RECORD GROUP 38

~~86-87/330~~

VOLUME ~~box~~ 1404

FILE V-8-11

Vol. No.

CROSS REFERENCES

(OFFICIAL No.)

SUBJECT OR NAME L

SUB-SUBJECT OR LAND DESCRIPTION LEASES

OFFICE

THIS COVER MUST NOT BE FOLDED UNDER FILE

(1) REFER FILE TO	(2) DATE LEFT CENTRAL RECORDS	(3) PURPOSE FOR WHICH REFERRED (IF PURPOSE FOR WHICH REFERRED CANNOT BE EXPRESSED IN ONE LINE ADD MEMO TO FILE AND ENTER HERE "WITH MEMO".	(4) ENTER DATE TO BRING FORWARD WHEN REQUIRED	(5) USER'S INITIAL TO SHOW ACTION COMPLETED	(6) DATE RETURNED TO CENTRAL RECORDS
~~G~~					
~~B 43~~	~~14/4/48~~				
S. H. 1.	15/11/50				JUL 15 1948
P D 1	3/10/57				17/11/50
F S 1	17/9/68				4-10-57
F S 1	18/9/68				SEP 18 1968
Sec 1	15/2/78				SEP 20 1968
Sec 1	8 6 83				
					JUN - 9 1983

Volume No.

File No. V-8-11

Account No.

JAPANESE LANDS - LEASES

copy to Mr. Burrell

8-C-1

Japanese main file please

Vancouver, B.C.
September 15th, 1945.

MEMORANDUM TO THE DISTRICT SUPERINTENDENT:

RECEIVED
OCT 2 1945
BOARD FILE

Re: Leases

In order that you may have up-to-date information regarding the leases that we have written on our backlog properties I have had Mr. Eyles furnish me with some figures which give a picture of the situation as at September 7th. Here they are:

Regional Office	Number of Leases	Total Cash Consideration	Amount in Arrears
New Westminster	707	$ 97,717.65	$ 8,734.27
Victoria	58	3,019.27	522.09
Kelowna	7	1,407.00	Nil
Kamloops	29	4,460.00	81.00
Nelson	Nil	Nil	Nil
	801	$ 106,603.92	$ 9,337.36

The above amounts do not take into account improvements that were to be effected such as repairs to buildings, fences, cleaning out of wells, etc., and for the seeding down, summer fallowing or breaking of certain acreages, and further cash in many instances will accrue through failure on the tenants' part to perform these duties. Just how much that will amount to I am not yet able to say.

The majority of the leases were drawn on a year to year basis and their expiry dates are between now and December 31st next. However some time ago, upon your instructions, it was decided that as a lease ran out, and providing that the tenant was satisfactory, he would be put on a month to month basis. On September 7th there were just 54 cases where we had been able to get the tenancies into that category.

Every effort is being made to collect those monies in arrears through contact by Settlement Supervisors and correspondence. So far I have not been able to single out many cases that have the definite earmarks of being uncollectible. There are, though, a few and in this regard I do feel that we should have a clear-cut understanding from the District Solicitor as to how far he feels that he may go in forcing the issue under the present lease agreement.

I believe that a more simple document could be drawn and that it should be in printed form rather than the present three separate page agreement.

G.T. McKay,
Supervisor, Land and Loans

GTM/W

Copy sent to Vancouver

August 29th, 1944.

H. C. N. Harris, Esq.,
Secretary,
Citizens' Rehabilitation Council,
Maple Ridge and Pitt Meadows,
Haney, B. C.

Dear Sir,

This will acknowledge receipt of your letter of August 19th, with further reference to the proper care of former Japanese properties acquired for the purposes of the Veterans' Land Act.

Mr. Barnet has been authorized to take whatever action is necessary to improve the state of cultivation of these Japanese properties and I have no doubt that as soon as labour and suitable equipment are available the matter will be put in hand.

Yours very truly,

HRH/GH

Director.

