

9810

BUREAU POWELL STREET  
OFFICE OF THE CUSTODIAN  
JAPANESE SECTION

FILE NO. 9810

To be completed by persons of the Japanese race having no property in any protected area.

NAME: NISHIMURA, Ichizo (George)

HOME ADDRESS: 1747 W 3rd Ave., Vancouver, B.C. REGISTRATION No. 04349

SEX: Male AGE: 32 MARRIED? Yes

OCCUPATION AND EMPLOYER: Taxi Owner, doing business under name of "Steveston Taxi" -- formerly "Nippon Taxi"

NAME OF WIFE OR HUSBAND: Tamiko ✓ ADDRESS: 1747 W.3rd Ave., Van.B.C.

NAMES OF LIVING CHILDREN: None ADDRESS: None

ADDRESS: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_

I certify that the above information is true and complete and state that I have no property of any kind whatsoever in any protected area in British Columbia.

Dated this 21st day of May 1942.

WITNESS: [Signature]

(Signature) [Signature]

FOR DEPARTMENTAL USE

HOW DO YOU PROPOSE TO PAY THESE OFF?

LIST OF LIABILITIES:

None •

INFORMATION FROM R.C.M.P.

DATE May 28/43

Our File No. 9810

Full Name NISHIMURA, Ichizo (George)  
(Surname in Block Letters)

Registration No. 04349      Male - Female  
(Check)      Age Aug. 17, 1909

Former Address 1st Ave., & Chatham St., Steveston, B. C.

Date Evacuated May 30/42      Naturalized - Canadian-Born - National  
(Check)

Present Address Mission Flat, Kamloops, B. C.

Married - Single  
(Check)

nee

Name of Wife (KOBORI) Tamiko #04380

Name of Husband \_\_\_\_\_

nee

Name of Mother (YADA) Iso (Dec'd)      Name of Father Sanjiro #02465

Names of Children under 16 George Tadashi June 19/42

Requested by ECT      Registered with Custodian \_\_\_\_\_  
(Yes or No)

Additional Information Taxi owner. Owner of 1941 Dodge Car

File No. 9810

February 16th, 1944.

CLAIMS DEPARTMENT

Ichizo George NISHIMURA - Reg. No. 04349

CREDITORS:-

1. Neon Products of Western Canada Ltd. .... \$34.65

*fd*

*Debt:*

1. Alex Johnstone

*10<sup>00</sup>-*

*See letter  
from Nishimura  
dated 22/2/44  
n.d.*

*No documents in file # 9770.*

*ND in Book # 20*

*5-4-44*

April 29th, 1942

Mr. George I. Robinson  
No. 2 Bank and Trust Co.  
Cleveland, O. C.

Dear Sir:

PLEASE TAKE NOTICE that you have committed a breach of the contract made between this Company and yourself, and dated the 21st day of October, 1939 as follows:

Default has been made in payment of installments payable under the said contract, namely the installments from the month of October, 1941 to date.

AND FURTHER TAKE NOTICE that this Company is taking possession of the display covered by the said contract and declares the balance of the installments therein provided to be paid to be forthwith due and payable in accordance with Paragraph 20 of your contract, and consequently there is now due and payable the sum of \$42.25.

This Company demands payment of the said sum of \$42.25 in accordance with your agreement contained in the said contract.

Yours truly,

WESBROS PRODUCTS OF WESTERN CANADA LTD.

C. G. Carbet  
Secretary-Treasurer

Balance of contract 42.25  
Credit for unearned maintenance to expiry  
date of contract 7.60

\$34.65

Agreement No. 6015

# DISPLAY AGREEMENT

THIS AGREEMENT made in triplicate the  
Vancouver, B. C.

3rd

day of October

1939 at

between NEON PRODUCTS OF WESTERN CANADA, LIMITED, 260 Terminal Ave., Vancouver, B. C., Owner,

and

**GEORGE I. NICHIMURA**

ADVERTISER.

No. 1 Road & Moncton St., Steveston, B. C.

