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CC(D)L, 1918
Agreement with the Canadian Japanese

LEASE

TO

CANADIAN JAPANESE ASSOCIATION

CANADIAN COLLIERIES (DUNSMUIR)
LIMITED

THIS AGREEMENT made and entered into this NINTH day of

AUGUSTA.D. 1918

BETWEEN:-

CANADIAN COLLIERIES (DUNSMUIR) LIMITED

hereinafter referred to as the said "COMPANY"

OF THE ONE PART

A N D

THE CANADIAN JAPANESE ASSOCIATION ,

hereinafter referred to as the said "TENANTS"

OF THE OTHER PART

WITNESSETH ,that in consideration of the rents,covenants and agreements hereinafter reserved and contained on the part of the said Tenants to be paid, observed and performed,the said Tenants- Company doth demise and lease unto the said Tenants all that certain parcel of land situate lying and being in Nelson District in Vancouver Island in the P#ovince of British Columbia being that part of Lot 24 in Township 10 described as follows,that is to say:-

COMMENCING at a cedar post at the South-west corner of the South-east quarter of Section 26 in said Township 10; thence South 46° 21' West a distance of 167.25' feet to a point; Thence South 60° 28' West a distance of 142 feet to a point; Thence South 15° 23' East a distance of 237.4' feet to a point; Thence South 6°xxx

Thence South 6° 14' East a distance of 775.3' feet to a point;Thence South 15° 38' East a distance of 142 feet to a point; Thence South 4° 21' East a distance of 307.9 feet to a point; Thence North 1° 47' East a distance of 96.4. feet to a point; Thence South 81° 36' West a distance of 49 feet more or less to the place of commencement; Thence South 81° 36 West a distance of 208.72 to a point in a 2" x 2" fir hub; Thence South 8° 24' East a distance of 208.72 feet to a point in a 2" x 2" fir hub; Thence North 81° 36' East a distance of 208.72 feet to a point in a 2" x 2" fir hub; Thence North 8° 24' West a distance of 208.72 feet more or less to the place of beginning,containing in all ONE ACRE more or less. (All bearings herein are Astronomic and obtained by observation from Polaris) AND which said described parcel of land is shewn upon the map or plan hereto annexed.

TO HOLD the said land for the term of THREE YEARS computed from and including the date of these Presents,paying therefor yearly and every year during the said term hereby granted unto the said Company the sum of ONE DOLLAR, the first of such payments to be due and payable on the 9th.,day of August A.D. 1919.

THE said Tenants covenant and agree to and with the said Company as follows,that is to say:-

I. To pay the rent herein reserved at the times and in the manner aforesaid.

2. To pay all rates and taxes.

3. NOT to assign,underlet,or part with the possession of said land nor suffer,permit or allow the said land or any building,erection,shelter or like place situate thereon,to be used for any purpose what-

whatsoever,save and except for school purposes.

PROVISO for re-entry by the said Company on non-payment of rent or non-performance or breach of covenants.

IT IS HEREBY EXPRESSLY AGREED UPON , by and between the said parties hereto,that, notwithstanding any matter or thing herein contained to the contrary,the said Company may at any time during the life of these Presents or any renewal thereof absolutely determine the term hereby granted and may thereupon re-enter into and upon the said land and take possession of the same, upon first giving to the said Tenants NINETY DAYS written notice of their intention so to do.

THE said Tenants covenant and agree to and with the said Company that the said Tenants shall and will,on or before the expiration of the aforesaid NINETY DAYS NOTICE,peacably and quietly vacate,surrender and deliver up the said land to the said Company and further that the said Tenants shall not be entitled to nor shall they make,set up or advance ,any claim to or for any compensation,remuneration,damages,monies,costs,charges or expenses for or on account of their being obligated to so vacate,surrender and deliver up the said land or for or on account of any clearing or other improvement of whatsoever nature or kind made by them to or in connection with the said land .

AND IT IS HEREBY FURTHER PROVIDED , any notice given in pursuance of this Agreement or any writ, summons,writ of summons or any other document whatsoever having relation to these Presents or any matters or things incidental thereto or arising therefrom which the said Company may desire to serve upon or deliver to the said Tenants,may be posted up on said land or upon any

building building or other fixture thereon, and when so posted up shall be deemed, notwithstanding any matter of fact or thing to the contrary, to have been personally served upon or personally delivered to (as the case may be) and to have been personally received by the said Tenants and each and every member of The Canadian Japanese Association hereinbefore named, as of the same time,day and date that the same was posted up as aforesaid.