PRESIDENT
Reeve H. S. Cunningham
[redacted]mond, B.C.
Phone 3692

1st Vice-President
Reeve W. J. Park
Pitt Meadows, B.C.
Phone 2796

2nd Vice-President
Mrs. D. M. Hartnell
Hammond, B.C.
Phone 3301

SECRETARY-TREASU
H. C. N. Harris
Haney, B.C.
Phone 145

Citizens' Rehabilitation Council

—OF—

Maple Ridge and Pitt Meadows

HANEY, B.C.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
AUG 28 1944
OTTAWA.

August 19th 1944.

Standing Committees

Agriculture
Reeve W. J. Park

Reception
Mrs. D. M. Hartnell

Personal Services
Mrs. B. D. Durnin
Haney

Employment
J. L. Brown
Haney

Pensions and Benefits
J. M. Heselton
Haney

Vocational Training
L. F. Cameron
Whonock

Womens
Mrs. W. G. Leighton
Haney

Publicity
W. E. Dunning
Haney

Membership
J. L. Brown
Haney

Mr.Gordon Murchison,
Director Veterans Land Act,
Ottawa,

Dear Sir,

The question of the proper care of ex-Japanese farms was again discussed at a meeting of this Council last evening, and in view of the recognized difficulty of securing competent labour,,particularly in the spring it was recommended by Reeve W.J.Park, chairman of the Agricultural Committee, that the work should be started in the fall, when such labour is more available, by ploughing ready for spring seeding.

I have been instructed to advise Mr.Barnett, District Supervisor, of this recommendation and trust you will support it with authority to proceed with the work, so soon as circumstances permit, so that this long outstanding complaint may be remedied.

Yours truly,

(Secretary)

HCNH.ME

H.O. file copy

✓

8-6-1

BC/555
BC/550P

Box 749,
New Westminster, B. C.
August 9th, 1944.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
AUG 15 1944
OTTAWA.

Soldier Settlement & Veterans' Land Act
RECEIVED
AUG 10 1944
VANCOUVER, B. C.

Mr. I. T. Barnet, District Superintendent,
Soldier Settlement and Veterans' Land Act,
Vancouver, B. C.

Mr. Tom Reid, M.P., interviewed me yesterday afternoon at 2:00 p.m. to ask why one man was put off his property and another man put on; and I am dealing with this case under separate letter, copies of which will be forwarded to you.

Apropos of the case, the principle involved, as Mr. Reid saw it, is the danger and grief which he states I am piling up for myself in allowing a veteran to lease one of our former Japanese properties when it has been clearly set out that these properties are being held for after the war settlement of qualified veterans. The case in point is one where J. A. Stewart, married man with four children and a veteran of this war and now employed as a guard at the Penitentiary, has been given a lease on the property formerly leased to G. A. Saastad. Mr. Reid intimated that I am entirely in the wrong in renting any of our properties to return veterans, irrespective of how clear it has been made to the veteran that the Lease does not in any manner, shape or form imply that he can eventually purchase this property. This policy is clearly understood by myself and staff, and you made the point very clear in your letter to me of June 22nd under your file Gen.8. There may be ten to a dozen veterans of this war on lease on your "backlog" properties, and Mr. Reid informs me that he is taking this matter up with the Director so that a direct policy can be formulated.

I explained my actions in leasing to the few veterans, showing that the acute housing shortage was responsible. Mr. Reid was most emphatic that this was the wrong action to take. I have sighted a hypothetical case where we may have had a vacant property with habitable buildings and where a civilian and a veteran have desired tenancy. All other things being equal, I have given the veteran the breaks. I contended to Mr. Reid that, should a veteran be aware that he had been declined accommodation in favour of a civilian, possibly a European, in my opinion he would have just cause to make a complaint possibly to the Legion owing to my discrimination in favour of a civilian. It was Mr. Reid's opinion that the veteran would not take this action as he realized that the properties were being held exclusively for veterans after the war, and he stated that dealing with any roar which a veteran might put up now would be far less difficult than the trouble

there would be in getting a veteran off a rented property after he had been there a year or two. Mr. Reid's contention further is that this same veteran would be justified in putting in a claim to purchase after the war when the present restrictive policy is lifted.