WHEREAS the Advertiser has requested the Owner to construct and install upon the premises hereafter mentioned a Claude Neon Display appropriate exclusively to the Advertiser's business and to permit the Advertiser to use the same, which the Owner has agreed to do in consideration of these presents:

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto mutually covenant and agree as follows:

1. The Owner at its own cost shall construct and install at the location specified in Exhibit "A" the illuminated display, exclusive of service wiring and switches, described in Exhibit "A" hereto, and in the plans (if any) this day approved in writing by the Advertiser, hereinafter called the display.
2. The Owner hereby grants to the Advertiser leave and license to use the display for the term of 36 months, commencing the first day of the month following the date of installation thereof at the premises aforesaid, subject to the terms, covenants and conditions of this agreement.
3. The display is now and shall remain the sole property of the Owner.
4. The Advertiser shall pay to the Owner for the construction, installation and use of the display, at its office, 260 Terminal Avenue, Vancouver, B. C. monthly and every month during the said term the sum of \$ 3.25 - - - ) THREE 25/100 - - - - -

Dollars, payable on the first day of each month, commencing the first day of the month following installation of the display, provided, however, that the monthly payments for the last two months of the said term shall be paid on the execution of this agreement. All overdue payments shall bear interest at the rate of seven per cent. per annum. Time shall be deemed to be of the essence of this agreement.

This contract cancels and supersedes Contract dated March 1937 as from October 31st, 1939.

**2. BUILDINGS AND STRUCTURES.** The Owner agrees to furnish, if required, supporting structures and attachments of sufficient strength for the installation of the said display. If the building or erection upon which the said display is proposed to be installed, in the opinion of the Owner, requires re-entrancement or alteration the Advertiser shall perform such work at his own expense.

**5. REMOVAL OF OBSTRUCTION.** If prior to installation of the said display or during the said term there is found to be any obstruction to a clear view of the display, it shall be the duty of the Advertiser to arrange and pay for the removal of such obstruction, if he desires the same removed.

**7. PERMITS.** The Advertiser shall obtain the necessary permission from the owners of the premises and others, exclusive of public authorities, whose permission is requisite for the installation and maintenance of the display and shall be responsible that such permission once obtained shall not be revoked.

**8. DELIVERY.** The Owner shall promptly commence the construction of the display and prosecute work thereon with all due diligence until completion, provided that performance by the Owner shall be subject to delay by strikes, lockout, breakages, fire, commercial delays unforeseen by the Owner or acts of God.

**9. SERVICE WIRING.** The Advertiser shall bring service wiring and switches required by the Owner to the location of the display and shall maintain and pay for a sufficient supply of electric current for the display.

**10. MAINTENANCE.** The Owner shall, at its own expense maintain and service the display as and when considered necessary by the Owner, including in such service, inspection, cleaning, repainting and all necessary repairs.

When and if the display fails to operate, the Advertiser shall forthwith after the happening of any such event notify the Owner, and if the display fails to operate for any reason except through fault of the Advertiser, his servants or agents, the Owner shall repair the display within thirty-six hours after receipt of such notice. If the Owner fails to make such repairs the Advertiser shall receive credit to the amount of 1/720th of the monthly payment for every hour the display fails to operate in whole or in part after expiration of such thirty-six hour period which compensation the Advertiser shall accept in lieu of all claims for damages of any kind whatever. PROVIDED HOWEVER that in the event of damage to the display occasioned by any act or omission of the Advertiser, weather conditions, act of God, or the act of anyone other than an employee or agent of the Owner, no compensation shall be payable by the Owner and the provisions of paragraph 12 hereof shall apply.

**11. INSURANCE.** The Owner shall maintain during the term fixed by paragraph 2 hereof liability insurance providing for indemnity to the Owner and/or the Advertiser in the sum of at least \$10,000.00 which policy or policies of insurance the Advertiser may inspect at the office of the Owner.

