

11544

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO.

3951

Langley

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: MORITO MORISHITA

HOME ADDRESS: R.R. # 2 MELONA B.C. 1023

REGISTRATION NUMBER 12893 SEX: Male AGE: 27

OCCUPATION: Farmer.

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

EMPLOYER: In Partnership

MARRIED? No SINGLE.

NAME OF WIFE OR HUSBAND: none

ADDRESS OF WIFE OR HUSBAND: none

NAMES OF ANY LIVING CHILDREN: none

ADDRESS OF CHILDREN: none

AGE OF CHILDREN: none

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

1. LOCATION AND DESCRIPTION: LOTS (10) Ten and (15) Fifteen of part of the N.E. quarter of Section 26, Township ten (10) Map 2075 in the district of New Westminster, Langley Municipality.

2. BUILDINGS AND OTHER IMPROVEMENTS: Living House, chicken houses, Barn, Garage, Packing house, Woodshed, Colony house.

3. INSURANCE (Give particulars; state where policies are) one thousand dollars (\$1000) on dwelling house.

4. TAXES (Amount and where payable) \$ 20.50 Langley.

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

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

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: **GONGHIAN, S.C.**

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: **NONE**

9. IF FARM LAND STATE CROPS SOWN: **Strawberries - 1/2 acre, Black Currants 1/2 A.**

Red Currants - 1/2 acre, Asparagus 2 acres, Vegetable - 1 acre, Orchard - 1/2 acre,

Gooseberries - 1/2 acre, Chicken Feed - 4 acres.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

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:

Dwelling: Electric water pump, 4 Beds, 1 sewing machine, Gramophone, 2 Kitchen

Stoves, Heater, dishes, furniture.

Chicken House: Electric Brooder, Coal Brooder, Hot house glass, water pipe and

tanks, feeder, egg cases, tools, Gas lantern, chicken wire net, bicycle, sprayer.

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...

One thousand dollars on dwelling.

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: _____

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) _____

8. BANK ACCOUNTS: _____

9. LIFE INSURANCE: _____

10. INTEREST IN ANY ESTATES OR TRUSTS. _____

11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: _____

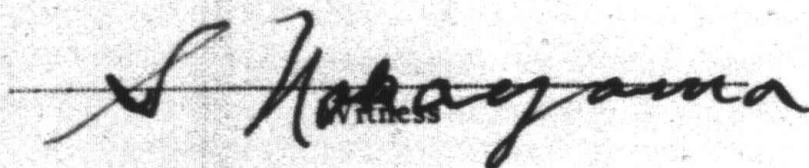
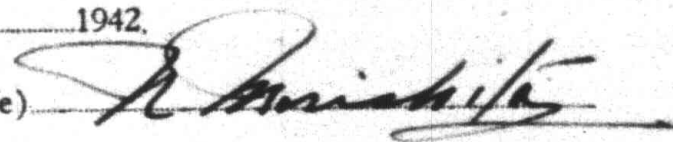
2. TRADE DEBTS: _____

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 _____ day of _____ 1942.

(Signature)



FOR DEPARTMENTAL USE _____

11544

INFORMATION FROM R.C.M.P.

Date July 12/43

Our File No. 11544

Full Name MORISHITA Norita
(Surname in Block Letters)

Registration No. 12893

Male - Female
(check)

Age July 11, 1911

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

Date Evacuated 14/9/42 Naturalized - Canadian-Born - National
(check)

Present Address 40 S. Nakayama Oxnard B.C.
Box 1243, Kelowna, B.C.

Divorced
Married - Single
(check)

Name of Wife Tsuneko (Japan)

Name of Husband -

Name of Mother MORISHITA

Name of Father Nikizo #12826

Names of Children under 16 Saku #12853

Requested by C. Girard

Registered with Custodian Yes
(Yes or No)

Additional Information Farmer Owner of
house & 20 acres 38/700.

Farm Appraisal Report

File No. JL-373

Land Description Lots 10, 15 of T.E. 4, Sec. 26, Tp. 10, Map 2075.

Containing 18.94 Acres

Owner's Name H. MORISHTA

Post Office Address R.R. 1, Coghlan.

Nearest Rail Point Coghlan

Distance 3 miles

Market Town Abbotsford

Distance 10 "

Church (give denomination) All denominations, reasonable distance.

Distance

Nearest School Otter

Distance 1 1/2 "

State how property was identified: Map, roads, fences, owner and tenant.

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

On good main road.

Is this district a good one? Fair.

Employment opportunity Small. Some berry picking; hop picking in Fall. Sumas, 15 miles away.

Predominating Nationality and religion: British. Protestant. A lot of Continentals getting in.

Describe Fencing and its condition: 3 sides well fenced with barbed wire Value \$

Water supply: Well. Also good spring at back of clearing. Value \$
Pressure pump in operation. (Electric) cost value 150.00 to install

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT ave	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE 1 1/2 st.	26 x 28 x 13	Frame	10'	Shgl.	5	Wood	Good	900.00
Lean-to	10 x 26 x 12	"	9'	"	5	"	"	
Old house	14 x 22 x 13	"	10'	Shke	V. old	"	Poor	50.00
BARN Attached	14 x 58 x 7	Old Frame	6'	"	"	"	"	
Hen house	20 x 20 x 10	Frame	7'	Shgl.	6	"	Good	100.00
BARN "	20 x 25 x 10	"	7'	"	3-5	"	"	1100.00
" "	20 x 62 x 9	"	7'	"	10	"	Only Fair	200.00
BARNY Leanto	10 x 20 x 8	"	6'	"	10	"	"	
Garage	12 x 20 x 11	"	8'	Shke	10	"	"	40.00
Leanto	8 x 20 x 7	"	6'	"	10	"	Poor	
Old shed	12 x 16 x 10	"	8'	"	10	"	Bad	(nil) -
6 Colony Hses.	10 x 16 x 8	"	6'	"	2	Wire floor	Good	90.00

Lights

Total present day value \$ 2480.00

Total Value Buildings add to farm

\$ 1935.00

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

habitable? However post foundation and wooden cedar wall needs repairs.

\$ 75.00

Describe the basement and chimneys: 8' basement, full size; posts getting rotten, wall caving in one spot. 2 brick chimneys-1 to ground, one on bracket.
No. rooms downstairs? 6 Upstairs? Un- How finished T. & G. lumber.
finished

Are buildings painted? No.

Condition of paint

Distance from nearest bush None near.

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

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
6.37 Undulating 6.37 ac.	12"lt. clay loam	Lt. clay to Sandy	Mostly weeds. Excellent growth.	75.00	477.75
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
1.00 Part cleared	As above	Sandy	Stumps, some brush.	60.	35.00
6.57 Bush 6.57 ac	Sdy. lm.	"	Stumps, Bush.	125. up	20.00
5.00 Bush 5.00 ac	Gravelly	" & Grav.	" "	125. up	10.00
					35.00
					131.40
					50.00
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

Total value of Land \$ 694.15

Total added by buildings to value of farm \$ 1935.00

Total fruit trees add to value of farm (for use in orchard districts only) \$ 25.00

Total value of farm \$ 2654.15

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

Continuously occupied. Not tilled this year. Land has had good stock of poultry and is in excellent condition as to fertility.

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

Poultry and small mixed.

Noxious weeds:

Canada thistle, some couch. A great deal of weeds throughout-mostly June & other wild grasses.

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

Langley - \$30.50

Date: June 24, 1942.

Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 17 day of June 19 42.