PROVIDED ALWAYS,that if the said Tenants shall affix or erect on the said land any building or fixture, then such building or fixture so erected shall belong to and be removable by the said Tenants at any time during the term hereby granted,and in the event of the said term hereby granted being terminated before the said period of three years has elapsed,the said Tenants shall remove such building or fixture within the space of ninety days immediately following the day and date of the posting up or delivery of the Notice hereinbefore provided for, and in default of such removal within the time aforesaid said building or fixture shall become and remain the sole and exclusive property of the said Company.

IN WITNESS WHEREOF THE SAID Company has,by its agent thereunto duly authorised caused these Presents to be executed upon its behalf and the said Tenants have,by their proper officers thereunto duly authorised, caused these Presents to be duly executed.

SIGNED SEALED AND DELIVERED in the presence of

F. J. Dalby

CANADIAN COLLIERIES (DUNSMUIR) LIMITED

Per Thomas Graham
Agent

G. K. Uchiyama

S. Hayashi
for Canadian Japanese Assn.

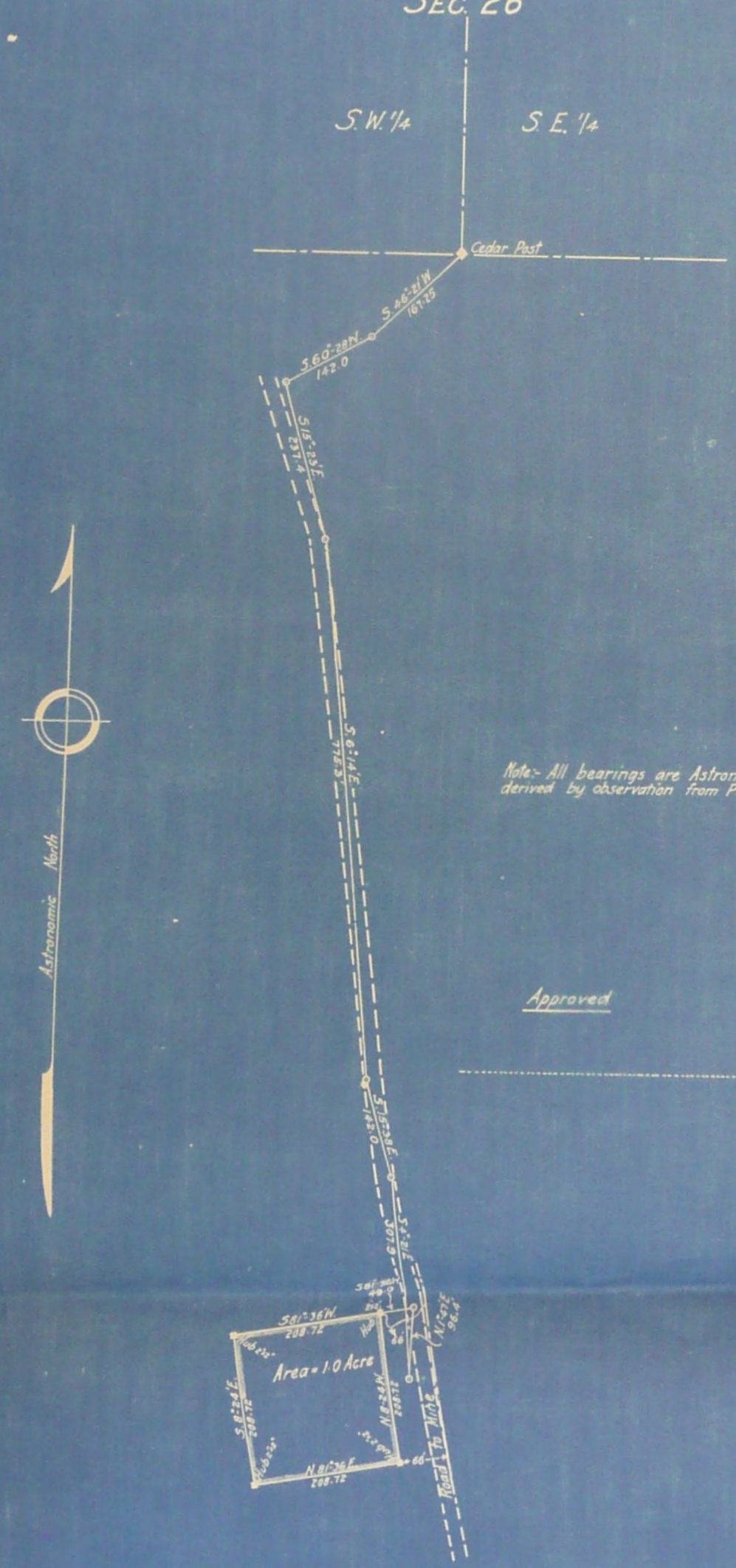
CANADIAN COLLIERIES(DUNSMUIR) LIMITED.