**12. DAMAGE TO DISPLAY.** In the event of damage to or destruction of the display by any cause other than any act or omission of the Advertiser, his servants or agents, the Owner shall have the right either to rebuild the display extending the term fixed by paragraph 2 hereof for such period of time as may be necessary to make up the full term thereof, or to terminate this agreement, in which latter event the Advertiser shall be relieved from liability to pay further monthly payments as herein mentioned. In event of damage to or destruction of the display by any act or omission of the Advertiser, his agents or servants or any of them, the Advertiser shall pay to the Owner the cost of repairs and replacements which shall be performed by the Owner forthwith after payment thereof.

**22. RENEWAL.** Upon faithful performance by the Advertiser of all the provisions of this agreement and upon termination thereof option is given the Advertiser to extend the terms of this agreement for a period of \_\_\_\_\_ months from said termination upon payment of the sum of \$ \_\_\_\_\_ Dollars monthly during such extended term.

**13. REMOVAL OF DISPLAY.** The display, including roof structure or framework of same, if any, not specifically sold to or erected by the Advertiser, shall at all times be deemed personal property, and shall not by reason of attachment or connection to any land or building become or be deemed a fixture or appurtenant to such land or building, and shall at all times be severable therefrom and shall be and remain at all times the property of the Owner, free of any claim or right of the Advertiser, except as set forth herein. Upon the termination of the Advertiser's right to use the display, the Owner shall have the right to remove the display from the premises upon which it is installed.

**14.** The Advertiser shall not cause or permit the display to be tampered or interfered with or repaired by anyone other than a representative of the Owner, or to be removed from the premises whereon the same is installed by the Owner.

**15. ASSIGNMENT OF AGREEMENT.** All the terms and conditions hereof shall be binding upon and inure to the benefit of the parties hereto, their and each of their executors, successors and/or assigns, and the rights, benefits, advantages and obligations of the Advertiser herein and hereunder shall be transferable only with the written consent of the Owner first had and obtained.

**16.** No Waiver by either party hereto of the non-performance of any term, covenant, condition or obligation hereof shall constitute or be deemed a waiver of any subsequent breach of or failure to perform the same or any other term, covenant, or condition hereof.

**17.** It is understood and agreed that the display when constructed will be appropriate exclusively to the Advertiser's business and will not be of value to anyone other than the Advertiser save and except a salvage value to the Owner not exceeding one per cent. of the total value of monthly payments for the said term.

**18.** It is expressly agreed between the parties hereto that the Owner has not made any representations to the Advertiser regarding the display other than such as are expressed in this agreement, it being agreed that this instrument contains and expresses the whole agreement made between the parties hereto.

**19. ACCEPTANCE BY ADVERTISER.** This agreement shall not be binding upon the Owner for any purpose until the same is executed by an executive officer of the Owner, notwithstanding execution by a sales representative of the Owner, but after execution by the Advertiser shall constitute an offer by him to the Owner irrevocable for a period of twenty-one days from the date of execution by the Advertiser.

**20. BREACH OF AGREEMENT.** In event of breach by the Advertiser of this agreement or of any term, covenant or condition herein contained the whole of the monthly payments payable under the terms of this agreement shall become due and payable forthwith and the Advertiser agrees to pay the same forthwith thereafter. Furthermore, upon the happening of any such event the Owner shall have the right to take down and repossess the display, in which event any salvage realized from the display shall be credited by the Owner against the balance of such sum then due and payable.

Without limiting the generality of the foregoing, breach of agreement shall be deemed to have been committed by the Advertiser in event that the Advertiser:

- (a) Commits any act of bankruptcy;
- (b) Abandons the display or premises whereon the display is installed;
- (c) Vacates the premises whereon the display is installed or transfers his interest therein without the consent of the Owner first had and obtained;
- (d) Appoints a receiver of the business in connection with which the display is used.

**21.** The Advertiser acknowledges receipt of notice that temporary change of color is liable to occur in colors other than red Neon Tubing during cold weather and accepts the display notwithstanding.

**NEON PRODUCTS OF WESTERN CANADA, LIMITED**  
(Owner)

By "G. A. Allen" Sales Representative.

