite well situated on north side of Garry Street about one mile from Steveston and ten from Vancouver." Under "Remarks: Level land, land lying about a mile north of the Fraser River at Steveston. Fertile, alluvial loam soil, subject to Lulu Island dyking and drainage taxes". And further down, it makes reference to fruit trees, "home orchard 20 mixed fruit trees, only fair." And then in the diagram of the property attached it shows this property fronting on Garry Street which is marked as a hard-surfaced street.

That is all in this case, sir.

(Witness aside)

20 (PROCEEDINGS ADJOURNED SINE DIE)

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

S.R. Howard
"S.R. HOWARD; Official Reporter."

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

SUB-COMMISSIONER.

DEFENCE BRIEF

Masaharu NIKIDA

File 4970
Case 664REAL PROPERTY

Claim value \$6600.

APPRAISAL

\$1800.

SOLD FOR

\$1767. to VLA

WITNESS: J.D. Patterson, VLA

- a) P.3 L.1 to L.4 Claimant states original purchase price paid by Claimant's father in 1927 \$4000.
P.11 L.17 Claimant states HIS FATHER SAID that that was what he paid for it.

- b) P.11 L.22 Claimant states his father transferred the property to him in 1939 or 1940. (Exh #1 states 22/10/40).

NOTE: Suggest in re(a) and (b) above that copies of assessments and Land Regy. Act Forms "A" be procured.

P.3 L.2 notes farm "5" acres.
VLA report etc notes farm "4 1/2" acres.

- c) P.4 L.21 notes the house as actually being two joined together.

P.11 L.11 "Old House" was on land when purchased in 1927.
P.11 L.29 notes the new part (or new house) built in 1933 costing \$500. for material and \$660. for labour.

NOTE: Would not the discontinuance of two separate units of accommodation into one depreciate the assessed and market value of the buildings?

P.3 L.10 notes improvements to old house, erection of new house and barn, drainage cost \$3400.

Exh.1 notes:	Purchase price	\$4000.
	Tillage	50.
	Drainage	180.
	1 1/2 ac Logans.	150.
	1 ac Staws.	100.
	1/2 ac Peas	50.
	1/2 ac Boysenberries	50.
	Concrete basement under old hse	500.
	New house	1160.
	Barn	1250.
	TOTAL COST	\$7410.
	Claim value	6600.

As he leased the land (Ref: RP.4) to Chas. Bradbury, the crop claim may be discounted, also tillage.
22ND, The measurements of buildings as given by Virtue in his Exh. #1 are not the same as given by the VLA.

Virtue read into the record (P.24 L.1) some excerpts from the VLA report. P.24 L.3 as quoted by Virtue is not the complete excerpt, and by itself could be misleading.

PERSONAL PROPERTYCHATTERS

\$800. may be subtracted from original claim of \$3060, as the boat claim is evidently being reserved. See P.12 L23.

- a) Gds val by Claimant \$307. Sold for \$228.75

WITNESS: Auction attendance (staff) Wills
Harris
Robinson

b) Gds val by Claimant \$55.

Declared - not found.

WITNESS: (staff) Harris

\$35. of the above amount is for items used originally about the farm. As the JP Form notes farm implements to be used by Lessee of the farm (Bradbury), does not the question of 'Agency' enter here?

c) Gds val by Claimant \$42.

No record at anytime.

WITNESS: Documentary -- JP Form
Storage Removal List

The above amount was originally shown as \$842., but due to the boat claim being reserved, same is now quoted to cover only the lesser chattels:-

recorded now missing

- i) 250' of rubber hose. Presumably used by Lessee. Agency as in (b) ?
- ii) 2500 ft Lumber. No record at all.
- iii) Quoted on Claim and Analysis of Claim as 'electrician'. This evidently was an electric iron and P.9 L.18 notes Claimant stating that an old rusted iron was shipped to him instead of a new one. Due to being called an 'electrician' this item was placed in the "NO RECORD" column whereas at this time comparison of the claim with the JP declaration notes it should be placed in the "DECLARED -- NOT FOUND" column.

d) Gds val by Claimant \$10.

