

Connected with file 13467



# 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: NAKAMURA, Masato

HOME ADDRESS: R.R. No. 1, Haney, BC

REGISTRATION NUMBER 13764 SEX: Male AGE: 18

OCCUPATION: ~~Millwright~~ Box factory worker

(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: Haney Box Co.

MARRIED? No

NAME OF WIFE OR HUSBAND: ---

ADDRESS OF WIFE OR HUSBAND: ---

NAMES OF ANY LIVING CHILDREN: ---

ADDRESS OF CHILDREN: ---

AGE OF CHILDREN: ---

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

1. LOCATION AND DESCRIPTION: Subdivision 18.73 acres E $\frac{1}{2}$  quarter

Sec Lot 21, District of Maple Ridge,

2. BUILDINGS AND OTHER IMPROVEMENTS: Six-room dwelling house,

woodshed, barn, bath house, garage, chicken house, 3 brooder houses

3. INSURANCE (Give particulars; state where policies are) \$1000 on dwelling in the

Tanaka Insurance Agency, policy at home

4. TAXES (Amount and where payable) \$49.40 for 1941, payable at Maple Ridge,

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

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



7. STATE WHEREABOUTS OF TITLE DOCUMENTS. Bank of Montreal safety deposit box  
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. None  
9. IF FARM LAND STATE CROPS SOWN. None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION. See page 1

2. LANDLORD'S NAME AND ADDRESS. ---

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID. ---

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. ---

None

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

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY. None



SUPPLEMENTARY LIST OF M. NAKAMURA, Registration No. 13764

M. NAKAMURA wishes to inform the Custodian that there are fourteen rooms in his chicken house at Haney, B. C.



4. INSURANCE CARRIED ON ABOVE PROPERTY: None
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF  
OTHERS: None
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)  
None
8. BANK ACCOUNTS: \$98 Bank of Montreal, Haney, BC
9. LIFE INSURANCE: \$1000 20-year endowment policy in North American Life  
Beneficiary my father. Policy at home
10. INTEREST IN ANY ESTATES OR TRUSTS: None
11. SAFETY DEPOSIT BOX: None

## LIABILITIES:

1. PERSONAL DEBTS: None
2. TRADE DEBTS: None

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

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

Dated this 30th day of April 1942.

(Signature)

M. Nakamura

[Signature]  
Witness

FOR DEPARTMENTAL USE \_\_\_\_\_



INFORMATION FROM R.C.M.P.

Date Aug. 5/43.

Our File No. 6928

Full Name NAKAMURA Masato  
(Surname in Block Letters)

Registration No. 13764

Male ☒ - Female  
(check)

Age May 18, 1923

Former Address R.R. #1, Haney, B.C.

Date Evacuated Oct. 13/42 Naturalized - Canadian-Born - National  
(check)

Present Address 11 Mile Camp, Hape End, B.C.

Married - Single ☒  
(check)

Name of Wife —

Name of Husband —

Name of Mother <sup>nee</sup> KUNIMITSU Name of Father Yutaka #13606

Names of Children under 16 Fujiyo #13607

Requested by Pat Thompson Registered with Custodian —  
(Yes or No)

Additional Information Millhand



1972

REAL PROPERTY SUMMARY

JAPANESE NAMES: Masato NAKAMURA Reg. No. 13764 File No. 6928.  
Hidekazu NAKAMURA " " 16645 " " 13467.

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act.  
BC/102-P. First Offer.

PROPERTY ADDRESS: 2849 - 22nd Road, Haney, B. C.

LEGAL DESCRIPTION: Part 18.73 acres more or less of Section 21, Township 12 as shown  
outlined Red on Sketch No. 7168, Municipality of Maple Ridge, D.N.W.

TITLE: Registered in the names of Masato NAKAMURA and Hidekazu NAKAMURA.

ENCUMBRANCES: None registered. No indication of any unregistered charges.  
Vesting Order filed No. 25305, dated January 15th, 1943.

ASSESSED VALUE: Land - \$1200.00  
Improvements - \$1700.00 - \$2900.00. Taxes - \$57.37.

CLASSIFICATION: This appears to be a Chicken Farm with a small portion devoted to  
fruit, with Dwelling and out-buildings.  
Masato NAKAMURA claims on his JP Form that this property has an  
area of 18.73 acres, which agrees with Maple Ridge Assessment Roll.  
One 1½ Storey 6 room dwelling, 1 woodshed, 1 barn, 1 bath house,  
1 garage, 3 brooder houses, 1 chicken house with 14 compartments.

HISTORY OF  
ADMINISTRATION: As evacuation did not take place until 13th October, 1942, this  
place was not leased until 20th February, 1943, when it was leased  
by the Custodian to Mrs. Jakob Loewen for the Term of 10 months  
from 28th February, 1943 to 31st December, 1943. Consideration  
being \$175.00 - \$75.00 on 1st August, 1943 and \$100.00 on 1st  
November, 1943. No Taxes.  
Buildings included. Space reserved for storing chattels.

SOLD: To The Director, The Veterans' Land Act for \$2,147.00 as at 1st  
January, 1943.  
Approval of Advisory Committee - 1st June, 1943.  
  
Funds released to the credit of Masato NAKAMURA and Hidekazu NAKAMURA  
Joint Account, as at May 8th, 1944, against which were charges for  
Registration Fees - \$3.00, Legal Fees - \$15.00, leaving a net credit  
of \$2,129.00 from said transaction.  
  
Adjustments as at January 1st, 1943, to the amount of \$25.83,  
covering unexpired Fire Insurance Premiums were placed to Masato  
NAKAMURA and Hidekazu NAKAMURA'S Joint Account.

EXHIBIT NO. 791-9

DATE October 14/48

FILED BY

W. A. Rice



Account.

Page 2.

File Nos. 6928 & 13467.

The following Fire Insurance Policy -

The North West Fire Insurance Co., Policy No. 205792 - \$2,150.00, covering \$1,000.00 on Dwelling, \$150.00 on Barn, \$1,000.00 on Double-deck chicken house, was transferred to The Director, The Veterans' Land Act.

Rents for 1943 appear to have been paid direct to The Director, The Veterans' Land Act.

Certificate of Title No. 169516-E in the name of The Director, The Veterans' Land Act.

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

March 9th, 1946.

  
D. A. CRAMER.

DAC:JS



6928

LIABILITY SUMMARY

File Nos. 6928 and  
13467.

Naoto SAKAMURA - Reg. No. 13764.  
Hidekazu SAKAMURA - Reg. No. 16645.

The above named Japanese declared, on their JP Forms,  
dated 30th April, 1942, that they had no Personal or  
Trade Debts.

We can find no evidence of any claims having been  
filed against them.

This summary is certified  
to be in accordance with  
information on file.

March 11th, 1946.

*D. I. Cramer*  
D. I. CRAMER.

DAC:JS



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FIRE INSURANCE SUMMARY

File Nos. 6928 and  
13467.

Naoto KAWAHARA - Reg. No. 13762.  
Hisashi KAWAHARA - " " 15445.

The above named Japanese declared, on their JP Form, dated April 24th, 1942, that there was a Fire Insurance Policy for \$1,000.00 covering the Dwelling.

It was found that The North West Fire Insurance Co., Policy No. 207792 for \$1,500.00 was in force and under instructions from H. KAWAHARA to his agent Mr. Hal Hensley this Policy was increased to \$3,150.00, covering the following items:

On Dwelling	- \$1,000.00
On Barn	- \$ 150.00
On Chicken house	- \$1,000.00
On Household effects	- \$1,000.00 - \$3,150.00.

Policy expiring January 6th, 1945. The insurance covering the Building was transferred to The Director, The Veterans' Land Act, as of January 1st, 1943, and the \$1,000.00 covering the Household effects was cancelled.

This summary is certified  
to be in accordance with  
information on file.