Accepted: By "C. C. Corbet" Executive Officer.

DATE October 17, 1939

By "Geo. I. Nichimura" Advertiser.

**EXHIBIT A**

City Steveston, B. C.

DISPLAY TO BE READ AS FOLLOWS

DISPLAY TO BE INSTALLED AT

to \_\_\_\_\_ inches in height, illuminated with single \_\_\_\_\_ neon tubing.

to \_\_\_\_\_ inches in height, illuminated with single \_\_\_\_\_ neon tubing.

to \_\_\_\_\_ inches in height, illuminated with single \_\_\_\_\_ neon tubing.

to \_\_\_\_\_ inches in height, illuminated with single \_\_\_\_\_ neon tubing.

to \_\_\_\_\_ inches in height, illuminated with single \_\_\_\_\_ neon tubing.

to \_\_\_\_\_ inches in height, illuminated with single \_\_\_\_\_ neon tubing.

NEON BORDER

single tube neon sign

Color Green

NEON OUTLINE

MARQUEE OR CANOPY (the property of Neon Products of Western Canada Ltd.)

FOLLOWING UNILLUMINATED COPY:

STYLE OF NEON LETTERS

STYLE OF OTHER LETTERS

BACKGROUND (Material)

DIMENSIONS: Length

Width

SINGLE OR DOUBLE FACE:

HORIZONTAL OR VERTICAL

COLORS: Background

Face of Letters

LOCATION OF DISPLAY ON BUILDING

ORIGINAL LAMP SUPPLIED BY

REPLACING TO BE DONE BY

FLASHER SUPPLIED?

To Dash

(Subject to City approval)

PLACE FOR ENDORSEMENT

Single tube neon green added to display reading "TAXI" already installed

"O.K.G.I.N."







# CO-OPERATIVE LUMBER ASSOCIATION

Phone 760-L-1



Kamloops, B. C.

December 3, 1943.

Department of the Secretary of State,  
Office of the Custodian,  
506 Royal Bank Building,  
Hastings and Granvill St.,  
Vancouver, B. C.

Dear Sirs:

Re: Chattels

In reply to yours of November 22nd, 1943. The  
Chattels you mention do not belong to me. I have all my  
belongings in Kamloops.

Yours very truly,

Mr. & Mrs. George Ichizo NISHIMURA

Per: *Marion Bennett*

EVACUATION SECTION

Rec'd DEC 6 1943

File No. 9810

Ans.

Referred *Peters*

*Mackenzie*

9810  
9770

February 16th, 1944.

Mr. Ichise George NISHIMURA,  
Registration No. 04349,  
Mission Flat,  
Kamloops, B. C.

Dear Sir:-

A claim of \$34.65 has been lodged with the Custodian against you by the Heon Products of Western Canada Ltd. If you agree that this claim is correct, please authorize this office to pay same from the funds which you have at your credit here at this date. As you have only a credit of \$5.75 in your own name, we will require to have your wife sign the authorizing letter as your insurance credit of \$37.63 is in the name of both yourself and your wife.

As this is the only claim lodged against either of you, at this date, we would like to get an early reply from you in order that we can have your file cleared in this respect.

Yours truly,

A. McAlister,  
Claims Department.

AMCA:ND

File No 9810  
9770

George Wickham  
Co. Op. number  
Jamaica B.C.

Canada

Dept of the Secretary of State  
Office of the Custodian  
Japanese Evacuation Section  
Dear Sir

Feb 22/44

EVACUATION SECTION	
Rec'd	FEB 25 1944
File No.	9810 9770
Ans.	
Referred	

In reply to your letter  
my ap for home product of Western  
Canada had a cost about \$18.75 ap  
to April 1942 before leaving Stevenson  
B.C. lot 3465

I didn't thought my ap because  
some deposit has paid to home  
product when sent to the sign.  
Kindly check up the company and  
thought up my ap with \$18.75 and  
send my balance of insurance  
money.