Inspector's Signature

"R.L. RAISAY"

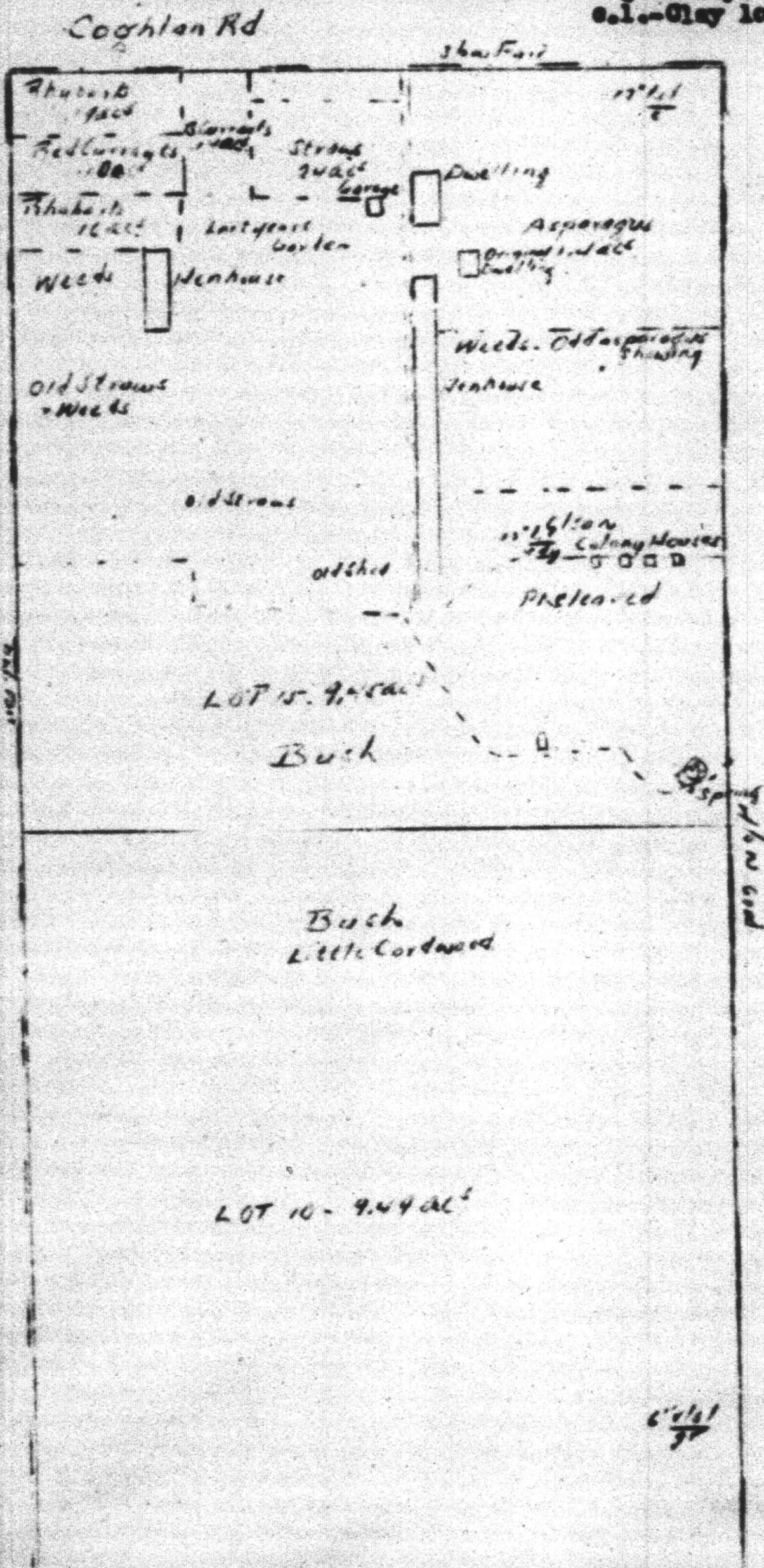
Note: (Use Form 43 (Sheet 2) in connection with this form.)

lots 10 & 15, N 4, Sec 25, Tp. 10.

B. D. HENNA.

Diagram of Property

3 chains - 1 inch
Very light sandy loam
on gravelly.
c.l. - Clay loam



FTokeda

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

value is \$ 2200.00

Date 27th June 19 42.

"I. T. BARNET"
District Superintendent.

J.L. No.

Canada

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

C O P Y

JAPANESE EVACUATION SECTION

File No. 11544
Reg. No. 12893

506 Royal Bank Building,
Vancouver, B. C.

Norita MORISHITA

Dear Sir:

Re: R. R. No. 1 Coghlan, B. C. Lots 10 & 15 pt. of NE¹/₄, Section
26, Tp. 10

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	\$ 2,606.00
Add:	
Unexpired insurance premium as at January 1st, 1943	11.09
	<hr/>
	2,617.09
Less:	
Tax arrears to December 31st, 1942	\$
Registration fee	3.00
Encumbrance—Principal	
—Interest	3.00
	<hr/>
Net proceeds of sale	<u>2,614.09</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.

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: Langley B.C. (Coghlan) Date: August 5/43.
NAME: MORISHITA , Morita REGISTRATION NO. # 12893
ADDRESS: 1023 Coghlan Rd. Langley B.C.
PROPERTY: Mixed fa rm.
ACREAGE:

KIND OF CROPS:

APPROXIMATE ACREAGE OF EACH:

HOUSE: 1½ Story VACANT: OCCUPIED: Yes.
DESCRIPTION: Wood bungalow with basement ROOF: ~~Asph/Flt~~ Shingle.
SIZE: 48' x 24' NO. OF ROOMS: 7.
CONDITION: Good.

OTHER BUILDINGS: 5 Colony houses (10x14) Shed (12x18) Garage (12x 20)
Chicken house (20x60) Store shed (20x 26')
" " (20x250) Brooder house (20x 20)

NAME OF LESSEE OR RENTOR: Now check

TERMS:

WATER: Well ON: Yes. OFF:
LIGHT: Electric. ON: Yes. OFF:

REMARKS: House is very good but in need of paint. Outside buildings are good.

INVENTORY OF CHATTELS LEFT ON PROPERTY:

SEE ATTACHED LIST

Signed: _____

M. Anderson

File No. 11544

January 9, 1948.

REAL PROPERTY MEMORANDUM

Re: (Mr.) Norito MORISHITA
Registration No. 12893

This is a Veterans' Land Act transaction.

One Real Property only included, being:

Lots 10 and 15 of part of the North East
quarter of Section 26, Township 10, Map
2075, Municipality of Langley in the
District of New Westminster.

Valuation of Soldier Settlement Board herewith.

Rental Arrangement set out in Real Property Summary attached hereto.

Sold for \$2,606.00, less Registration Fees, \$3.00, and Legal Fees, \$15.00.

Assessment for 1943:

	<u>Land</u>	<u>Improvements</u>
Lot 10)		
Lot 15)	<u>\$1,500.00</u>	<u>\$560.00</u>

11544

April 1st, 1949.

Mr. Norita MORISHITA,
Reg. No. 12893,
R. R. No. 1,
Oyama, B. C.

Dear Sir:

Personal goods now in Custodian storage include 1 box of photos listed in the name of N. Morishita.

If these items belong to you and you wish to receive them, please inform the Custodian on or before the 15th day of May, 1949, giving your full name and address for shipment.

Failing to hear from you by the above date, the Custodian will assume that you have no interest in these goods and will dispose of them at his discretion.

In addition to the goods listed as belonging to yourself and others, there are various unidentified shrines, photographs and other articles, which will be abandoned as of no value unless evidence of ownership is submitted to the Custodian on or before the 30th day of June 1949.

We enclose a stamped, addressed envelope for your reply.

Yours truly,

W. J. Johnston,
Office of the Custodian.

WJJ/ER
Enc. 1

11544

29th March, 1946.

The Manager,
Bank of Montreal,
Vernon, B.C.