March 11th, 1946.

*B. A. CRAMER*  
B. A. CRAMER

BAC:JS



[illegible]



PERSONAL PROPERTY SUMMARY

File No. 6928

29th March, 1947.

Re: Masato NAKAMURA - Reg. No. 13764

The only personal property assets revealed on this file are mail box which was registered in NAKAMURA's name and which was sold for \$2.00, and a Life Insurance policy on which a premium of \$38.54 was paid at NAKAMURA's request in January, 1946.

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

HA

  
.....



Extract from Lease.

Lease No. 211

Files Nos. 6928 & 13447.

Lessor: The Secretary of State. (Masato & Hidekazu NAKANURA)

Lessee: Mrs. Jakob LOWERY.

Date: 20th February, 1943.

Term: 10 months from 28th February, 1943 to 31st December, 1943.

Consideration: \$175.00 - \$75.00 on 1st August, 1943 and \$100.00 on 1st November, 1943. No Taxes.

Property:

Land: Part 18.73 acres (more or less) of Section 21 Tp.12, outlined red on Sketch 7168, C. of T. 14776 E. Municipality of Maple Ridge.

Buildings: Included. Space reserved for storing chattels.

Chattels: Not included.

Lease handed S.S.B. 10/8/43.



File Nos. 6928 & 13467

STATEMENT OF ACCOUNT  
Masato NAKAMURA - Regn. No. 13764  
Hidekazu NAKAMURA - H/R

Date	Particulars	Debit	Credit	Balance
1943 Jan. 1	Credit re sale of property		\$2169.83	
1944 Jan. 1	Land Registry Office, Cert. of Encumbrance	\$1.00		
June 19	North American Life Assurance Co., premium on Policy No. 325915, Masato NAKAMURA	38.54		
1945 Apr. 23	Transfer to account, Hidekazu NAKAMURA, to equalize payment	38.54		
1946 Jan. 23	Legal fees in connection with sale of property	15.00		
	Division of proceeds - Masato NAKAMURA			1038.37
	Hidekazu NAKAMURA			<u>1038.38</u>
			\$2169.83	



Duchess, Alta.  
EVACUATION SECTION

Rec'd APR 16 1947 April 11 B / 4

File No. 69-18

Ans.

Referred

Dear Sir

I have received my property cheque dated April 2nd / 47 and my brother Hidetazu Nakamura received his cheque at same time.

I have nothing left at protected area and my brother hasn't any left either.

I thank you very much for your kindly service.

There are quite a few farm complement left at farm under Yutaka Nakamura but he hasn't heard any words from you at all. I wonder what happened to them. Curious.

Yours Truly  
Masato Nakamura.



26th March, 1947.

Mr. Masato NAKAMURA,  
Registration No. 18764,  
c/o Department of Labour,  
Lethbridge, Alta.

Dear Sir:

As requested by you through the Department of Labour, we are enclosing herewith Custodian cheque in the amount of \$1040.37. This sum represents equal distribution of proceeds from sale of property registered jointly with your brother, Hidekazu, together with the sum of \$2.00 in your personal account. In January, 1946, the sum of \$38.54 was requested by you for payment of your life insurance premium, and in order to equalise the distribution of funds in the joint account, a similar amount was credited to your brother, Hidekazu's personal account.

We note on reviewing your file that you still have the Title document of this property in your possession and we request that you send it to this office without delay as it has been cancelled at the Land Registry Office.

It would appear that we have accounted for all the property of every kind left by you in the Protected Area which vested in the Custodian, and in order that you may confirm this and acknowledge the cheque, we are enclosing a stamped addressed envelope for your convenience in replying.

Yours truly,

W.E. Anderson,  
Office of the Custodian.

Ha  
Encl.(2) Cheque.



COPY

52 Boulevard,  
Tashme, B. C.  
September 4, 1945.

Policy #325915.

Dear Sir:

Received your letter few days ago., I have  
changed my address as above.

Would you let me explain how my payment has  
gone since I started. One more thing I would like to ask is  
I have signed for repatriate to Japan. If I keep on paying  
my payment and when I do has to go back would the Company  
send the money what I paid back to me to Japan.

Hoping to hear from you. Thank you.

Yours very truly,

"M. Nakamura"



MEMORANDUM

January 12th, 1945

To: Mr. Anderson

From: Mr. Gibson

File No. 6928  
13467

Re: Masato & Hidekazu NAKAMURA

For your information we would advise that the insurance on chattels belonging to the above named and located on NE 1/4 Sec. 21, Twp. 12, 2849-22nd Ave., Hanesy, B.C. expired on January 6th.

This policy is not being renewed.

SMG:KT



Files 6928  
13467

August 11, 1944.

MEMORANDUM

*from* Mr. Anderson  
*from* Mr. Gibson  
*to*

Re: Masato NAKAMURA  
Hideoaki NAKAMURA

Will you kindly advise if there are any chattels in the dwelling belonging to the above named situate on property described as No. 2849 on E. side of No. 22 Rd., between 14th and 16th Avenues, Municipality of Maple Ridge.

There is \$1,000.00 insurance on household effects including Incubator Tools & Poultry Equipment. If the goods have been moved, the insurance can be cancelled.

*K. D.*

11/8/44

*Held [unclear]  
Joh*

SHG:JS



EVACUATION SECTION

Rec'd SEP 15 1943

File No. 1928

Ans.

Referred

Richardson

Box 3

11 mile Camp

Hope Bl.

Sept. 14

Dear Sir or Madam:-

Applying to your letter  
on Sept. 2<sup>nd</sup> I couldn't  
pay a cash out of my  
last pocket. Cause I  
made a \$30.00 assignment  
to my mother & I have  
to live on rest of what  
left. Would you please  
pay out of my rent of  
land's lease? And what  
is left over would you  
kindly send it to me?  
We are pretty hard up  
with money including  
8 in our family.  
I thank you



Yours truly  
Dr. Jackson

Wm. Jackson

# 13764

Deposited 14.10



*Sum*  
(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Masato Nakamura

File No. 6928

Reg. No. *11 mile camp*  
*Hope Exd BC* 13764

Company North American Life Assur

Agency Vanc.

Policy No. 325915

Premium - \$ 39.58

Payable: Annually, Semi-annually or monthly

Month September Day 5

REMARKS:

*Sum*

*letter sent 2/9/43*



MEMORANDUM

File Nos.: 3879  
6979  
6928  
13467

April 30th, 1943

To: FILES

From: Mr. Green

Re: TANAKA, Gosaku  
NAKAMURA, Yutaka  
NAKAMURA, Masato  
NAKAMURA, Hidekazu

Investigation shows that Mr. Loewen, previously the tenant of Gosaku Tanaka's place but now the tenant of the Nakamura farm under files given above, has taken the sewing machine and an electric brooder to the latter farm. These were left in his care by Gosaku Tanaka.

These items appear on the inventory on file 6979 covering the effects belonging to Yutaka Nakamura. As mentioned in our letter of April 14th, the real estate is jointly owned by the Nakamura brothers but the effects belong to the father, Yutaka Nakamura.

Gosaku Tanaka's place is now rented to Mr. Penner and a list of chattels appears on file under date of April 29th, 1943.

HFG:IF



6928  
6979  
13467

April 14th, 1943

Mr. Masato NAKAMURA,  
Registration No. 13764,  
Tashme, Hope, B. C.

Dear Sir:-

Thank you for your letter of April 9th telling us that all the furniture and farm tools left on the property jointly owned by you and your brother, Hidekazu Nakamura, belong to your father, Yutaka Nakamura. We have on your father's file, a complete list of the property found there by our agents but unless you need this for any particular purpose, we are not sending you a copy of it. We have discontinued sending evacuees inventories of this kind in view of the time and expense required to compile and type them.