I have a notice ap at Stevenson  
I sold my chickens for \$10.00  
on April 1942 when I leave Stevenson  
haven't collect yet. his name  
is also Johnstone he is the son of  
former chief of Police at Richmond  
municipality he live at Cleveland also his son  
kindly collect and send to me at some time  
your truly  
George Wickham

10-21-44  
10-21-44  
10-21-44

Clavin

**NEON PRODUCTS OF WESTERN CANADA LIMITED**CALGARY  
EDMONTONMANUFACTURERS OF  
**ELECTRIC ADVERTISING AND LIGHTING**  
POSTERS · OUTDOOR ADVERTISING · BULLETINS  
**VANCOUVER, B.C.**VANCOUVER  
VICTORIA

March 3, 1944.

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

EVACUATION SECTION	
Rec'd	MAR 4 1944
File No.	9810
Ans.	A.M.A.
Referred	Reduction

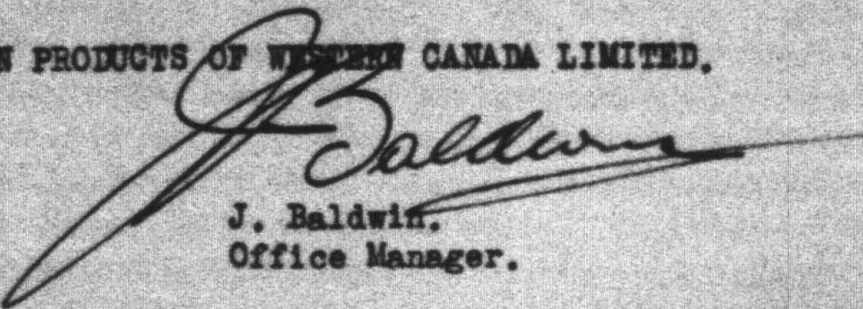
Dear Sirs:

Your file, 9810

In reply to your letter of February 29th, we wish to advise you that Mr. Nishimura has the wrong idea about his contract, however in order to dispose of the matter as quickly as possible we will accept \$18.75 in full settlement of our claim.

Yours very truly,

NEON PRODUCTS OF WESTERN CANADA LIMITED.



J. Baldwin.  
Office Manager.

AP.

8763  
4381  
4382

9810

March 9th, 1944.

Mr. Alex Johnstone,  
Steveston, B. C.

Dear Sir:

re: Ichizo George NISHIMURA

We have received a letter from the above named  
and we quote below an extract from same:-

"I have another a/c at Steveston. I sold my  
chickens for \$10.00 on April 1942 when I leave  
Steveston, haven't collected yet. His name is  
Alex Johnstone. He is the son of former Chief  
of Police at Richmond Municipality. He live at  
Steveston also his son. Kindly collect and sent  
to me at same time."

We would be glad to hear from you with your  
comments on this claim made by NISHIMURA. If his state-  
ment is correct, kindly forward a cheque for \$10.00 made  
payable to the "Custodian of Enemy Property".

Yours truly,

AMcA:ND

A. McAlister,  
Claims Department.

9810

March 9th, 1944.

Mr. Ichizo George NISHIMURA,  
Registration No. 04349,  
c/o Co-Operative Lumber Ass'n.,  
Kamloops, B. C.

Dear Sir:

Replying to your letter of the 22nd of February, 1944, dealing with a claim of \$34.65 lodged against you by the Neon Products of Western Canada Ltd.

We wrote to the Company telling them that your understanding was that you only owed them \$18.75, and they replied as follows:-

"In reply to your letter of February 29th we wish to advise you that Mr. Nishimura has the wrong idea about his contract, however in order to dispose of the matter as quickly as possible we will accept \$18.75 in full settlement of our claim."

In view of the above, we have sent them a cheque from your account for \$18.75.

Yours truly,

  
AMCA:ND

A. McAlister,  
Claims Department.



Department of the Secretary of State  
of Canada  
Ottawa, B.C.