Dear Sir:

Re: Norita MORISHITA - Registration No. 12893

At the request of the above Japanese, we enclose
herewith Custodian cheque in the amount of \$2500.00 to be held
for his credit at your bank.

This Japanese resides at Oyama, B.C., and he is 30
years of age.

We would be obliged if you would notify him of receipt
of these funds.

Yours truly,

W.E. Anderson,
Administration Department.

WLA:HA
Encl.

February 5th/46

EVALUATION SECTION	
NO. 1	FEB 6 1946
State 91544	
Refused <i>Under</i>	

Department of the Secretary of State
Office of the Custodian

Dear Sir,

I've received the letter, the statements showing the sale price and adjustments.

Will you please send me the money of my property because we are badly in need of it and working in this orchard doesn't help my family. We are wanting to buy a car because we are far from doctor and hospital everything we want the doctor the doctor has to come in all the way from Vernon so we have to call taxi and go in. We have to pay doctors bills etc. ^(I paid in hospital from the 29.10.45) And since my parents signed to go back to Japan and being old he can't work, haven't any money they will starve. Since I am his only son I want to let them have the money for we can't support them after they have gone to Japan.

I said I am remaining in Canada but we might have to move somewhere again we want the money for this reason. So will you please send us the money right away. (All of them)

I'm now waiting for the full amount
of money. Please send it right away.
Thank you very much.

Yours truly
Reg. No. 12893
Bill No 11544
Mozito Morishita
% L. R. Perkins
Ayarna
B.C.

Claim - Home Oil Co 800

Which have money to be sent



SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. R0-2910

PLEASE QUOTE DO-3186
BC/338P

11544

518 Rogers Building,
Vancouver, B.C.,
February 21, 1946.

EVACUATION SECTION

Rec'd. FEB 22, 1946

File No.

Ans.

Referred to NE

Custodian of Enemy Property,
Royal Bank Building,
Vancouver, B.C.

Dear Sir: Re: Lots 10 and 15 of pt
of Sec. 26, Twp. 10, Map 2075

When we took over this property from you it was under lease to a Chinese, Mow Sheck. We are now selling to a returned veteran, and the Chinese contends that he owns an electric pump on the property.

Will you tell us please what your records show. Our appraisal of June 24th, 1942 indicates that there was a pressure pump in operation, but there was also an entry in the file to the effect that one Mr. James acting as an interpreter for the Chinese states that \$125.00 was paid by the Chinese for that equipment.

Do you know whether that is correct?

Yours truly,

I.T. Barnet,
District Superintendent.

Per:

GTM/R

(LANGLEY)

see page 62

Langley

*3951
11544*

OFFER TO LEASE JAPANESE PROPERTY.

File No. JL-373

Place Vancouver, B.C.

Custodian of Enemy Property,
Vancouver, B.C.

Date Oct. 19th, 1942.

Re: Norito MORISHTA Property.

Lots 10,15 of NE $\frac{1}{4}$, Sec.26, Tp.10, Map 2075.

I hereby offer to lease the above described property
on the following basis:

Term: From January 1st 1943 to December 31st 1943.

Cash Rental: \$ 180.00 per year to be paid as follows:
on July 15th, 1943.

Lease to include all land and buildings, - except:

Other special conditions (if any): Tenant to be given time to harvest
the crop or be re-imbursed for same in the event of a sale.

The following taxes will be payable by me: NIL

Land & School Taxes:	Irrigation Taxes:
Dyking or Drainage Taxes:	" Tolls:
Domestic Water Rates:	

(strike out those that do not apply)

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.

I recommend that Lease on the
above terms be approved.

[Signature]
Field Supervisor,
Soldier Settlement of Canada.

M. W. SHEKIC

Full Name:

Address:

M. W. Shekic

R. R. #1

Coghlam, B.C.

*R.R.1. Coghlam
Coghlam, B.C.*

95

11544

ARTHUR L. KENT
BARRISTER, SOLICITOR
NOTARY PUBLIC

TELEPHONES:
Office, Langley 244
Residence, Langley 246

Richardson

LANGLEY PRAIRIE, B.C.

The Custodian of Japanese Estates
Royal Bank Building
Vancouver B.C.

OFFICE OF THE CUSTODIAN
JAPANESE ESTATES
RECEIVED
OCT 7 1947

Dear Sir,

Morishita and Johnson

Much to my surprise Morishita, who, I thought had long since left this neighbourhood, called to see me yesterday.

As you know a short time ago there arose some difficulty with Mrs. Johnson the wife of the person who had rented Morishita's farm.

The Johnsons abandoned the farm and as I understand handed the keys back to Morishita. As I informed this Morishita is not the registered owner of the farm. The owner is Norita Morishita who is at Kelowna. The Morishita who is here is, I believe, the father of the owner.

It now appears that the Johnsons wish to return to the farm.

I do not think their return would be in the best interests of anyone concerned.

Morishita appears to have a new tenant who is prepared to pay \$180.00 for the use of the place. I, personally, do not know the particular place; but I believe there are only about 2 acres cleared, and I do not think the house and buildings amount to a great deal.

Would you let me know what you think is the best to be done?

Yours truly,

I understand that the person to whom Morishita wishes to lease the farm is a Chinaman. I also understand that he - Morishita - is not the only Japanese still residing out in his district.

TELEPHONE:
PACIFIC 6439
PACIFIC 6431

OFFICE OF THE CUSTODIAN
JAPANESE PROPERTY
RECEIVED
SEP 26 1942

Japanese Canadian Citizens' Council

215 E. CORDOVA STREET
VANCOUVER, B. C.

September 25, 1942.

Mr. R. P. Alexander,
Custodian of Japanese Property,
Royal Bank Building,
Vancouver, B. C.

Dear Mr. Alexander:

3957 We are forwarding to you three copies of J. P. forms filled in by
Mr. Nikizo Morishita and signed by his son, Norito Morishita.

11544 We are also enclosing a "Power of Attorney" form made out to Mr.
Nikizo Morishita by his son Norito in Kelowna.

Also enclosed is the insurance policy for one thousand dollars on
the dwelling.

There is also a prospective tenant for Mr. Morishita's property--
a Chinese named "Hip", I think. They have agreed on a price around
one hundred eighty dollars (\$180.00) per year.

Mr. Morishita has advised the Chinese to consult the Custodian in
Vancouver regarding the lease.

Thanking you for your kind co-operation, we are

Yours very truly,

Japanese Canadian Citizens' Council

Encls.
TS/FH

T. Suzuki
Per T. Suzuki

Know all Men by these Presents

That **I, MORITO MORISHITA**, of the City of Kelowna in the Province of British Columbia, Farmer

for divers good causes and considerations, thereunto moving,
HAVE nominated, constituted and appointed, and by these Presents **DO NOMINATE, CONSTITUTE**
and **APPOINT** **NIKIZO MORISHITA** of the Town of Coughlan in the Province
aforsaid

MY true and lawful Attorney, for me and in my name and on my behalf and for my sole and exclusive use and benefit, to demand, recover and receive from all and every or any person or persons whomsoever all and every sum or sums of money, goods, chattels, effects and things whatsoever which now is or are, or which shall or may hereafter appear to be due, owing, payable or belonging to me whether for rent or arrears of rent or otherwise in respect of my real estate, or for the principal money and interest now or hereafter to become payable to me upon or in respect of any Agreement, Mortgage or other Security, or for the interest or dividends to accrue or become payable to me for or in respect of any shares, stock or interest which I may now or hereafter hold in any Joint Stock or Incorporated Company or Companies or for any moneys or securities for money which are now or hereafter may be due or owing or belonging to me upon any Bond, Note, Bill or Bills of Exchange, balance of Account Current, consignment, contract, decree, judgment, order or execution, or upon any other account.