Abandoned

WITNESS: (staff) Harris
Storage Removal List

Storage removal list notes "about 500" fence posts left on the premises. Claimant values them at \$10. for 200. This makes them worth 5¢ each.

e) Gds val by Claimant \$x \$116.

Not accounted for

\$36. of above is for 2 tons of lime. This presumably was for use on the land and it may be assumed the Lessee used same as per (b).

f) GOODS SHIPPED

P.17 L.26 notes these items not the subject of this Claim.

FISHING GEAR

NET CLAIM
~~\$122. \$1370.~~

1730

APPRAISED

See notes

WITNESS: (staff) Robinson
James LAM (formerly BG Packers)

SOLD FOR

\$252x \$168.

Nets (other than one piece sold for \$8.00) were sold to Odn Fishing Co. for \$160. due to their condition. See Ref: PP3 on Claim File.

P.22 L.15 states most nets homemade.

P.22 L.23 states HM nets better than Barbours nets. Leckie the appraiser stated in his Evidence in Chief that HM nets (particularly Jap. make) were worth considerably less than manufactured nets.

NETS (continued)

P.23 L.21 Claimant states nets used only a 'few' weeks.

Claimant must have purchased these at the end of the 1941 fishing season, therefore they would have been hanging for 4 or 5 months prior to his evacuation.

P.23 L.9 -- Claimant states he hung his nets in the off fishing season. JP Form notes his nets left in his barn. His lease to Bradbury notes only $\frac{1}{2}$ of 28x4x10' high barn left for his nets. Therefore, a space 14x22x10' equals 3080 cubic ft of space.

Claimant's 1680 fthms of nets equals 10080 ft lineal feet, and 1500 fthms lines equals 9000 lineal feet, making a total of 19080 lineal feet.

On the basis of the above figures the slightly over 3 lineal feet of nets and lines were stored in 1 cubic foot of space. This, of course being on the presumption that the roof was flat and ten feet high. If it was ten feet high at the peak, the amount stored in one cubic foot would be considerably higher.

As 3 lineal feet of nets and lines appears to be a considerable amount of netting to be stored in one cubic foot of space, Robinson's claim that rats and dampness had destroyed them would seem to be correct.

LINES
\$360.

APPRAISED
No

SOLD FOR
\$90.

The remarks noted for Nets apply.

SKIFF
Rowboat \$20.00

APPRAISED
No

SOLD FOR
\$10.

WITNESS: (Staff) Robinson

SUMMARY OF WITNESSES:

REAL PROPERTY: VLA Patterson
CHATELS : a) Wills, Harris, Robinson
b) Harris
d) Harris
NETS & LINES Robinson, James LAW
SKIFF (Rowboat) Robinson

SUMMARY OF DOCUMENTS:

REAL PROPERTY: VLA Report
Assessment notices and
Forms "A" if footnote
to item (b) employed.
CHATELS: Analysis, auction sheet
Storage removal list,
NETS & LINES: Credit slip 4/10/3/43
(PP.3)
SKIFF: Nil

2260.-

Name of Claimant **NIKIDA, Masaharu**Case **664**Custodian File **4970**

<u>REAL PROPERTY</u>										Total	
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Villages)		V.L.A. Mission Villages				
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices		
						% of Total	Amount		% of Total		Amount
					1707.		987.37				987.37
<u>PERSONAL PROPERTY</u>											
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				
<u>NETS</u>											
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		
							1730.00 .00	1211.	238.00	953.00	
<u>MISCELLANEOUS CHATTELS</u>											
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				
297.00	187.75	56.32	75.05	181.00	132.22	41.00	4.92	193.46			
TOTAL RECOMMENDATION										2073.83	