Yours truly,

H. F. Green  
Protection Department

HFG:IF



EVACUATION SECTION	
Rec'd	APR 12 1943
File No.	6928
Ans.	14/4
Referred	Yuen

Nashme  
Hape BL  
April 9th/43

Dear Sir,

My property is back home at  
Kaney. It is pleased to Harry Yuen.  
Harry Yuen was up here telling me  
that the property is in Custodian's  
hand. Harry Yuen added that there  
is a white person living on my farm.  
I suppose the Custodian lended to the  
person.

All the house's furniture and  
farm's tool is belong to my father.  
Would you please check on this  
and send me a copies of  
furniture and farm's tool what we  
had. I thank you.

Reg. No. 13764

Yours very truly  
Masato Nakamura



6928

March 11, 1943

Mr. Masato NAKAMURA,  
Reg. No. 13764,  
P. O. Box 3,  
11 Mile Camp,  
Hope, B. C.

Dear Sir:

Referring to your letter of March 7th,  
we beg to advise that we have not received from  
the Provincial Government any refund of the 1%  
income tax. We would suggest that you write  
direct to the Provincial Government at Victoria.

Yours truly,

G. D. Milson  
Administration Department

GDM/GH



Department of the Secretary of State  
Office of the Custodian

Box 3	
11 Mile Camp	
Hope BC	
7th/43	
EVALUATION	
Rec'd MAR 9 1943	APR 7th/43
File No. 6928	
Ans. Jm	
Referred Nelson	

Dear Sir,

I would like to get the 1 per cent reduction on Provincial Income Tax for 1941.

Jan to October worked at Peter Barn  
at Whonoch October to December  
worked at Pulp & Paper Mill at  
Port Alice Reg. No. 13764

M. Nakamura  
Box 3  
11 Mile Camp  
Hope  
B.C.

Yours truly  
M. Nakamura

not rec'd



MEMORANDUM

File No: 13467

December 8, 1942

To: Mr. Ian McPherson

From: Mr. Alexander

Re: Hidekazu NAKAMURA

Your memorandum dated November 30th in so far as Mr. Hidekazu Nakamura, File 13467, is concerned has been noted.

Mr. Hidekazu Nakamura, age 13, is the son of Mr. Yutaka Nakamura, our File No. 6979, and is also apparently related to Mr. Masato Nakamura, File No. 6928. I believe that Mr. Masato Nakamura and Hidekazu Nakamura are brothers.

Mr. Hidekazu Nakamura is living in Tashae, does not yet have a Police Registration Number which will not be issued to him until he reaches his 16th birthday, but in view of the fact that both he and his brother have been evacuated from the protected area, I see no reason why their property should not be vested by the Custodian in the regular way. In so far as Hidekazu Nakamura is concerned your vesting certificate will not show a Police Registration Number.

RPA:MAD

c/c to Mrs. O'Brien



OFFICE OF THE CUSTODIAN  
JAPANESE SECTION  
**RECEIVED**  
Nov 18 1942  
The Automobile  
Sickness and Accident  
Plate Glass and Burglary  
Insurance

# HAL MENZIES

Real Estate and Insurance

Notary Public - Conveyances  
Loans and Appraisals

HANEY, B. C.

Sun Life Insurance  
Company's Agencies

November 17th., 1942.

Office of the Custodian,  
Japanese Evacuation Section,  
506 Royal Bank Bldgs.,  
Vancouver.

Dear Sirs:

N.W. Policy #205792. M. Nakamura. File 6928.

In reply to your letter of November 13 we were instructed by Mr. Nakamura, before he was evacuated, to increase his insurance from \$1500.00 to \$3150.00 by including other buildings; and the additional premium was paid by him in cash to this office at that time.

There is no premium outstanding on this policy.  
We trust this information is what you require.

Yours truly,

H. Menzies,

per

E. B. Pearson  
Accountant.

P.K



6928

13th November, 1942.

Mr. Hal Menzies,  
Honey,  
B.C.

Dear Sir:-

Re: North West Policy No. 205792  
- Masato NAKAMURA -

We have received a copy of the above mentioned policy from the office of McGregor, Johnston & Thomas Limited. This policy was increased by endorsement from \$1500.00 to \$3150.00 on September 3, 1942, which I understand was done at your request.

Would you kindly advise who authorized the increase in this coverage and also what arrangements were made to take care of the additional premium of \$29.50 which I understand is still unpaid.

*Paid*

Yours very truly,

S.M. Gibson,  
Insurance Department

SMG:FM

*See Nov 17  
memo*



6928  
13467

OFFICE OF THE CUSTODIAN  
JAPANESE SECTION

RECEIVED  
NOV 11 1942

DEAR SIR,

I have received your letter  
yesterday.

You have ask me a address of  
my partner's name. Well his address is  
TASHME too. And he haven't got his  
registration card yet. I can't ~~give~~  
~~say~~ say very much of him. If  
you want to know more about him  
go down to HANEY Municipality <sup>HALL</sup> and  
find about it. Please.

Yours truly  
Masato Gakamura

Anderson  
TASHME

VIA - Hope B.C.

Nov. 7 /42  
out to Gibson



*with Agreement*  
**North West Fire Insurance Company**  
INCORPORATED - 1880

VANCOUVER BRANCH

JOHN ANDERSON  
MANAGER

*Vancouver, B.C.*

McGREGOR, JOHNSTON & THOMAS LTD. OF THE CUSTODIAN  
GENERAL AGENTS  
414 PENDER STREET WEST  
VANCOUVER, B.C.  
PHONE: PACIFIC 437

JAPANESE SECTION  
**RECEIVED**  
OCT 17 1942

16th. October '42

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

Dear Sirs:-

re Masato Nakamura - Your File #6928

In reply to your letter of the 15th. Inst.,  
would say that North West Policy #205792 apparently covers  
this property in the amount of \$3,150, although the legal  
description differs slightly from that quoted by you.

We enclose copy of the Daily Report and you  
will note that the amount of the policy was increased from  
\$1,500. to \$3,150. on 3rd. September '42 at the request of our  
Haney agent, Mr. Hal. Menzies.

We might say that the additional premium of  
\$29.50 has not as yet been paid to us.

Yours very truly,

McGREGOR, JOHNSTON & THOMAS, LTD.

per. *R. W. McKinnon*

McK/NH.





6928

October 15, 1942

Messrs. McGregor Johnston & Thomas Ltd.,  
414 W. Pender Street,  
Vancouver, B. C.

Dear Sirs:-

Re: Masato Nakamura

The above-named Japanese reported that he had a policy for fire insurance for \$1000 issued through the Tanaka Insurance Agencies, covering a dwelling at Haney, B. C. The legal description given is - Sub-division 18.73 acres E $\frac{1}{2}$  quarter Sec. Lot 21, District of Maple Ridge.

As Tanaka was one of your agents, there is a possibility that this policy was written in the Northwest Fire.

I wonder, would you be good enough to check up to see if you have, or had, a policy as referred to above.

Yours truly,

S. M. Gibson,  
Insurance Dept.

SMG/DK



Files No. 6928 & 13467

NAKAMURA, Masato and Hidekazu

Reg. Nos. 13764 and 16645

2849 - 22nd. Road, Haney, B. C.

Pictures taken March 7/43 by J.M.

"Chicken Houses"





Canada

**DEPARTMENT OF THE SECRETARY OF STATE  
OFFICE OF THE CUSTODIAN**

**JAPANESE EVACUATION SECTION**

File No. 6926, 13407Reg. No. 13764, B/A506 Royal Bank Building,  
Vancouver, B. C.Mr. Masato NAKAMURA, and  
Mr. Hidemasa NAKAMURA.

MAY 22 1944

*as a minor under 16 years.*

Dear Sir:

Re: R. R. 1, Honey, B. C.  
Municipality of Maple Ridge, Part 12.73 acres more or less  
of Section 21, Township 12 as shown outlined red on Sketch  
No. 7168, District of New Westminster, C. of L. 30779.