ALSO to examine, state, settle, liquidate and adjust all or any account or accounts depending between myself and any person or persons whomsoever. **AND** to purchase, sell, sign, draw, make, endorse, accept, discount, transfer, renew, negotiate and in every way deal with any Cheque or Cheques or orders for the payment of money, Bill or Bills of Exchange, or Note or Notes of Hand, promissory notes, deposit receipts, bonds, debentures, coupons, agreements of sale, or other security which shall be requisite. **AND** also in my name to draw upon any Bank or Banks, Individual or Individuals, for any sum or sums of money that is or are or may be to my credit or which I am or may be entitled to receive, and the same to deposit in any Bank or other place, and again at pleasure to draw from time to time as I could do. **AND** upon the recovery or receipt of all and every or any sum or sums of money, goods, chattels, effects or things due, owing, payable or belonging to me for me and in my name and as my act and deed to sign, execute and deliver such good and sufficient receipts, releases and acquittances, certificates, re-conveyances, surrenders, assignments, memorials, or other good and effectual discharges as may be requisite.

AND in case of neglect, refusal or delay or on the part of any person or persons to make and render just, true and full account, payment, delivery and satisfaction in the premises, him, them or any of them thereunto to compel, and for that purpose for me and in my name to make such claims and demands, arrests, seizures, levies, attachments, distrains and sequestrations, or to commence, institute, sue and prosecute to judgment and execution such actions, ejectments, and suits at law or in equity as my said Attorney or Attorneys shall think fit. ALSO to appear before all or any Judges, Magistrates or other Officers of the Courts of Law or Equity, and then and there to sue, plead, answer, defend and reply in all matters and causes concerning the premises.

AND ALSO to exercise and execute all Powers of Sale or Foreclosure, and all other powers and authorities vested in me by any mortgage or mortgages now or hereafter belonging to me as Mort-
gages.

AND ALSO in case of any difference or dispute with any person or persons concerning any of the matters aforesaid, or any other matters that may arise in connection therewith, to submit any such differences and disputes to arbitration or umpirage in such manner as my said Attorney or Attor-
neys shall see fit. AND to compound, compromise and accept part in satisfaction for the payment of the whole of any debt or sum of money payable to me, or to grant an extension of time for the payment of the same either with or without taking security, and otherwise to act in respect of the same as to my said Attorney or Attorneys shall appear most expedient.

To purchase, rent, sell, exchange, mortgage, lease, surrender, and in every way deal with real estate, lands and premises and any interest therein now owned by me or hereafter acquired by me, and execute and deliver deeds, mortgages, agreements, leases, assignments, surrenders, and all other instruments.

AND ALSO for me and in my name, or otherwise on my behalf, to take possession of and to lease, let, sell, manage and improve my real estate, lands, messuages, tenements, and hereditaments whatso-
ever, and wheresoever situated, now owned by me or hereafter acquired by or for me and from time to time to appoint any agent or agents, servant or servants, to assist him or them in managing the same, and to displace or remove such agents or servants, and appoint others, using therein the same power and discretion as I might do if personally present.

AND ALSO as and when my said Attorney or Attorneys shall think fit, to sell and absolutely dispose of said real estate, lands and hereditaments, now owned by me or hereafter acquired by or for me, and also such shares, stocks, bonds, mortgages, and other securities for money as hereinbefore mentioned, either together or in parcels, for such price or prices, and by public auction or private sale or contract as to my said Attorney or Attorneys shall seem reasonable and expedient; AND to grant, remise, release, convey, confirm, assign, transfer, and make over the same respectively to the purchaser or purchasers thereof; with power to give credit for the whole or any part of the purchase money thereof; AND to permit the same to remain unpaid for whatever time and upon whatever security, real and personal, either compre-
hending the purchased property or not, as my said Attorney or Attorneys shall think safe and proper.

AND ALSO as and when my said Attorney or Attorneys shall think expedient, to borrow such sums of money for or in relation to any of the purposes or objects herein, upon the security of any of my property, whether real or personal, and for such purposes to give and execute and acknowledge mortgage or mort-
gages, containing the usual statutory covenants and powers of sale on default, with such other powers and provisions as he may think proper, as also such notes, bonds or other securities as it may be necessary and proper to use therewith, and collateral thereto.

AND FURTHER, for me and in my name and as my act and deed to sign, seal, execute, deliver, and acknowledge all such assurances, deeds, covenants, indentures, agreements, assignments, mortgages, releases, and satisfactions of mortgage and other instruments in writing, of whatsoever kind and nature, and generally to deal in and with goods, wares and merchandise, choses in action, and other property in possession or action, and to make, do, and transact all and every kind of business of what nature or kind soever as shall be required, and as my said Attorney or Attorneys shall see fit, for all or any of the purposes aforesaid; AND to sign and give receipts and discharges for all or any of the sum or sums of money which shall come into his or their hands by virtue of the powers herein contained, which receipts, releases, or discharges, whether given in my name or in that of my said Attorney or Attorneys, shall exempt the person or persons paying such sum or sums of money from all responsibility of seeing to the application thereof.

AND ALSO for me and in my name, or otherwise, or on my behalf, to enter into any agreement or arrangements with every or any person to whom I am or shall be indebted touching the payment or satisfaction of his demand, or any part thereof; AND generally to act in relation to my estate and effects, real and personal, now or hereafter acquired, as fully and effectually, in all respects, as I could do if personally present.

AND HEREBY GRANT FULL POWER to my said Attorney or Attorneys to substitute and appoint one or more Attorney or Attorneys under him or them, with the same or more limited powers, and such substitute or substitutes at pleasure to remove and others to appoint, I hereby agreeing and covenanting for my heirs, executors, and administrators, to allow, ratify, and confirm whatsoever my said Attorney or Attorneys or his or their substitute or substitutes shall do or cause to be done in the premises by virtue of these Presents, including in such confirmation whatsoever shall be done between the time of my decease or of the revocation of these Presents, and the time of such decease or revocation becoming known to said Attorney, or such substitute or substitutes.

AS WITNESS my hand and seal this eleventh day of August
in the year of our Lord one thousand nine hundred and ~~twenty~~ forty-two

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature of Witness

Occupation

Address

CANADA,
PROVINCE OF BRITISH COLUMBIA,
TO WIT:

I, NIKIZO MORISHITA of Couglan, in the
Province of British Columbia, do solemnly declare that:—

1. I am the Attorney appointed by the foregoing Power of Attorney.
2. At the time of such appointment, namely, on the* day of 192 , I was of the full age of twenty-one years.

DECLARED before me at
in the Province of British Columbia, this
day of 192

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

*Fill in date of Power of Attorney here)

FOR MAKER (INCLUDING MARRIED WOMAN)

I, the undersigned, being duly sworn, depose that, on the 11th day of August, 1942, at Victoria, in the Province of British Columbia, (whose identity has been proved by the evidence on oath of the undersigned), who is personally known to me, appeared the person mentioned in the annexed instrument as subscribed thereto as part of, that I know the contents thereof, and that I executed the same voluntarily, and in of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Victoria, in the Province of British Columbia, this 11th day of August, 1942, in the year of our Lord, one thousand nine hundred and forty-two.

[Signature]

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.

Power of Attorney

The Clarke & Stuart Co., Ltd., Law Printers and Stationers
Vancouver, B. C.

**E.C. WEDDELL,
Barrister &c.,
Kelowna, B.C.**

NORITO MORISHITA

NIKIZO MORISHITA

—TO—

Dated 11th August 1942

AFFIDAVIT OF 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
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
1942.

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

JAPANESE CANADIAN CITIZEN'S COUNCIL

215 E. Cordova Street

Vancouver, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 31 1942

July 31, 1942

#11544

Mr. Arthur L. Kent,
Barrister, Solicitor,
Notary Public,
Langley Prairie, B.C.