DESCRIPTION of land leased by the Canadian Collieries (Dunsmuir) Limited, to the Japanese School Association.

ALL AND SINGULAR that certain tract or parcel of land lying, situated and being at Cumberland, in Lot Twenty-four (24), Township Ten (10), Nelson District, Vancouver Island in the Province of British Columbia, described as follows:--

COMMENCING at a Cedar Post at the South-west corner of the South-east quarter of Section Twenty-six (26), Township Ten (10), Nelson District, Vancouver Island, thence South forty-six degrees and twenty-one minutes West (S.46 - 21 W.), a distance of one hundred and sixty-seven and twenty-five one-hundredths feet (167.25') to a point; thence South sixty degrees and twenty-eight minutes West (S.60 - 28 W.), a distance of one hundred and forty-two feet (142') to a point; thence South fifteen degrees and twenty-three minutes East (S.15 - 23 E.), a distance of two hundred and thirty-seven and four-tenths feet (237.4') to a point; thence South six degrees and fourteen minutes East (S.6 - 14 E.), a distance of seven hundred and seventy-five and three-tenths feet (775.3') to a point; thence South fifteen degrees and thirty-eight minutes East (S.15 - 38 E.), a distance of one hundred and forty-two feet (142') to a point; thence South four degrees and twenty-one minutes East (S.4 - 21 E.), a distance of three hundred and seven and nine-tenths feet (307.9') to a point; thence North one degree and forty-seven minutes East (N.1 - 47 E.), a distance of ninety-six and four-tenths feet (96.4') to a point; thence South eighty-one degrees and thirty-six minutes West (S.81 - 36 W.), a distance of forty-nine feet (49') more or less to the point of beginning: thence South eighty-one degrees and thirty-six minutes West (S.81 - 36 W.), a distance of two hundred and eight and seventy-two one-hundredths feet (208.72') to a point in a 2" x 2" fir hub; thence South eight degrees and twenty-four minutes East (S.8 - 24 E.), a distance of two hundred and eight and seventy-two one-hundredths feet (208.72') to a point in a 2" x 2" fir hub; thence North eighty-one degrees and thirty-six minutes East (N.81 - 36 E.), a distance of two hundred and eight and seventy-two one-hundredths feet, to a point in a 2" x 2" fir hub; thence North eight degrees and twenty-four minutes West (N.8 - 24 W.), a distance of Two hundred and eight and seventy-two one-hundredths feet (208.72') more or less to the place of beginning, containing in all one acre more or less: All bearings are Astronomic and obtained by observation from Polaris.

Plan Showing
Land Leased By
Canadian Collieries (Dunsmuir) Limited
In Lot 24, Township 10, Nelson District, Cumberland, B.C.
— To The —
Japanese School Association



Note:- All bearings are Astronomic and derived by observation from Polaris

Approved

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Scale: 1 Inch = 200 Feet.

Canadian Collieries (Dunsmuir) Ltd.
Engineering Dept. Cumberland B.C.

July 29-18

August 9th, 1918

S. Hayashi, Esq.,
Secretary Canadian Japanese, Association
Cumberland, B. C.

Dear Sir:-

In further reference to our recent conversation relative to site for Japanewse School, I have now had a survey of the site in question made and a lease prepared and if you will call at the office of the Canadian Collieries (Dunsmuir) Ltd., some time early next week the agreement can be signed.

Yours truly,

General Superintendent,

TG/G.

29th June, 1918.

J. M. Savage, Esq.,
General Manager,
Canadian Collieries (Dunsmuir) Limited,
VICTORIA. B.C.,

Dear Sir,

I beg to acknowledge receipt of your letter of June the 27th, in reference to the site for a Japanese School.

I shall immediately get in touch with the Japanese in Cumberland, and find if a lease of an acre of land will be satisfactory to them; if so, I shall have a survey and the necessary description of the land made and executed.

Yours truly,

_____
General Superintendent.

TG/N.

29th June, 1918.

S. Hayashi, Esq.,
Canadian Japanese Association,
CUMBERLAND. B.C.,

Dear Sir,

Referring to your letter of the 21st June, and my reply of the 24th June, relative to a site for a Japanese School, I shall be pleased if you will call at my office during the early part of next week, when I will go further into the matter with you.

Yours truly,

CANADIAN COLLIERIES (DUNSMUIR) LIMITED,

_____

General Superintendent.

TG/N.

ADDRESS ALL COMMUNICATIONS TO THE COMPANY

Canadian Collieries (Dunsmuir), Limited

MINERS AND SHIPPERS OF THE CELEBRATED

WELLINGTON AND COMOX

DOMESTIC, GAS AND STEAM COALS

ALL QUOTATIONS ARE FOR IMMEDIATE ACCEPTANCE

SHIPPING WHARVES
LADYSMITH, B.C.
UNION BAY, B.C.