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	2147.00
Add:	
Unexpired insurance premium as at January 1st, 1943	25.83
	<u>2172.83</u>
Less:	
Tax arrears to December 31st, 1942	3.00
Registration fee	3.00
Encumbrance—Principal	
—Interest	3.00
Net proceeds of sale	<u><u>\$ 2169.83</u></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.



\$1.00 \$2169.83 CR \$2168.83

\$1.00

Land Registry Office c/e

\$2169.83

Credits to Sale of Property

Jan. 1

Balance

Credits

Debits

1961



BC-102-P

BC-2554-A

COPY

BC/102-P

BC/2554-A Page 1

S.S. Form No. 43

(Sheet 1)

## Farm Appraisal Report

File No. J.A. 322

Land Description Part 18.73 acs. of Sec. 21, Tp. 12, Plan 7108

Containing 18.73 Acres

Owner's Name Masato &amp; Hidekazu Nakamura Post Office Address HANEY, B.C.

Nearest Rail Point HANEY, B.C. Distance 2 miles

Market Town New Westminster Distance 24 "

Church (give denomination) All Denominations - Haney, B.C. Distance 2 "

Nearest School Haney, B.C. Distance 2 "

State how property was identified: Map location and corner post.

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

Direct access to No. 22 Road - gravel - fair condition.

Is this district a good one? Yes - Co-operative marketing.

Employment opportunity Limited in this locality.

Predominating Nationality and religion: Mixed - Japanese predominating.

Describe Fencing and its condition: No fences Value \$

Water supply: Domestic water from well. Value \$

## BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 34	Frame	1 1/2 st.	Shgl.	15	Wood post	Fair	\$ 900.00
Poultry house	20 x 64	"	2 "	Shake	1	" "	Good	600.00
"	24 x 75	"	2 "	Shgl.	5	" "	Fair	450.00
BARN	x							
Shed	30 x 30	Polas & shak	1 "	Shake	20	" "	Poor	20.00
BARN	x							
Brooder	10 x 16	Frame	1 "					15.00
<del>Brooder</del>	x							
Brooder	10 x 15	"	1 "					15.00
"	10 x 12	"	1 "					10.00
	x							
	x							

Total present day value \$ 2010.00

Total Value Buildings add to farm \$ 1500.00

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

Describe the basement and chimneys: No basement: open cellar - brick chimney to ground.

No. rooms downstairs? 5 Upstairs? 3 How finished Wood lined

Are buildings painted? No Condition of paint -

Distance from nearest bush Over 100 yards

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



ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
3.53	Undulating	Sandy loam 10" to 18"	Gravel	Mixed small fruits	\$70	\$ 597.10
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, 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, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
9	Undulating	Clay loam 10 to 18"	Clay	Clearing, stumping levelling and drainage.	\$175 to \$250	\$10
	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	
1.20	Gully and Swale			-	-	

Total value of Land \$ 687.10

Total added by buildings to value of farm \$ 1500.00

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

Total value of farm \$ 2187.10

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:

Farm in good state of cultivation; occupied at present by father of Japanese owner.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.

Mixed fruits and poultry.

Noxious weeds:

None of consequence

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

1942 tax \$57.37 - District of Maple Ridge.

Date: June 20th, 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 June 1942.

Inspector's Signature

"H.L. SINCLAIR"

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



Remarks: This is a fair property as far as soil conditions pertain, but a very expensive property to operate due to the topographical feature. The larger portion of cleared acreage is in hay and sod pasture, whilst the acreage in berry crop is comprised chiefly of one year old plants, therefore up to time of appraisal the Japanese owner had been unable to lease. Father of <sup>owner</sup> owner is in residence on property. Buildings are in fair condition, and dwelling is supplied with electric power.

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

## ORCHARDS, SMALL FRUITS, ETC.

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

							<u>Present Value</u>
Strawberries	-	3.35	acres - fair condition				\$
Raspberries	-	.66	" " "				\$
Potatoes	-	.14	" " "				\$
Peas	-	.17	" " "				\$
Grass & Soil	-	4.71	"				\$
Gully	-	1.20					\$
Bush	-	9					\$
		<u>18.73</u>					\$
							\$
Total							\$

Amount fruit trees add to value of farm \$ \_\_\_\_\_



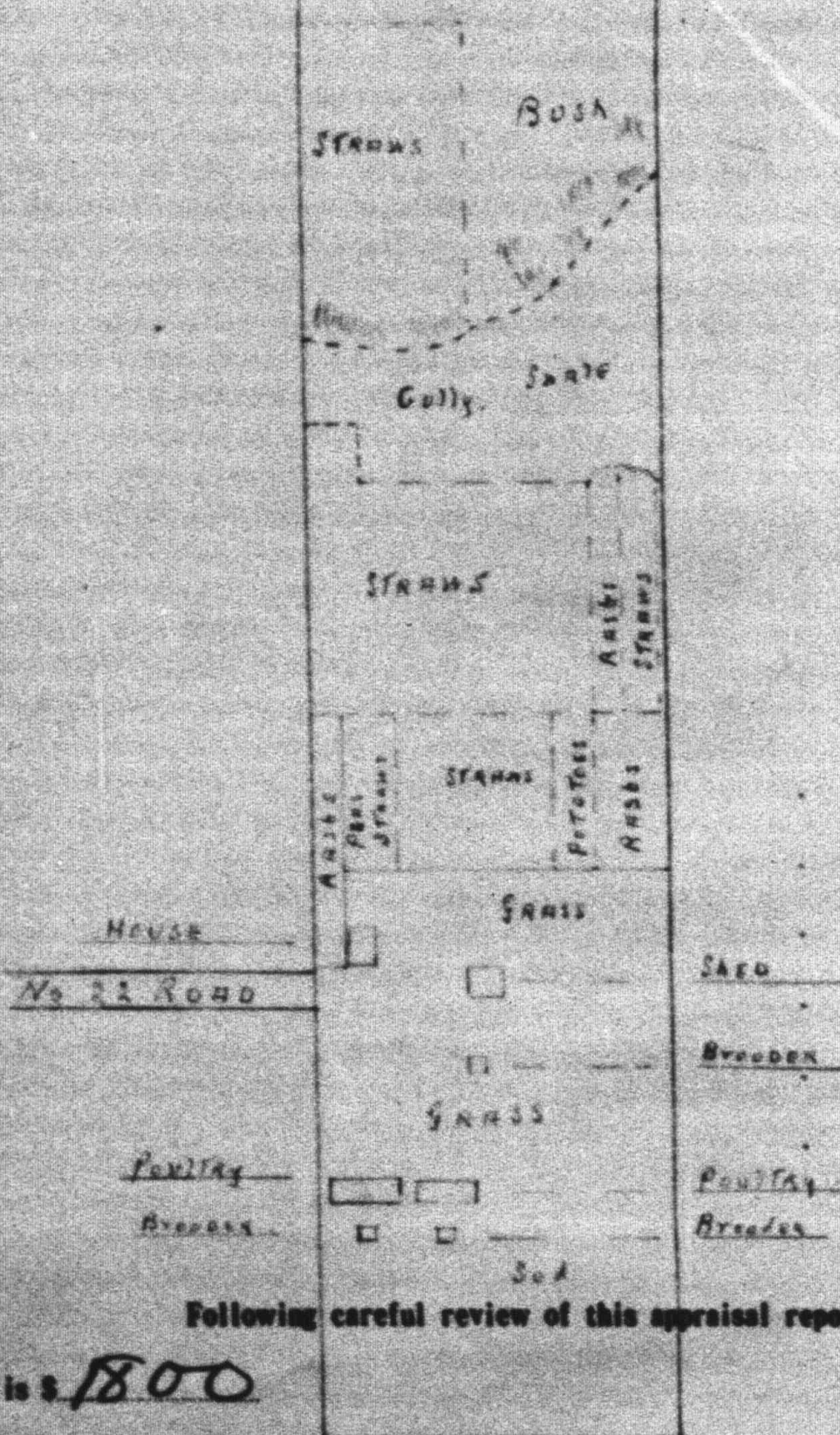
Diagram of Property



Scale 200' = 1-inch

PT. 18.75 Acs. of Sect. 21-Tp. 14-M. 7168

MAS TOS H. NAKAMURA, Lessee



Following careful review of this appraisal report, it is my opinion that the present

value is \$ 1800

Date 22nd June 1942

W. B. Burch  
District Superintendent.



# This Indenture

Made the Fifteenth day of December in the year of our Lord one thousand nine hundred and Forty-one.