Dear Sir:

We understand that you are acting on behalf of Mr. Morishita of R.R. No. 1, Coughlan, B.C. re-lease of his land to Mr. Ted Johnson of Langley Prairie, B.C.

Because Mr. Morishita is unable to understand English to the extent whereby he can make himself understood, he has asked us to explain his stand.

There seems to be quite a bit of misunderstanding between Mrs. Johnson and Mr. Morishita due to language difficulty.

When Mrs. Johnson told him that she was going to send for rent the money to the custodian instead of to Mr. Morishita, Mr. Morishita thought that the fruits of his years of toil was to be taken away from him. Therefore it seems he lost control of himself temporarily and tried to tell Mrs. Johnson that if the Custodian was going to take away his property that it would be better if he set fire to the house and burnt it down and go to jail.

It was not meant as a threat against Mrs. Johnson at all.

Judging from the letter to Mr. Morishita from Mrs. Johnson, I presume that Mrs. Johnson herself has not a very good understanding of the English language.

Mr. Morishita did not lease the land to Mr. Johnson because he knew him well, but on the recommendation of a "Mr. Horseman" (I think) who is a very good friend and neighbour of his.

After the incident when Mrs. Johnson left without notice in the middle of the night and gave the keys to the house of Mr. Horseman, Mr. Horseman felt very badly about it because it was on his recommendation that Mr. Morishita rented the land to Mr. Johnson. Mr. Horseman himself claims he does not know Mrs. Johnson very well.

Mr. Morishita, now that Mrs. Johnson has left, wishes to have your co-operation and assistance in re-leasing the land to a Chinese tenant.

Hoping that this letter will in some way explain the misunderstanding between Mrs. Johnson and Mr. Morishita, I remain,

Yours truly,

"Tatsuro Suzuki"

Tatsuro Suzuki.
(for Morishita)

REAL PROPERTY SUMMARY

JAPANESE NAME: Norito MORISHITA Reg. No. 12893 File No. 11544.

CATALOGUE NO: Sold by Special Arrangement, The Director, The Veterans' Land Act.
BC/338-P. First Offer.

PROPERTY ADDRESS: 1023 Coghlan Road, Langley, B. C.

LEGAL DESCRIPTION: Lots 10 and 15 of part of the North East $\frac{1}{4}$ of Section 26, Township 10,
Map 2075, Municipality of Langley, D. N. W.

TITLE: Registered in the name of Norito MORISHITA.

ENCUMBRANCES: None registered. No indication of any unregistered charges.
Vesting Order No. 24881, dated November 3rd, 1942.

ASSESSED VALUE: Land - \$ 560.00
Improvements - \$1500.00 - \$2060.00. Taxes - \$30.50.

CLASSIFICATION: Small Fruit, Vegetable and Chicken Farm with Dwelling and out-buildings
having an area of 19 acres.
Owner reports as follows on his JP Form:-
The property was planted to the following crops: $\frac{1}{2}$ acre strawberries,
 $\frac{1}{2}$ acre black currants, $\frac{1}{4}$ acre red currants, $\frac{1}{4}$ acre gooseberries,
 $\frac{1}{2}$ acre rhubarb, 2 acres asparagus, 1 acre vegetables, 4 acres chicken
feed.
The Custodian's representative reported on August 5th, 1943, the
following buildings were on the property: 1 - $1\frac{1}{2}$ storey 7 room dwelling
1 garage, 2 chicken houses, 5 colony houses, 1 shed, 1 brooder house.
Buildings while in need of paint are in good condition.

HISTORY OF
ADMINISTRATION: This property was leased by Norito MORISHITA, on June 1st, 1942, to
Theodore Johnson for the term of 7 months from June 1st, 1942, until
31st December, 1942, with option to extend lease from year to year.
Consideration \$18.00 monthly in advance on 1st of each month commencing
June 1st, 1942. On extension of lease, rental to be \$12.50 monthly.
Dwelling and chicken houses included. After paying 2 month's rent the
Lessee vacated the premises on July 19th, 1942, after a dispute with
Nikizo MORISHITA, File No. 3951, father of Norito MORISHITA. See copy
of letter written by Japanese Canadian Citizen's Council to Arthur L.
Kent, Solicitor, of Langley Prairie, B. C., on File 11544 - copy
attached to this summary.

On December 10th, 1942, the Custodian leased this property to Mow
Sheck for the term of 1 year from 2nd January, 1943 to 31st December,
1943. Consideration being \$180.00 payable 15th July, 1943 - paid.

Lease handed to The Director, The Veterans' Land Act, 24th July, 1943.

1943.

Page 2.

File No. 11544.

SOLD:

To The Director, The Veterans' Land Act for \$2,606.00 as at 1st January 1943.

Approval of Advisory Committee - 1st June, 1943.

In view of the rent for 1943 being collected by the Custodian, a cheque for \$180.00 covering same was paid to The Director, The Veterans' Land Act, 17th November, 1943.

Funds released to the credit of Norito MORISHITA as at March 16th, 1944 against which were charged - Registration Fees - \$3.00, Legal Fees - \$15.00, leaving a net credit of \$2,588.00 from said transaction.

Adjustments to the amount of \$11.09 covering unexpired Fire Insurance Premiums were placed to Norito MORISHITA'S credit.

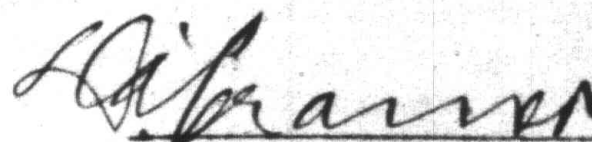
The following Fire Insurance Policy -

Atlas Assurance Co. Ltd., Policy No. M247508 - \$700.00, covering 1½ storey dwelling, was transferred to The Director, The Veterans' Land Act.

Certificate of Title No. 166964-E in the name of The Director, The Veterans' Land Act.

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

February 8th, 1946.



D. A. CRAMER.

DAC:JS

JAPANESE CANADIAN CITIZEN'S COUNCIL

215 E. Cordova Street

Vancouver, B. C.

July 31, 1942

C
O
P
Y

Mr. Arthur L. Kent,
Barrister, Solicitor,
Notary Public,
Langley Prairie, B.C.

Dear Sir:

We understand that you are acting on behalf of Mr. Morishita of R.R. No. 1, Coughlan, B.C. re - lease of his land to Mr. Ted Johnson of Langley Prairie, B.C.

Because Mr. Morishita is unable to understand English to the extent whereby he can make himself understood, he has asked us to explain his stand.

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Judging from the letter to Mr. Morishita from Mrs. Johnson, I presume that Mrs. Johnson herself has not a very good understanding of the English language.

Mr. Morishita did not lease the land to Mr. Johnson because he knew him well, but on the recommendation of a "Mr. Horseman" (I think) who is a very good friend and neighbour of his.

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Mr. Morishita, now that Mrs. Johnson has left, wishes to have your co-operation and assistance in re-leasing the land to a Chinese tenant.

Hoping that this letter will in some way explain the misunderstanding between Mrs. Johnson and Mr. Morishita, I remain,

Yours truly,

"Tatsuro Suguki"

Tatsuro Suzuki.
(for Morishita).