I did not think of it at the time, so I omitted to show Mr. Reid that a veteran would first have to be qualified before he could make application to purchase. So far, none of the veterans residing on our properties have been qualified.

While here, Mr. Reid also asked me how we were fixed for staff, and I informed him that we were short of outside competent men, and that you were making every endeavour to get them.

I had not met Mr. Reid before this interview.

T. GODFREY
Regional Supervisor

TG/MM

H.O.Copy

BC/535P
BC/550P

Box 749,
New Westminster, B. C.,
August 9th, 1944.

Mr. Tom Reid, M.P.,
Bergstrom Road,
R.R.#4,
New Westminster, B. C.

Re: George Saastad of Surrey

Dear Sir:

As requested when you called at this office yesterday, attached please find Field Supervisor Wiltshire's report covering the matter discussed.

I would particularly like to draw to your attention two pertinent points: Mr. Saastad has never occupied the dwelling on the property and it is clear that when Mr. Wiltshire left his message with Mr. Scott at the gas station, it was on the instructions of Mr. Saastad who is frequently away from the property.

I trust this fully answers the questions you required answering.

Yours truly,

Regional Supervisor.

TC/ER

HO

~~R.O.~~ ~~file~~ copy
~~ce sent to D.O.~~

BC/535P
DC/550P

Soldier Settlement & Veterans' Land Act
RECEIVED
AUG 12 1944
VANCOUVER, B. C.

New Westminster, B. C.,
August 9th, 1944.

MEMORANDUM TO MR. W. E. WILTSHIRE, Field Supervisor.

Mr. Tom Reid, M.P., interviewed me yesterday and wished to be advised immediately as to just why Mr. G. Saastad is not being given the opportunity to renew his Lease, and why Mr. Stewart is being given a lease on the property formerly leased to Saastad. Mr. Reid also wishes to know why the Supervisor did not deal direct with Saastad instead of passing the information through a Mr. Scott at the gas station on Scott and Townline Road.

Please report the circumstances to me fully.

T. GODFREY

TG/MM

S.S. Form No. 323

Sheet No. 1

Field Supervisor's Report

(State whether Farm Management, Location, Progress, Collection, Adjustment, Etc.)

Settler

Loan No. BC/535P BC/550P

District

Address

DATE OF REPORT

Day	Month	Year
9th	August	1944

Soldier Settlement & Veterans' Land Act
RECEIVED
AUG 10 1944
VANCOUVER, B. C.

In reply to a request from R.O. for a report in connection with the leasing of a Japanese property to J. A. Stewart, I wish to submit the following particulars:-

George Saastad is a middle-aged, able-bodied bachelor living with his father on their own land, 1 mile from the Jap property. Much of his livelihood is derived from local work with returns from the soil as a side line.

John A. Stewart is a 46 year old veteran of both wars with 3½ years of service in the present war, part of this time was spent Overseas. He receives a pension of $3.42. He is married with 4 school age children and has a steady job at the B.C. Penitentiary.

The property concerned is BC/535P, a small Jap place near New Westminster with a $700.00 house and 6.85 acres of rough land under cultivation. Originally there were several acres of strawberries but in order to give the land a rest, 3 acres were seeded down last spring and it was decided to seed the remainder - in 1945.

Saastad leased from the Custodian in the first instance and on January 19th, 1944 signed a lease with the V.L.A. to terminate August 31st, 1944. As far as I am aware, he has never lived on this property. He paid $75.00 cash and was given an allowance of $30.00 for seeding 3 acres to clover. At that time, Mr. Stewart was living in the house under an arrangement with Saastad, while Saastad handled the land.