Geo. I. NISHIMURA  
of Co-OPERATIVE  
LUMBER ASSN.  
KAMLOOPS, B.C.  
Thurs. May 25/44

Dear Sir

Thank you very much for  
settled my account here Product  
of Western Canada Ltd

My wife is badly need the necessary  
money kindly send the balance  
as soon as possible

I thank you

Yours truly  
Geo. I. Nishimura

Reg No 04349

Above mentioned  
pay't. made - see  
our letter of Mar.  
28/44

EVACUATION SECTION	
Rec'd	APR 1 1944
File No.	9810
Ans.	LA 4 - 3/4
Referred	Proclamation

Sent by  
Hibson

BRITISH COLUMBIA SECURITY COMMISSION

CUSTODIAN RELEASE FORM

Address: 40 CO-OPERATIVE LUMBER ASSN. NANAILOPS, B.C.

Date: MAY 15/44

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

I, GEORGE LEIZO NISHIMURA, Police Registration No. 64349

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

MR. TOM LESLIE OF STEVESTON, B.C.

in possession of GEORGE LEIZO NISHIMURA'S ARTICLES

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:

3 SEAKES CHESTERFIELD AND CUSHIONS AND  
(WITH BENCH DRESSING TABLE) (IS ONE PART OF BEDSET)  
X ONE RADIO CABINET MODEL STRONGBERG CARLSON  
AT MR T LESLIE'S SON ALSO OF STEVESTON  
HIS NAME STANLEY LESLIE

Original Address: 40 CO-OPERATIVE LUMBER ASSN. NANAILOPS, B.C.

Date Evacuated to Present Address: MAY 30/42

Total number in Family: 3

CHARGES:

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

Deposit received: 35.00

Approved: BRITISH COLUMBIA SECURITY COMMISSION

Per: \_\_\_\_\_

*Handwritten signature*

5/16/44

Geo. Nishimura  
(Claimant Signs Here)



## BRITISH COLUMBIA SECURITY COMMISSION

360 Homer Street,  
VANCOUVER, B.C.,  
May 16th, 1944.

Mr. Geo. Ichizo NISHIMURA,  
Reg. No. 04349,  
c/o Co-Operative Lumber Ass'n,  
KAMLOOPS, B.C.

EVACUATION SECTION	
Rec'd	MAY 17 1944
File No.	9810
Ans.	
Referred	<i>Leslie</i>

Dear Sir:

Your Custodian Release of May 15th for a Chesterfield Suite, Dressing Table, Radio, etc., in the possession of Tom Leslie at Steveston, has been forwarded to the Custodian, who will, it is understood, give Mr. Leslie permission to make the shipment. It must be understood that all the charges are to be paid by you. I think you will find it necessary to have these charges prepaid, although very likely Mr. Leslie could arrange to pay the Richmond Transfer to bring the goods in to the White Transfer Co. at 184 East 1st, who could bring the goods to Kamloops uncrated and collect from you there. I feel sure the White Transfer would be willing to do this. This would save you considerable money in crating charges.

I am returning herewith the cheque for \$35.00 which you sent made out to the B.C. Security Commission.

Yours very truly,

CWF:FF

c.c. Gen. Files

Custodian of Alien Property ✓

BRITISH COLUMBIA SECURITY COMMISSION

*C.W. Fisher*  
C.W. Fisher  
Transportation

Two copies of Release attached so you can instruct Mr. Leslie as you see fit. This has reference to conversation Mr. Eastwood had with you today.

9810

Mr. Tom Leslie,  
Steveston, B.C.

May 17, 1944.

Re: NISHIMURA, Ichiso (George)

Dear Sir:

Enclosed is a copy of letter which was written to the above by the British Columbia Security Commission, a copy ~~of~~ which they sent to us.

We also enclose a Custodian release mentioned in the foot note of above mentioned letter.

The Custodian has no objection to shipment being made of the goods requested but you will have to make your own arrangements <sup>with</sup> of the above about the charges for shipping cartage and crating.

Yours truly,

F.B. Mackenzie

HEW:OM

encl.

c.c. B.C.S.C. ✓