NAME MORISHITA, NoritaREGISTRATION NO. 12893FILE NO. 11544

The following chattels were sold by public
 auction at Langley, B. C. on November 25, 1943

2 Pictures	\$ 0.25
Miscellaneous	0.25
Wooden tub	0.50
Gaskets	0.25
3 Platters	0.25
Platters	0.25
Tray & miscellaneous	0.50
Twine	0.50
Basket	1.50
Level	0.25
Stools	0.25
Free	1.50
Bottle capper	0.50
Rope	0.50
Gum boots	1.00
Miscellaneous	0.50
Twine	0.25
Jardiniers	0.25
Tray	0.50
Tire chains	2.00
Basket	0.75
Miscellaneous	0.25
Cabbage cutter	0.50
Crow Bar	0.25
Peavy	1.50
Mattock & hoe	0.25
Stool & jug	0.25
Polisher	0.50
Total:	<u>16.00</u>

Carried Forward

~~Less expenses:~~~~Net proceeds credited:~~~~Number of Custodian Staff Present:~~~~Exempted from Auctioneering List No.~~~~Remarks:~~

NAME MORISHITA, MoritaREGISTRATION NO. 12893FILE NO. 11544

The following chattels were sold by public
 auction at Langley, B. C. on November 25, 1943

	Brought Forward	
Tools & miscellaneous		\$ 16.00
Miscellaneous		0.50
Peavy		0.25
Maul		1.50
Sealers		0.25
Tub		0.50
Miscellaneous		1.25
2 Pails		0.25
2 Wooden tubs		0.25
Nail kegs		0.50
Peavy		0.50
Shapes		1.50
3 Hoes		0.75
4 Dutch hoes		2.00
Grubbers		1.00
Axel & Wedges		1.00
Barrel		0.50
Pail & block		2.00
Light bulbs		0.25
Tin		1.10
Well pulley & pail		0.10
Miscellaneous		1.25
Forks		0.75
Cultivator		0.25
Cross cut saw		4.75
2 Brooders		3.25
Cultivator		5.00
Total:		64.50 <i>Suspense</i>
Less Expenses: (Auctioneer's Fee: \$5.20 4.75		\$ 59.30 47.50
(Advertising: 0.37 0.33		\$ 11.99 10.95
(Movings: 6.42 5.87		
Net Proceeds Credited:		\$ 45.01 36.58

Members of Custodian Staff Present. *Mr. C. H. S. S.*Extracted from Auctioneering list No. *Carroll 1*

Remarks.

x Transferred to Suspense Account
 June 17, 1946 C.C.

NAME MORISHITA, Norito

REGISTRATION NO. 12893

FILE NO. 11544

The following chattels were sold by public
auction at Langley, B. C. on February 22, 1944

/ 3 Piece Leatherette Suite

\$ 11.00

Total:

\$ 11.00

Less Expenses: (Auctioneer's Fee: \$1.10
(Advertising: 0.25
(Moving: 0.10

\$ 1.45

Net Proceeds Credited:

\$ 9.55

Members of Custodian Staff Present. Mr. Carlsen

Extracted from Auctioneering list No. Langley 2

Remarks.

NAME MORISHITA, Norita

REGISTRATION NO. 12893

FILE NO. 11544

The following chattels were sold by public
auction at Surrey, B.C. on April 12, 1945

Trunk

\$ 3.50

Total

(Auctioneer's Fee: \$0.35
Less Expenses: (Advertising: 0.07
(Moving: 0.53

\$ 3.50

\$ 0.95

Net Proceeds Credited:

\$ 2.55

Members of Custodian Staff Present. Mr. R.M. Anderson

Extracted from Auctioneering List No. Surrey 11.

Remarks.

CHATTEL SUMMARY

File No. 11544

Re: MORISHITA, Norita (Mr.)

Reg. No. 12893

August 17, 46;

The above registered on

<u>DECLARED</u>	<u>INVENTORIED</u> Aug. 5/42.	<u>AUCTIONED</u>	<u>OTHER DISPOSITIONS</u>
Water pump			fixture
4 beds			1 sold appraised
sewing machine			could not locate
gramophone			could not locate
2 stoves			1 sold appraised
heater	1 poor		"
dishes	x		x
furniture	3 boxes		
2 dining tables			2 sold appraised
dresser			"
H.M. writing table			"
wood chest			abandoned
picture			
8 chairs			
electric brooder			sold appraised
coal brooder			could not locate
glass	3	2	1 abandoned
feeder			could not locate
egg cases			"
gas lantern			not sold
tools	x		broken abandoned
wire	x	x	
bicycle	x		
sprayer			could not locate
			"
tin pails		x	
wash tub		x	
hand cultivator		x	
misc. tools		x	
crook jug		x	
3 cross cut saws		1	
3 sml. folding chairs			2 abandoned, rusty
straw cutter		x	not sold
2 barrels		1	
2 trunks		1	1 abandoned
well pulley & rope		x	1 "
6 milk cans			abandoned rusty
3 baskets		x	
car chair		x	
3 peaveys		x	
crow bar		x	
pickeroon		x	abandoned
froe			"
wheel barrow		x	x
			abandoned
			3 piece leatherette suite
			misc.
			stools
			bottle capper

DECLARED

INVENTORIED

AUCTIONED

OTHER DISPOSITIONS

gun boots
twine
polisher
maul
sealers
nail kegs
scrapers
axe & wedges
light bulbs
cultivator
linoleum
2 cupboards

sold appraised
"

STATEMENT OF ACCOUNT

File No. 11544
Reg. No. 12893

(Mr.) Morito MORISHITA

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1945	Balance as per last statement		\$2,710.75	
1946 April 3	Remittance to Morita MORISHITA	\$2,500.00		
June 18	Transferred to Chattel Suspense Account- proceeds from Langley Auction No.1	40.01		
June 19	Transferred back from Chattel Suspense Account-proceeds from Langley Auction No. 1		36.55	
July 5	Transfer of credit balance to father, Nikizo MORISHITA, File No. 3951.		<u>207.29</u> <u>\$2,747.30</u>	

CR. NIL

STATEMENT OF ACCOUNT.

For Norito MORISHITA

File No. 11544
Ref. No. 12893

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 January 1	Credit re Sale of Property at 1023 Coghlan Road, Langley, B. C.		\$2,614.09	
January 1	Land Registry Office-Certificate of Encumbrance	1.00		
May 27	1942 National Defence Tax refund		20.00	
1944 January 13	Proceeds sale of chattels to tenant		39.15	
April 8	Return insurance premium re cancellation of ins. on household effects.		1.40	
April 28	Proceeds Auction Sale at Langley		40.01	
September 28	Proceeds Auction Sale at Langley		9.55	
1945 April 23	Legal Fees re Veterans' Land Act Sale	15.00		
May 25	Proceeds Auction Sale at Surrey		2.55	
1946 April 3	Remittance of funds to you	2,500.00		
June 18	Transferred to Chattel Suspense Account- proceeds from Langley Auction No. 1		40.01	
June 19	Transferred back from Chattel Suspense Account-proceeds from Langley Auction No. 1		36.55	
July 5	Transfer of credit balance to father, Nikiso MORISHITA, File No. 3951	207.29		
			<u>\$2,763.30</u>	

CF. NIL

TEMPORARY LIABILITY SUMMARY

File No. 11544

Reg. No. 12893

Re: MORISHITA, Norita.

The above Japanese declared no liabilities.

The only one filed against him was an account from Home Oil Distributors Limited for \$8.00.

~~This account as yet has not been referred to MORISHITA.~~

He was referred to him for acknowledgment but he denied having any knowledge of the account. We have therefore referred the matter to the effect.

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

March 29th, 1946
WEA:EH

W.E. Landon

Rec'd	11/12/43
File No.	
Ans.	
Referred	

File No. 3951/11544
 12126/12173
 Property: NIKISO MORISHITA.
 MORITO MORISHITA
 Lessee: Now Sheek
 Amount: \$180.00 June 2/43 to
 June 1/44

CANADA
 Department of the Secretary of State
 Office of the Custodian
 Japanese Evacuation Section

File No 3954
 MORISHITA, N.