In Pursuance of the "Short Form of Deeds Act"

Between

YUTAKA NAKAMURA

of the town of Haney, in the province of British Columbia. Farmer.

(hereinafter called the "Grantor")

Insert full Name, Street Address and Occupation of Grantor and of Grantee.

and

MASATO NAKAMURA  
and  
HIDEKAZU NAKAMURA  
"Joint Tenants"

of the town of Haney, in the province aforesaid, Farmers.

(hereinafter called the "Grantee")

Witnesseth, that in consideration of ONE DOLLAR (\$1.00) —

Dollars of the lawful money of Canada now paid by the said Grantee to the said Grantor (the receipt whereof is hereby by him acknowledged) he, the said Grantor, doth Grant unto the said Grantee, his heirs and assigns FOREVER

All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge, more particularly known and described as Part Eighteen Decimal Seventy-three (18.73) acres more or less of Section Twenty-one (21), as outlined in red color on Sketch deposited no. Seven Thousand One Hundred and Sixty-eight (7168) in the District of New Westminster.



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

**To have and to hold** unto the said Grantee, his heirs and assigns, to and for his and their sole and only use forever; ~~Subject nevertheless~~ to the reservations, limitations, provisos and conditions expressed in the original grant thereof from the Crown and subject to all taxes, rates and local improvement assessments whether already or hereafter assessed.

**The** said Grantor Covenants with the said Grantee that he has the right to convey the said lands to the said Grantee, notwithstanding any act of the said Grantor and that the said Grantee shall have quiet possession of the said lands, free from all encumbrances, save as aforesaid

**And** the said Grantor Covenants with the said Grantee that he will execute such further assurances of the said lands as may be requisite.



And the said Grantor Covenants with the said Grantee that he has done no acts to encumber the said lands.

And the said Grantor Releases to the said Grantee All His Claims upon the said lands.

Wherever the singular or masculine is used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body corporate or politic where the context or the parties hereto so require.

In Witness Whereof the said parties hereto have hereunto set their hands and seals on the date first above mentioned.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature of Witness "Halbert Menzies"

Street Address

City or Town Haney, B. C.

Occupation of Witness Notary Public

"Y. Nakamura"

FOR MAKER (INCLUDING MARRIED WOMEN)

I Herby Certify that, on the 15th day of December 1941, at Haney, in the Province of British Columbia, (whose identity has been proved by the evidence on oath) Yutaka Nakamura, who is personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name he has subscribed thereto as part y, that he knows the contents thereof, and that he executed the same voluntarily, and he is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at Haney, in the Province of British Columbia, this 15th day of December in the year of our Lord one thousand nine hundred and Forty-one.

"H. Menzies"

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

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

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA  
To Wit:

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

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

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

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



Copy

Dated December 15 19 41

YUTAKA NAKAMURA

TO

MASATO NAKAMURA

and

HIDEKAZU NAKAMURA

"Joint Tenants"

Deed of Land

The Vancouver Stationers Limited, Law Printers and Stationers  
Vancouver, B. C.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.  
A Notary Public in and for the Province of British Columbia.  
A Commissioner for taking affidavits within British Columbia.

**ACKNOWLEDGMENT OF OFFICER OF A CORPORATION**  
I, **Notary Public**, do hereby certify that, on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ in the Province of British Columbia, the said \_\_\_\_\_ (whose identity has been proved by the evidence on oath of \_\_\_\_\_) who is personally known to me, and that he is the person of the said \_\_\_\_\_ and affixed the seal of the said \_\_\_\_\_ to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.  
IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at \_\_\_\_\_ in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand nine hundred and \_\_\_\_\_.

**FOR ATTORNEY**  
I, **Notary Public**, do hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand nine hundred and \_\_\_\_\_, under authority of a power of attorney which has not been revoked, thereto voluntarily as the free act and deed of the said \_\_\_\_\_ knows the contents of said instrument and subscribed the name of the said \_\_\_\_\_ to the annexed instrument as the maker thereof, that the said \_\_\_\_\_ is the same person mentioned in the said instrument as the maker thereof, and that he, the said \_\_\_\_\_, is still alive to the best of his belief, and that he, the said \_\_\_\_\_, and acknowledged to me that he is the person who subscribed the name of \_\_\_\_\_ to the annexed instrument as the maker thereof, that the said \_\_\_\_\_ (whose identity has been proved by the evidence on oath of \_\_\_\_\_) who is personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of \_\_\_\_\_ to the annexed instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said \_\_\_\_\_, knows the contents of said instrument and subscribed the name of the said \_\_\_\_\_ thereto voluntarily as the free act and deed of the said \_\_\_\_\_ under authority of a power of attorney which has not been revoked, IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at \_\_\_\_\_ in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, in the year of our Lord one thousand nine hundred and \_\_\_\_\_.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.  
A Notary Public in and for the Province of British Columbia.  
A Commissioner for taking affidavits within British Columbia.

CANADA  
PROVINCE OF BRITISH COLUMBIA  
To wit:

I, \_\_\_\_\_ of the \_\_\_\_\_, in the Province of British Columbia, do SOLEMNLY DECLARE THAT  
1. I am the attorney named in the Power of Attorney referred to in the above acknowledgment.  
2. At the time of the execution of the annexed instrument, I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.  
AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.  
DECLARED before me at \_\_\_\_\_ in the Province of British Columbia, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

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

I hereby certify the foregoing words are a true copy of the original thereof they purport to be a copy.  
Dec. 7/11/41



6928  
13467

THIS INDENTURE made the 29<sup>th</sup> day of August,  
A.D. 1942, pursuant to the "SHORT FORM OF LEASES ACT",

BETWEEN:

6928  
HARATO & HIDEKAZU NAKAMURA,  
Farmers, both of Honey, B.C.,  
JOINT TENANTS, hereinafter  
called "the Lessors" of the  
First Part

EXHIBIT No. 791-11  
DATE October 14/45  
FILED BY G.R.G. Rice

OF THE FIRST PART

AND:

HARRY GEE, Farmer, of 446 Keefer  
Street, Vancouver, B.C., herein-  
after called "the Lessee" of the  
Second Part

OF THE SECOND PART

WHEREAS the Lessors are Japanese and their  
property is now being administered through the Custodian,  
506 Royal Bank Building, Vancouver, B.C., under File  
No. \_\_\_\_\_;

AND WHEREAS the Lessee has agreed to rent  
the farm owned by the Lessors from the 1st day of Sept-  
ember, A.D. 1942, to the 1st day of November, A.D. 1943,  
with the right of renewal subject to the approval of the  
Government of the Dominion of Canada;

NOW THEREFORE THIS AGREEMENT WITNESSETH AS  
FOLLOWS:

1. The Lessors doth demise unto the Lessee ALL  
AND SINGULAR that certain parcel or tract of land and  
premises situate, lying and being in the Municipality of  
Maple Ridge, and more particularly described as Part  
Eighteen decimal Seventy-three (18.73) Acres of Section  
Twenty-one (21), Township Twelve (12), as shown outlined  
in red on sketch No. 7168, from the 1st day of September,  
A.D. 1942, to the 1st day of November, A.D. 1943, with  
the right of renewal subject to the approval of the



Government of the Dominion of Canada, YIELDING THEREFOR during the said term a rent equal to the taxes and the cost of insurance of the buildings:

2. That the Lessee covenants with the Lessors

- (a) To pay rent and to insure in the name of the Custodian;
- (b) And to repair;
- (c) And to keep up the fences;
- (d) And the Custodian may enter and view state of repair;
- (e) And that the Lessee will repair according to notice;
- (f) And will not assign without leave of the Custodian;
- (g) And will not sublet;
- (h) And that he will leave the premises in good repair;
- (i) Provide for re-entry by the Lessors or the Custodian on non-payment of rent or non-performance of covenants;
- (j) The Lessors covenant with the Lessee for quiet enjoyment subject to the approval of the Custodian.