Stewart later leased another Jap property adjoining (BC/550P) and moved into the shack type house. He paid cash and also seeded 3½ acres to clover. On March 13th, 1944, the dwelling on BC/550P was destroyed by fire and Stewart then moved back into the empty house on the property leased by Saastad and has since continued the repaying $5.00 a month to Saastad.

On June 24th, Mrs. Stewart called at R.O. and asked that they be given a lease on BC/535P at the termination of the Saastad lease as it was impossible to find other accommodation. Mr. Saastad also asked about a new lease on July 21st. I explained the situation to him and stated that I could give him no assurance, but expected to visit the property shortly and would then decide on a course. Saastad is a bachelor and works out a great deal. He is a hard man to contact at home, therefore he asked that if he was away when I called that I leave a message with his friend Mr. Scott at a nearby gas station with whom he frequently works. I asked if it would be in order to state the nature of my business. Saastad said, "Yes, tell Mr. Scott and he will tell me as I always call there each evening."

It will be seen that both men had in the past paid cash for their properties and carried out the cultural improvements as required. Also as the remaining acreage on the property in question is to be seeded down, and as there are now no strawberries, the rental value would be chiefly in house accommodation.

On August 5th, I visited BC/550P. Stewart and family were in the house paying rent to Saastad. Saastad had 1¼ acres in beans under cultivation and was living with his father one mile away. As both parties had demonstrated that they were capable and willing to care for the land and pay cash for a lease, the question to be

S.S. Form No. 323

Field Supervisor's Report

(State whether Farm Management, Location, Progress, Collection, Adjustment, Etc.)

Settler [redacted] Loan No. BC/535P BC/550P

District

Address

DATE OF REPORT

Day	Month	Year
9th	August	194

decided was whether a lease was to be given to a bachelor who was not living on the property and who had house accommodation, or to Stewart, a veteran, with a pension, a wife and 4 children who was living in the house and was unable to find other living quarters.

It was decided that the veteran was entitled to consideration and accordingly, it was leased to him for one year from September 1st, 1944. He paid $70.00 cash and agreed to seed the remaining 3 acres of open land to clover.

I then proceeded to Saastad's house to advise him of my decision. He was not at home, so, on his suggestion, I called at the Scott service station and asked Mr. Scott to pass the word along to Saastad that the property has been let to Stewart. Scott was very disturbed over this decision, for some unknown reason, and stated that he intended to make trouble on Saastad's behalf.

Mr. Saastad was apparently in town at the time of my visit as later in the morning he called at Regional Office. I explained that BC/535P had been leased to Stewart who was in need of accommodation. Saastad appeared to be quite satisfied with the decision and said that he understood the position in which we were placed.

He stated that he would like to rent another small Jap property if one comes vacant in the vicinity of his home and I told him that his request in this connection would receive attention.

In the face of the above facts, it is difficult to understand how a decision other than that arrived at could be justified.

W. E. Wellshire

FIELD SUPERVISOR

Soldier Settlement & Veterans' Land Act
RECEIVED
AUG 10 1944
VANCOUVER, B. C.

Ottawa, August 5, 1944

MEMORANDUM TO MR. I.T. BARNET, Vancouver

I enclose herewith copy of exchange of letters between the Minister of Finance and our Minister, which is self-explanatory.

I also enclose copy of further letter over the signature of Mr. Ilsley to Mr. Crerar dated August 1st, which would seem to create the basis for a solution of the difficulty in the limited number of cases where the local Rentals Administrator has probably been endeavouring to apply too firmly the strict letter of the rental regulations. With this material before you I trust you will now be able to adjust any local differences in a mutually satisfactory manner.

Director

GM/E
Encl.

Minister's Office

MEMORANDUM

Aug. 3, 1944

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
AUG 5 1944
OTTAWA.

MR. MURCHISON,
Director, Veterans' Land Act

You will be interested in noting the attached letter from Hon. Mr. Ilsley, Aug. 1, with reference to our Minister's letter of June 27th.

We have retained copy for our file.

Private Secretary.

Encl.