PAYMENT ORDER.

To Tom Greer, C.
 Address 242 Rupert St. Vancouver

I HEREBY ASSIGN AND TRANSFER TO THE CUSTODIAN the sum of

One Hundred & Eighty /100 Dollars out of monies now due and

accruing due or that at any time hereafter may be due in respect to the

proceeds of:- Legitimate

to be paid to the Custodian at Vancouver, British Columbia, AND for so doing
 this will be your full authority.

IN WITNESS WHEREOF I have hereunto set my hand
 and seal this 28 day of June, 1943.

SIGNED, SEALED, and DELIVERED
 IN THE PRESENCE OF

Signature: [Signature]

Address: Office of Custodian

Now Sheek
Now Sheek

ACKNOWLEDGMENT

RECEIPT of the above order acknowledged this day of, 1943.

Signature

2951

THIS INDENTURE made the 1st. day of June 1942
IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN

NORITO MORISHITA of R.R.2 Kelowna in the
Province of British Columbia
(hereinafter called "the Lessor")
of the one part

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 8 1942

and

THEODORE JOHNSON of Coghlan in the Province
of British Columbia
(hereinafter called "the Lessee")
of the other part

WITNESSETH that in consideration of the rents, covenants and
agreements hereinafter reserved and contained and which on the
part of the Lessee are to be observed and performed the Lessor
doth hereby demise and Lease unto the Lessee All that certain
piece or parcel of land situate and being in the Municipality
of Langley in the Province of British Columbia and more partic-
ularly known and described as Lots 10 and 15 of part of the Nor-
th-East Quarter of Section 26 Township 10 Map 2075 in the Dist-
rict of New Westminster

TO HAVE AND TO HOLD the said demised premises for the term of
Seven months from the 1st. day of June 1942 until the 31st. day
of December 1942 yielding and paying therefore the clear monthly
rent of Eighteen Dollars (\$18.00) payable in advance on the 1st.
day of each and every month the first payment to be made on the
1st. day of June 1942.

This lease shall extend to and include the use and occupation of
the House upon the said premises (subject to the proviso herein-
after contained) and the chicken houses and shall also include
the use and enjoyment of the following goods and chattles viz:

1 Bed 1 Heater Clothes Closet 3 tables 10 chairs Hoe, shovels
fork, mattock, Electric Water Pump, Scales and weights up to 240
lbs. The Lessee covenants with the Lessor to pay rent and to
repair (reasonable wear and tear and damage by fire and tempest
excepted) And that the Lessee will repair (subject to such exception)

Replaced by Lease No 88 (Mow Schen)

And that he will not assign or sublet without leave;

And that he will leave the premises in good repair and condition (reasonable wear and tear and damage by fire and tempest excepted) And that he will take all reasonable care of the chattels above-mentioned and will replace any that are lost damaged or destroyed. And that he will during the term hereby granted till, cultivate fertilize and employ the land hereby demised in a good and husbandlike manner and will not do anything which will in any way impoverish, depreciate or injure the soil and will to the best of his ability keep down all noxious weeds and will generally use the said land in accordance with the practice of good husbandry. And will not cut down or destroy any timber or ornamental or fruit trees for any purpose whatsoever; but he shall have the right to cut sufficient firewood for all reasonable purposes in connection with his proper use and enjoyment of the premises hereby demised.

And that he will use in a proper and husbandlike manner all straw and manure which shall grow arise anew or be made upon the said premises during the term hereby granted.

IT IS EXPRESSLY UNDERSTOOD and declared that if the present War should cease or if in any circumstances whatever the Lessor be permitted to return at any time he shall have the right to the immediate occupation of the house upon the said premises hereby demised without let or hindrance by the Lessee (subject however in such case to the right of the Lessee to the use and occupation of two rooms in the said house until the expiration of this Lease) PROVISIO for re-entry by the Lessor on non-payment of rent, whether lawfully demanded or not; or non-performance of covenants; or on seizure or forfeiture of the term for any cause whatever.

PROVIDED ALWAYS that if the Lessee shall carry out the terms of this lease to the satisfaction of the Custodian of Japanese property and he shall consent thereto the Lessee shall have the option of having the term hereby granted extended from year to year during the duration of the present war or until the Lessor be permitted to return at a monthly rent of \$12.50 subject to

✓

such further or other terms and conditions as may be approved of by the said Custodian. PROVIDED FURTHER that any such extended term shall absolutely cease and determine at the end of the current year in which the said War shall cease or the Lessor shall be permitted to return AND PROVIDED further that any such extension may be determined by the Lessor or the said Custodian giving to the Lessee 6 months notice in writing to that effect expiring on the 31st. day of December in any year.

The rent hereby reserved shall be paid to the Lessor or to his Agent as he shall direct.

THE LESSOR COVENANTS with the Lessee for quiet enjoyment.

THIS INDENTURE shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Wherever the singular and masculine are used throughout this Indenture the same shall be construed as meaning the plural and feminine and 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 the day and year first above written-----

SIGNED, SEALED and DELIVERED BY)
the Lessor in the presence of)

(sd.) "B. Kozono"

(sd.) "N. Morishita
c/o Karl Sorensen
R.R. No. 2
Kelowna, B.C."

SIGNED, SEALED AND DELIVERED BY)
the Lessee in the presence of)

(Sd.) "Arthur L. Kent
Solicitor
Langley Prairie, B.C."

(sd.) "T. Johnson"

DATED JUNE 1942

NORITO MORISHITO

to

THEODORE JOHNSON

LEASE

ARTHUR L. KENT
BARRISTER & C.
LANGLEY PRAIRIE B.C.

STATEMENT ACCOUNT.

File No. 11544
Ref. No. 12893

Res Morito MORISHITA

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1943 January 1	Credit re Sale of Property at 1023 Coghlan Road, Langley, B. C.		\$2,614.09	\$
January 1	Land Registry Office-Certificate of Encumbrance	1.00		
May 27	1942 National Defence Tax refund		20.00	
1944 January 13	Proceeds sale of chattels to tenant		39.15	
April 8	Return insurance premium re cancellation of ins. on household effects.		1.40	
April 28	Proceeds Auction Sale at Langley		40.01	
September 28	Proceeds Auction Sale at Langley		9.55	
1945 April 23	Legal Fees re Veterans' Land Act Sale	15.00		
May 25	Proceeds Auction Sale at Surrey		2.55	
1946 April 3	Remittance of funds to you	2,500.00		
June 18	Transferred to Chattel Suspense Account- proceeds from Langley Auction No. 1		40.01	
June 19	Transferred back from Chattel Suspense Account-proceeds from Langley Auction No. 1		36.55	
July 5	Transfer of credit balance to father, Nikizo MORISHITA, File No. 3951	207.29		
			<u>\$2,763.30</u>	

CR. NIL

Name of Claimant

MORISHITA, Norio

Case

197

Custodian File

11544

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		
					2606	1457.64				1457.64
										230.00
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 & 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										1687.64

11544

October 4th, 1950.

Mr. Norito MORISHITA,
c/o Mr. J. Tamura,
Patricia, Alberta.

Dear Sir:

Re: Japanese Property Claims Commission
Case No. 197

We have received from the Co-Operative Committee on Japanese Canadians, Release executed by yourself covering the award recommended under the above Commission, for the sum of \$1,687.64.

Cheque for \$1,624.02 is enclosed herein, and the sum of \$63.62 has been paid to the Co-Operative Committee on Japanese Canadians for legal fees as authorized.

Yours truly,

F. G. Shears,
Director.

FOS/js
1 encl.

DEFENCE BRIEF

Norito MORISHITA

File No. 11544

Case No. 197

REAL PROPERTY CLAIMS

1. Claim

\$6500.00

Sale Price

\$2606.00

Question of Valuation only - See Page 7 Transcript.