3. It is further agreed by and between the parties hereto that the Lessee shall have the use of the farming tools according to the inventory attached hereto, and that he will store the household effects left in the residence in one room, and look after the same to the best of his ability.

4. The Lessee covenants to cultivate the said farm in a good and husbandlike manner and that he will sow and plant the said farm with such crops as he shall



see fit.

5. Should the Lessors return and demand possession of the said farm at a time when the annual crops have not been harvested, the Lessee shall be entitled to possession of the said farm until the said crops have been removed; any dispute in connection with this clause shall be settled by the Custodian who shall be the final authority.

6. This agreement shall be binding upon not only the parties hereto but their and each of their heirs, executors, administrators, successors and assigns.

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

SIGNED, SEALED AND DELIVERED

in the presence of

Lois Shory

H. Nakamura

Harvey Lee

H. Nakamura

INVENTORY

1 Barn  
6 Chicken-houses  
1 Living-house  
1 Woodshed  
1 Garage  
3 Shovels  
1 Mattock  
1 Peavie  
4 Hoes  
2 Vedges  
2 Sledge-hammers  
2 Cultivators  
1 Harrow

2 Forks  
3 Incubators  
2 Electric-brooders  
2 Breeder-stoves  
2 Water pumps with pipes complete  
1 Axe  
3 Stoves  
2 Tables  
7 Chairs  
1 Cross saw  
1 Rake  
1 Acre Raspberries  
2 1/2 Acres Strawberries



NOV 28 1947

6928  
13467

CANADA }  
PROVINCE OF ALBERTA }  
TO WIT: }  
IN THE MATTER OF ORDER IN COUNCIL P.C. 1810, DATED  
JULY 18th, 1947, AS AMENDED.  
AND IN THE MATTER OF A COMMISSION TO INVESTIGATE  
CLAIMS OF PERSONS OF THE JAPANESE RACE.

WE, MASATO NAKAMURA and HIDEKAZU NAKAMURA, both of <sup>Duchess</sup> ~~Resemary~~ in the Province  
of Alberta, Farmers, do hereby, jointly and severally, solemnly declare as  
follows:

(1) Our names in full and registration numbers are as follows:

Masato Nakamura, Registration No. 13764

Hidekazu Nakamura, Registration No. 16645.

(2) Our address at the time of our evacuation from the Protected Area  
was Haney, British Columbia.

(3) Our present address is Duchess, Alberta.

(4) Our claim relates to real property as follows:

(a) The property is located at Haney, British  
Columbia.

(b) The legal description of the property is  
Part (Eighteen Decimal Seventy-Three  
(18.73) acres more or less) of Section  
Twenty-one (21), Township Twelve (12)  
as shown outlined Red on sketch No.  
Seven Thousand One Hundred and Sixty-  
Eight (7168) in the District of New  
Westminster.

(c) The real property consisted of a farm on  
which we raised poultry, raspberries and  
strawberries.

(d) We held Title to the land in fee simple,  
pursuant to a so-called Certificate of  
Indefeasible Title No. 147776E.

(e) The fair market value at the date of sale was  
as follows:

(a) Land	\$4,350.00
(b) Buildings	2,650.00
TOTAL	\$7,000.00

R 322  
AC 102P  
2584A  
J. 12



- (f) The amount of loss which we sustained in connection with the sale of this property was the sum of \$4,846.16 as the Custodian sold the same for \$2,153.84.
- (5) We would prefer to have our claims heard at Lethbridge, Alberta. No interpreter will be required as we are both British Subjects with a good knowledge of the English language.

AND WE MAKE THIS SOLEMN DECLARATION conscientiously believing the same to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

DECLARED by both of the above named,  
Masato Nakamura and Hidekazu Nakamura,  
at the Town of Brooks in the Province  
of Alberta, this 24th day of November,  
A.D. 1947.

} M. Nakamura  
} H. Nakamura

*Paula Verga*

A NOTARY PUBLIC IN AND FOR THE PROVINCE  
OF ALBERTA.

TO:

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



CASE NO. 791.

IN THE MATTER OF THE "INJURIES ACT"  
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

10

Lethbridge, Alberta,  
 October 14th, 1942.

IN THE MATTER OF THE CLAIM OF  
MASATO and HIDEKAZU NAKAMURA.

PROCEEDINGS AT HEARING.

20

APPEARANCES:

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

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

30



M. NAKAMURA,  
In Chief.

THE SECRETARY: Case No. 791, Masato Nakamura and  
Hidekazu Nakamura.

MASATO NAKAMURA, the claimant herein,  
being first duly sworn, testified  
as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q You are Masato, are you? A: Yes.

Q Who is Hidekazu? A: My brother.

10 THE SUB-COMMISSIONER: Speak up, please; you are  
turning your head around and I cannot hear you.

MR. VIRTUE: Q: Speak out loud. It will help us  
all if you will speak as loudly as you can.

A Hidekazu is my brother.

Q Hidekazu is your brother? A: Yes.

Q Did you own this property jointly?

A Yes.

Q And you are here representing your brother today?

A Yes.

20 Q Now, you owned some land near Hanev, British  
Columbia? A: Yes, sir.

Q And we are told that Hanev is a town in the  
Fraser Valley, I believe about around fifteen  
miles from New Westminster? A: Around there, I  
think.

Q Around that? A: Yes.

Q Was Hanev a prosperous community at that time?

A Yes.

Q A prosperous farming community?

30 A Yes.



5  
H. Nakamura,  
In Chief.

Q Now, your land consisted of 18 and a fraction  
acres?

A: Yes.

Q And you and your brother bought this land from  
your father?

A: Yes.

Q Tatsuo Nakamura?

A: Yes.

Q You believe that the price that your father  
paid for the land was \$1100.00?

A Yes.

10 Q And at the time your father purchased the land  
there were no buildings, and it was just partly  
cleared?

A: Yes.

Q And the clearing done at that time was valued  
at about \$600.00?

A: Yes.

Q Well, now, your father and your two brothers  
cleared eight acres of land, and you fenced part  
of it, and you put in drainage, and you planted  
some forty-six fruit trees?

A: Yes.

Q And you have calculated your cost, you and  
your father, at about \$3935.00?

20 A Yes.

Q And then you put on, you and your brother and  
your father, put on quite a number of buildings  
which you have listed here in this claim?

A Yes.

Q They cost you a matter of \$4049.00?

A Yes.

Q These are round figures, as nearly as you could  
estimate them at this date. So that the whole  
thing cost your father and you two brothers a

30 matter of \$9084.00?

A: Yes.



4  
M. Nakamura,  
In Chief.

Q But you only value the property at the time  
of your evacuation at \$7000.00?

A Yes.

Q Now, what have you to say about that value that  
you placed on your property at the time of your  
evacuation, this approximately eighteen or  
nineteen acres of land at Haney? What do you  
say about that value that you put on, \$7000.00?