ALL AGREEMENTS CONTINGENT UPON STRIKES, ACCIDENTS OR OTHER CAUSES OF DELAY BEYOND OUR CONTROL

VICTORIA, B.C. June 27th. 1918.

GENERAL SUPERINTENDENT
Received
JUN 29 1918
Referred
Answered

T. Graham, Esq.,
General Superintendent,
Canadian Collieries (Dunsmuir) Ltd.,
Cumberland, B. C.

Dear Sir:-

Re Site for Japanese School:

I have your letter of June 24th.

I quite agree with you it would be very desirable to assist the Japanese population in educating their children. If they only require a lease of land this could be arranged but should they wish to purchase outright the question would have to be submitted to the Bondholders' Committee.

If a lease will satisfy them, say for a period of not more than five years, you might have the surveyors locate the ground desired and have a survey and necessary description made.

Yours truly,

J. M. Sweeney

General Manager.

JMS:S

24th June, 1918.

S. Hayashi, Esq.,
Canadian Japanese Association,
CUMBERLAND. B.C.,

Dear Sir,

I am in receipt of your letter of June 21st, requesting the donation of a site for the building of a Japanese School somewhere on the road leading from Cumberland to No. 5 Mine.

I shall be pleased to lay this matter before the General Manager of the Company, and shall write you in the near future relative to the same.

Yours truly,

CANADIAN COLLIERIES (DUNSMUIR) LIMITED,

_____
General Superintendent.

TG/N.

24th June, 1918.

J. M. Savage, Esq.,
General Manager,
Canadian Collieries (Dunsmuir) Limited,
VICTORIA. B.C.,

Dear Sir,

I am enclosing herewith copy of a letter I have received from the Canadian Japanese Association of Cumberland, B.C., requesting a site for the purpose of building a school, the same to be located somewhere between Cumberland and our No. 5 Mine, with a view to accommodating the Japanese children from Nos. 1 and 5 Camps.

I understand that the Japanese are desirous of teaching their children their own language after the regular school hours in the Public School, Cumberland, and in order to do this they desire to receive about once acre of land for the purpose of building a school thereon; they would very much like to have this land in the location mentioned, so as to accommodate the children attending the Public School from both No. 1 and No. 5 Camps.

It appears to me that it would be good policy on our part to donate one acre of land for the purpose mentioned, as it is very desirable that we should maintain the goodwill and harmony of the Japanese at present working in and around our mines.

Yours truly,

_____
General Superintendent.

Encl.
TG/M.

THE

CANADIAN JAPANESE ASSOCIATION

No. 1 Cumberland Branch

Cumberland, B. C. June 21st 1918.

Mr. Thos Graham,
General Supt.
Canadian Colliery (D) Ltd.
Cumberland, B.C.

Dear Sir:-

We take liberty to ask you for your favour that,we,Japanese in Cumberland including both camp NO.1 and 5, are very anxious to have a school for Japanese Langauge for their children, to give lesson daily after the public school hours.

As the parents mostly have had no education of English and upon the educating their children,must have the both Japanese and English, and this matter was discussing among themselves for some times,now we realized that the time can't delay any more because the children already reached to school age in a large number, therefore, recently we have decided to erect a Japanese public school in Cumberland for above mentioned purpose.

I, writer, requested by committee of Japanese School affairs to write and explain you our intention and ask you that if your company kindly let us use about one acre of land to build house suitable for the same, the location is very preferable about half mile straight back in the wood from Union Hotel,or near in that point, but rather we ask you that locate half the way between NO.1 and NO.5 Camp or nearest possible.

THE

CANADIAN JAPANESE ASSOCIATION

No. 1 Cumberland Branch

Cumberland, B. C. 191

We will clear the land and build necessary roads also we bear all such expendetures.

All Japanese greatly appreciated if you kindly permit our heartest request.

Hoping to hear from you in your earliest convenient.

Yours respectfully,

Canadian Japanese Association,
Cumberland Agent.

S. Hayashi

8th November, 1917.

S. Hayashi Esq.,
Agent & Secretary,
Canadian Japanese Association
P.O.Box 203. CUMBERLAND. B.C.,

Dear Sir,

I hereby acknowledge receipt of your letter of November 6th, requesting an interview with me at an early date.

I shall be pleased to meet you and the representatives of your Association in my office at Cumberland at 5 p.m., on Tuesday next the 13th inst.,

Yours truly,

CANADIAN COLLIERIES (DUNSMUIR) LIMITED

_____
General Superintendent.

TG/N.