Assessment \$2060.00

Soldier Settlement Board Purchase
Valuation 2650.15

Soldier Settlement Board Top
Value Buildings 2480.00

Barnet Valuation 2200.00

Soldier Settlement Board Top
Value Land and Buildings 3199.15

Percentages:-Custodian Sale Price to:-

Assessment 126%

Soldier Settlement Top Valuation 81%

Claim 40%

Property wholly owned by claimant.

S.S.B. APPRAISER, R.L. RAMSAY

JLG/ms

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

B E F O R E
 (HIS HONOUR, JUDGE J.R. ARCHIBALD, SUB-COMMISSIONER)

10

April 23, 1948
 Vernon, B.C.

IN THE MATTER OF THE CLAIM OF

NORITO NORISHITA

PROCEEDINGS AT HEARING.

20

APPEARANCES:

D.S. McTAVISH, Esq.,

appearing for the
 Dominion Government.

R.J. McMASTER, Esq.,

appearing for the
 Claimant.

T.J. MARRION, Esq.,

Secretary to Vernon
 Sub-Commission.

G.N.R. UPTON, Esq.,

Official Interpreter.

G. HAMBLETON, Esq.,

Official Reporter.

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2
N. Morishita
In Chief.

MR. McMASTER: I would like to call N. Morishita, No. 209 on the list.

NORITO MORISHITA, the Claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. McMASTER:

10 Q: Witness, did you instruct Mr. Leckie to draw this statement with regard to your real estate, and is this your signature? A: Yes.

Q: Are the contents of that statement true to the best of your knowledge and recollection?

A: Yes, yes.

MR. McMASTER: I would ask to file that as Exhibit No. 1, your honour.

(STATEMENT MARKED EXHIBIT NO. 1)

MR. McMASTER: On behalf of my learned friend, I file the Farm Appraisal Report of the Soldier Settlement Board as Exhibit No. 2.

20 (APPRAISAL MARKED EXHIBIT NO. 2)

MR. McMASTER: Referring to the Farm Appraisal Report, exhibit No. 2, this property is roughly 19 acres, and is situated about three miles from Coghlan, B.C., on a good main road. The description of the buildings in the Farm Appraisal Report shows that the house and one of the hen houses are not very old and also the six colony houses.

30 At page three of the report, the appraiser says that the property is well situated, has light and power, and is a poultry farm with berries allowed to

3

go weedy and that the major buildings are all pretty new. The poultry houses are standard and the main one is in good shape. The soil on the cultivated area is, for the most part, a good type and appears in excellent shape, having had lots of hen manure. He states that the place is pretty well set up as a poultry farm, with buildings sufficiently served with electric light and water, and he points out that there are 27 fruit trees, of a mixed variety, mostly about twelve years old, which the appraiser values at \$25.00.

10

If I might refer to Exhibit No. 1, your honour, the statement by the claimant. He has pointed out the land is about 19 acres with approximately six and a quarter acres cleared and in crop. The claimant acquired the land from his father in May, 1941, for \$6500.00, and the explanation of that transaction is shown later in the statement. All the erections were on the land when he purchased it; he shows, however, when these were built and the approximate cost. They were erected by his father. He points out that his father had cleared about six and a half acres and had put certain other improvements on the land. He points out that his father bought this acreage about 1920, when it was all bush land, and his understanding is that he paid \$1,000.00 for it.

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Now, with regard to the purchase from his father, the claimant states, on the back of exhibit 1, that in May, 1941, he agreed to buy this property

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from his father, who was retiring. His father owed him \$1500.00 back wages, and between May 1941 and evacuation, he paid him \$2500.00, and since evacuation he paid him a further sum of \$2500.00 by money orders, for which he has receipts.

Q: Now, witness, I produce to you a letter from the Bank of Montreal, Vernon, B.C., dated April 18, 1946.

A: Yes.

Q: Does that relate to the monies that you paid to your father since evacuation?

A: Yes.

MR. McMASTER: This, your honour, is a letter from the Bank of Montreal, April 18, 1946, addressed to the claimant's wife.

Q: That is correct, it is your wife?

A: Yes.

MR. McMASTER: "Referring to our telephone conversation of today, enclosed draft for \$2500.00 payable in Vancouver to Nikizo Morishita. We suggest that the payee carry sufficient evidence of identification when application for payment is being made at the bank in that city."

Q: Is your father the Nikizo Morishita referred to in there?

A: Yes.

Q: And you state that that \$2500.00 was paid on the purchase price of this property?

A: Yes.

Q: From him?

A: Yes.

MR. McMASTER: I don't know whether it is necessary to file that.

MR. McTAVISH: It is not necessary to file it.

MR. McMASTER: Your witness.

MR. McTAVISH: It is submitted, your honour, that the

real property was sold for its fair market value.

I would ask my friend to admit the appraised value of the property.

MR. McMASTER: In what year?

MR. McTAVISH: 1943. The assessed improvements were valued at \$1500.00, and the assessed value of the land was \$560.00.

MR. McMASTER: That appears to be correct.

10 MR. McTAVISH: Referring once more to the Farm Appraisal Report, Exhibit 2, my friend omitted to bring to your honour's attention certain other statements made in that report. Page three of the report, after what my friend said, it goes on to say: "Rented on a monthly basis at \$18.00 rather than on a crop basis, as crop is in such poor condition." Further on, it says: "There is quite a proportion of bush, though, that is gravelly and will normally be a poor producer." The last paragraph reads: "The fruit crop on the place is rather hard to find. It is so over-
20 grown with weeds. Tenants figure very little on sales of strawberries. There is $1\frac{1}{2}$ acres of asparagus, clean; any balance is so overgrown with weeds that it appears lost. Tenant states that there was supposed to be $2\frac{1}{2}$ acres asparagus and 1 acre strawberries. He says he couldn't make that much out of the asparagus and has spent the spring cleaning the $1\frac{1}{2}$ acres. Berries are scattered and the only patch worthy of the name is that near the gate consisting of one quarter acre."

30 CROSS EXAMINATION BY MR. McTAVISH:

Q: Before you left the property, did you lease it to one Theodore Johnson? A: Yes.

Q: What was the consideration for that lease?

A: Oh, before we rent to Johnson, I left old lady because -- then my father look after there, so I don't know very much about Johnson, but she told me after Johnson, he take a crop off, then he is away in the night time -- I don't know.

Q: You don't know anything about the terms of the lease? A: No.

Q: When were you evacuated? A: I was evacuated 1943.

MR. McMASTER: 1942.

THE WITNESS: '42, I think -- yes, '42, I believe 29th of February, sometime.

MR. McTAVISH: Q: Did your father remain on the coast?

A: Yes, father live at my place there.

Q: Is he still on the coast? A: No, not now. Now he went back to Japan.

Q: He was on the coast in -- may I see that letter, please? -- he was on the coast on the 18th day of April, 1946, was he? A: Yes. He live in Tashme evacuation camp, you know, that is fourteen miles from Hope, and he live there; then before he left, I sent him money for this.

Q: That was before he left for Japan? A: Yes.

Q: And that was the final payment on the property, was it? A: Yes.

Q: At the time you made the payment, the property, had it been sold by the Custodian?

A: No.

Q: At the time you made that final payment in 1946?

A: Yes, I got from Custodian, then I sent the money to father to make payment finish.

Q: You had been told by the Custodian that he had sold the property for \$2613.09, is that correct?

A: Yes.

MR. McTAVISH: That is all, your honour, it is only a question of value.

10 THE COMMISSIONER: Very good. That is all.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Gordon Hambleton
G. Hambleton,
Official Reporter.

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

"J.R. Archibald"
Sub-Commissioner