A I think it is a fair market value.

10 Q Yes.

THE SUB-COMMISSIONER: Q: What did you say?

A I think it is a fair market value.

MR. VIRTUE: Q: Speak louder. Do you think if you  
had some time to get out and dispose of the  
property and sell it, do you think you could  
have got that price for it all right?

A Yes.

Q You are positive of that? A: Yes.

Q Now, do you know that the Custodian sold this  
property for \$2147.00? A: Yes.

Q What do you say about that price?

A Very cheap.

Q Very cheap? A: Yes.

Q Do you think it was in reason at all?

A No, sir.

Q Now, you aren't making any claim for personal  
property? A: No, sir.

Q Is this the signature of your brother and  
yourself (indicating)? A: Yes, sir.

30 Q And you prepared this form with the help of



M. Nakamura,  
In Chief.

your solicitor, and prepared it carefully?

A Yes.

Q You say that the information you have put in this form and the values you have put on this land are true and reasonable?

A Yes, sir.

MR. VIRTUE: I will offer that as an exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: Q: Now, would you look at that

10 photograph, please. What is that photograph?

A My house.

Q That is the house that you and your brother owned and that you are claiming for now?

A Yes.

Q Is that the one on the left hand side of the road there?

A: Yes, sir.

Q Now, how do the conditions of the house and the surroundings shown in that photograph compare with its condition at the time that you were

20 evacuated?

A: Not much has

been changed.

Q That photograph was taken after you were evacuated, was it?

A: Yes, sir.

Q Well, would you say that the house was in the same condition, or better condition, or worse, when you were evacuated than shown in the photo?

A Well, when I was leaving it was in better condition than the way it looks in the picture.

Q It was in better condition? A: Yes.

30 Q And the grounds and the road leading up to it,



6  
M. Nakamura,  
In Chief.

what have you to say about that, about the  
condition of them?

A: About the same.

Q About the same?

A: Yes.

Q Now, this building to the right of the road,  
are those your buildings too?

A Yes.

Q What are they?

A: A barn on  
the east side and a chicken house on the west.

Q This building in the background on the left hand  
side is the barn?

A: Yes.

Q I am referring to this one here (indicating)?

A I don't know.

Q You aren't sure?

A: No, it isn't  
mine, that.

Q It is not yours?

A: No.

Q But the buildings on the right of the road  
are your barn and chicken house?

A Yes.

(PHOTOGRAPH MA HKED EXHIBIT NO. 2).

Q Now, will you look at this other photograph,  
and tell me what it is?

A: It is a chicken  
house.

Q On your land?

A: Yes.

Q Is this land in the foreground, does that  
represent the land that you owned there?

A Yes.

Q It was good, level, tillable land, was it?

A Yes.

Q Now, the condition of the buildings in the  
second photograph, how does their condition



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M. Nakamura,  
In Chief.

compare with their condition at the time that  
you were evacuated?

A: A little change  
has taken place in the buildings.

Q Would you say they are better in this picture,  
or worse, or the same? A: It is worse  
a little bit.

Q A little bit? A: Yes.

Q In other words, at the time that you were evacuated  
the buildings were in better repair and better  
generally? A: Yes.

Q Was the whole or most of the 18 acres of land  
there level land like that? A: No, across the  
creek it is on the sloping side.

Q About how many acres were good level land like  
that, or about like that? A: Close to ten  
acres.

Q Close to ten acres? A: Yes.

Q What was the soil like? Was it tillable, fertile  
soil? A: Yes. There

was a little sand and a little bit of rock in it.

Q Well, was it suitable for farming?

A Yes.

Q What crops was it suitable for growing?

A Strawberries.

Q It was good strawberry land, was it?

A Yes.

(PHOTOGRAPH MARKED EXHIBIT NO. 3).

Q Now, you had some fire insurance, I believe, on  
this property. This is a policy taken out the  
6th of January, 1942; that was the same year



M. Nakamura,  
In Chief.

you were evacuated?

A: Yes.

Q And on the dwelling house there was \$1000.00  
and on the household contents \$500.00?

A Yes.

Q And then there was an endorsement increasing the  
insurance to \$1000.00 on the house, \$1000.00 on  
the contents, \$150.00 on one barn, and \$1000.00  
on the chickenhouse; that was a total of \$3150.00  
insurance?

A: Yes.

10 Q And that was put on in January of the same year  
you were evacuated?

A: Yes.

Q January, 1942?

A: Yes.

MR. VIRTUE: I will put this in as an exhibit, these  
is as one exhibit.

(DOCUMENTS MARKED EXHIBIT NO. 4).

MR. VIRTUE: Q Now, here is a tax receipt for  
1942; is that this land? A: Yes.

Q And the assessment then was improvements, well,  
the land was \$1200.00 and I don't know whether  
that is \$1100.00 for the improvements or \$1700.00?

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A \$1700.00.

Q \$1700.00, a total of \$2900.00.

MR. RICE: That is right.

MR. VIRTUE: It is an original tax receipt, apparently,  
with the assessment embodied in it, 1942, \$1100.00  
and \$1700.00.

MR. RICE: No, it is \$1700.00 and \$1200.00.

MR. VIRTUE: \$1200.00 and \$1700.00, a total of \$2900.00.

MR. RICE: Yes.

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(RECEIPT MARKED EXHIBIT NO. 5).



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M. Nakamura,  
In Chief.

MR. VIRTUE: Q: I believe your father deeded this  
land to you two brothers on the 15th of December,  
1941?

A: Yes.

Q And this is the deed? A: Yes.

Q You just put in \$1.00 because it was a family  
transaction?

A: Yes.

Q And that is your father's signature?

A Yes.

Q And it is a deed of the property to you two  
brothers?

A: Yes.

(DEED MARKED EXHIBIT NO. 6).

Q And then this is a deed of the 14th of January,  
1931, from Benjamin Miller to Tutsaka Nakamura,  
and is the deed under which your father bought  
the property from Mr. Miller?

A Yes.

Q For \$1100.00? A: Yes.

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

(DEED MARKED EXHIBIT NO. 7).

MR. VIRTUE: All right, thank you.

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

I submit the following documents as exhibits  
in this claim: Farm appraisal report.

(APPRAISAL REPORT MARKED EXHIBIT NO. 8).

MR. RICE: Two summaries respecting the real property  
as one exhibit.

(SUMMARIES MARKED EXHIBIT NO. 9).

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M. Nakamura,  
Cross Exam.

CROSS EXAMINATION BY MR. RICE:

Q Exhibit No. 3 shows a picture of two chicken houses; are both of those yours?

A Yes, sir.

Q And Exhibit No. 2, to the left of the road is a picture of your dwelling, is that it?

A This house?

Q Yes?

A: That is my house.

Q That is to the left of the road in the photo?

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A Yes.

Q I show you two more photos. Is that a picture of your dwelling, and the chicken house, too?

A Yes, sir.

MR. RICE: I will tender these two photos as one exhibit.

(PHOTOGRAPHS MARKED EXHIBIT NO. 10).

MR. RICE: Q Did you build both of the chicken houses or just one?

A: Two.

Q You built two?

A: Yes.

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Q And you built your dwelling?

A Yes, sir.

Q You rented your property before you were evacuated, did you not?

A: Pardon.

Q You rented before you were evacuated?

A No, sir.

Q You did not rent before you were evacuated?

A No, sir.

Q Well, after you were evacuated, did you lease the place?

A: No, sir.

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Q Does that document (indicating) bear your



M. Nakamura,  
Cross Exam.

signature?

MR. VIRTUE: I suppose we are too near the end of the hearings to have a battle about this.

THE SUB-COMMISSIONER: Pardon?

MR. VIRTUE: I suppose we are too near the end of the hearings to have a battle about this, but my learned friend has heard my objection a good many times about this method of cross-examining a witness, that is, to ask him three or four questions about a document, first get his answers, and then later present the document. I again register my objection.

THE SUB-COMMISSIONER: Much could be said about the method of direct examination and cross-examination, I think.

MR. VIRTUE: Well, I can emphasize that the method of direct examination was not my choice. It was laid down for us by the Commission, and I am following the method laid down by the Commission.

MR. RICE: Well, that is to say, the Commission wanted leading evidence put in.

MR. VIRTUE: I do object again to any method of cross-examining a witness which suggests or which entails asking him questions about a document without calling his attention to the document...

MR. RICE: I did not ask him questions about a document at all.

THE SUB-COMMISSIONER: Just a minute. Pardon?

MR. VIRTUE: ...and then presenting the document to



M. Nakamura,  
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him afterwards.

THE SUB-COMMISSIONER: What he did was this: He asked him about the construction of these places, and then the renting of the land.

MR. RICE: I asked him if he was renting, or if it was rented, I mean.

MR. VIRTUE: And then he hands him a document and says "Is this your signature?" That is contrary to all the rules of evidence, and it is also, if I may say so, contrary to all the rules of fairness, because the object of that rule of evidence is most clear, if you are going to cross-examine a witness about a document you first must call his attention to the document. The object is to prevent trapping him by getting him to say certain things, like he hasn't signed a document and so on, and then trapping him by showing him the document.

THE SUB-COMMISSIONER: That is with regard to a statement made in direct examination which was contrary to the terms of the document; but in this case he makes a statement in cross-examination that he did not rent the place.

MR. RICE: That is just the point. I have never heard of such nonsense in my life.

MR. VIRTUE: I didn't ask this witness in direct examination any questions at all about leasing the property. The first question that was asked was by my learned friend when he said, "Did you sign any lease?" I didn't ask him if he leased the



M. Nakamura,  
Discussion.

place; it was my learned friend that asked him  
"Did you enter into any lease of this property?"

THE SUB-COMMISSIONER: He asked him if he rented the  
property; he said "No".

MR. VIRTUE: "Did you lease the property?" and he  
said "No", and then having got him in that  
position my learned friend comes along and  
produces a document to him which he had in his  
possession all the time, and he says, "Here, now,  
is a document showing you have. "

THE SUB-COMMISSIONER: Of course, Mr. Virtue, if you  
had asked him that question, and he said that he  
had not rented the place, then it would be for Mr.  
Rice to produce the document to him in the face  
of the denial and put it up to him in that way;  
but when this witness in cross-examination says  
that he did not rent it, then it does seem to me  
that is proper.

MR. VIRTUE: Nothing turns on it very much now, but I  
will simply refer your Honour to all the well-known  
rules of evidence in the books on evidence in that  
regard to which this is contrary. I don't know  
why my learned friend adopts that course because  
the obvious thing to do, and the fair thing to do,  
is, if it is a document that he intends to produce,  
to produce it to the witness and say, "Here is a  
document so-and-so, a lease, did you sign it?"  
instead of first getting him to say "I didn't sign  
any lease" and then later producing the lease to  
him. And then, your Honour, through all of these



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hearings, as you know, these men all take the same position, "I did not lease my land; I sold my crop," and we all know that, and why my learned friend still persists in this method which is contrary to the rules of evidence and contrary to commonsense, I don't know.

And we had a ruling from Judge Stark last week to the same effect that my learned friend must not do it in that way, and he goes ahead and does it anyway.

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MR. RICE: In other words, it is up to me to prove from this witness in some other manner that the witness leased the place without producing the lease, and I can't refer him to it. I never heard of such ridiculous nonsense.

MR. VIRTUE: Look up Wigmore or Phipson on evidence, or any of the books on evidence, and you will find it in there.

THE SUB-COMMISSIONER: Just a minute.

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MR. RICE: I asked him if the place was leased, he said "No", and then I asked him if he completed this document and if that is his signature.

Q Will you look at that document and tell me if it bears your signature? A: Yes.

Q Which is your signature, the first Nakamura on that document? A: The top one.

Q The top one? A: Yes.

Q Well, that purports to be a lease made on the 29th of August, 1942, between you and your brother as lessors and Harry Gee as lessee?

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M. Nakamura,  
Crest Exam.

A Yes.

Q Did you complete that document? Did you intend to complete that document as a lease?

A No, died already.

Q No did? A: Yes.

Q But you completed a lease with Harry Gee?

A Yes.

Q And the terms of the lease are that he was to have the use of the place by paying the annual taxes and insurance on the buildings?

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A Yes.

Q That is right, is it? A: Yes.

Q Having leased the place for the payment of the annual taxes and the insurance, about how much would that amount to, do you know, a year?

A \$700.00.

Q The taxes and the insurance amounted to \$700.00 a year?

A: No, the taxes and the insurance amounted to about \$75.00.

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Q About \$75.00? A: Yes.

Q Why do you say that the place is worth \$700.00 if you leased it for \$75.00?

A I thought you meant the leasing the land too.

Q Did Gee have the use of the land as well as the buildings?

A: No, I don't think he used the land.

MR. RICE: I will tender that as an exhibit, your Honour.  
(LEASE MARKED EXHIBIT NO. 11).

MR. RICE: Q: Exhibit 11 says that you leased eighteen odd acres to him?

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A: Yes.



M. Nakamura,  
Discussion.

Q All right.

THE SUB-COMMISSIONER: That is all, thanks.

MR. VIRTUE: I just want to refer, sir, to the farm appraisal report answering the various questions. The nearest rail point, two miles; nearest church and school, two miles. "Roads: Direct access to No. 22 road, gravel, fair condition." "Is this district a good one? Yes, co-operative marketing." "Water supply: Domestic water from well." And then the valuator lists the buildings, which he values, "Total present day value, \$2010.00," but he says, "Total value buildings add to farm, \$1500.00." He takes off \$510.00 there.

We again have the situation of the cultivated land being valued at \$70.00 whereas the reclamation cost per acre is given as \$175.00 to \$200.00 an acre.

"Describe condition of farm commenting on tillage" etc., "Farm in good state of cultivation; occupied at present by father of Japanese owner."

Then the farm appraisal report on page 3 remarks, "This is a fair property as far as soil conditions pertain, but a very expensive property to operate due to the topographical feature. The larger portion of cleared acreage is in hay and sod pasture, whilst the acreage in berry crop is comprised chiefly of one year old plants." Now, I don't want to lead evidence on that again, but you have had plenty of evidence before you that one year strawberry plants are the best plants



M. Nakamura,  
Discussion.

because they come into bearing the second year  
and bear best in years three, four and five.  
Then he goes on, "Buildings are in fair condition,  
and dwelling is supplied with electric power."  
And then he gives a list of strawberries, raspberries,  
potatoes, peas, grass and seed totalling about  
eight and one fraction acres, and gives no value  
for the planting at all, puts no value on it.  
That is all, sir, thank you.

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(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing  
transcript is true and accurate of the  
proceedings herein.

*[Signature]*  
"S. R. HOWARD" Official Reporter.

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

\_\_\_\_\_  
SUB-COMMISSIONER.

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Defence Brief

Masato & Hidekazu NAKAMURA

File No. 6928  
13467

Case No. 791 ✓

LETHBRIDGE  
14 Oct. 48

V.L.A.

REAL PROPERTY CLAIMS

1. Real Property Claim

\$7000.00

Appraised at

\$2187.10

Sold for

\$2147.00

✓ Witness: H. L. Sinclair, Appraiser

Submission: Sold for fair  
market value.

9/14  
RWN/mw



Name of Claimant

NAKAMURA, Masato  
Hidetsugu

Case

791

Custodian File

SPS &amp; 13467

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
					2147.	1572.47				1572.47
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
MISCELLANEOUS CHATTELS										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
TOTAL RECOMMENDATION										1572.47