AUG 3
Mines & Resources

MINISTER OF FINANCE

CANADA

Ottawa, August 1, 1944.

My dear Colleague,

I have discussed your letter of June 27th, regarding the Veterans' Land Act, with the Wartime Prices and Trade Board.

I am now informed that the Rentals Administrator of the Board wishes to co-operate with your Director to the utmost possible extent, and will be very glad to consider any cases which you may care to submit to him for the fixation of reasonable rentals.

Yours very truly,

The Honourable T. A. Crerar,
Minister of Mines and Resources,
O t t a w a.

Minister of
AUG 3
Mines & Resources

8-6-1

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO.....

PLEASE QUOTE Gen.5

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
JUL 3 1944
OTTAWA.

Vancouver, B.C., June 26th, 1944.

The Director of Soldier Settlement and Veterans' Land Act,
OTTAWA, Ontario

Receipt is acknowledged of your letter of June 19th authorizing us to make expenditures out of our administrative vote to put any Japanese properties that need it into better condition and to avoid any criticism of the public that is justified on this point.

A copy of your letter is being passed to Mr. Godfrey for his information and action where necessary.

(I.T. Barnet)
District Superintendent.

ITB/GW

VLA 104

Re:- Improving Jap Lands

FROM:- Mr. Barnet

8-6-1

June 27, 1944.

The Honourable J.L. Ilsley,
Minister of Finance,
OTTAWA, Canada.

My dear Colleague,

I received your letter of the 17th referring to conflict of authority between the Director, Veterans' Land Act, and the Wartime Prices and Trade Board regarding the leasing of certain property by the Director pending its sale by him.

The conflict which has arisen between the Director, The Veterans' Land Act, and the local Rentals Appraiser of the Wartime Prices and Trade Board relates to former Japanese lands in the Fraser Valley in British Columbia, a number of which are located in rental control areas. These lands were purchased by the Director from the Custodian of Enemy Property for the purpose of establishment of veterans of this war.

On taking over these properties and the leases relating to them, the Director found that a number of the leases fell into two classes: (1) Those providing for an unjustifiably low rent in 1943 or for a longer period for some reason undisclosed and (2) - Those granted for the duration of the war in consideration of One Dollar ($1.00) and/or payment of taxes. These were leases arranged by the Japanese owners or their agents. The Director, who has the responsibility of maintaining and improving these properties for resale to veterans, cannot properly continue these leases. It is from some of these tenants that complaints have come to the local Rental Appraiser. The Supreme Court of British Columbia has already delivered a judgment that leases "for the duration of the war" are invalid for indefiniteness.

The Director has a difficult problem in administering these properties to the best advantage and, with all due respect to the legal aspects of the matter and the local Rental Control Administrator, it is my feeling that the leasing of these properties should be left to

Conflict Director & W P & T B.
Leasing
- To Hon. J.L. Ilsley K.C.

the discretion of the Director under the terms of the Veterans' Land Act. They were purchased for the purposes of the Veterans' Land Act and must be readily available for occupation when sold to veterans and I think you will agree that, in the case of these particular homes, the claims of the veteran under the provisions of the Veterans' Land Act are paramount to those of civilians. Altogether, I feel that, so far as these Japanese lands are concerned, the Director is in a fundamentally different position to any other landlord, whether Government or private.

The Director advises me that the problem is not as serious as the local Rentals Administrator indicates and it is felt that a closer degree of co-operation on the Administrator's part, rather than standing on the strict letter of the regulations, would meet the circumstances.

Yours faithfully,

Minister's Office

KA

MEMORANDUM

June 20, 1944

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
JUN 21 1944
OTTAWA.

MR. MURCHISON,
Director of Soldier Settlement

Will you please let the Minister have a draft reply covering the letter herewith, June 17, from the Minister of Finance in the matter of leasing of property pending sale, and regulations governing same.

L. B. Pratt
Private Secretary.

Encl.

Col Chandler.
Pls draft reply for sig by the Minister.
Jms

(5)

MINISTER OF FINANCE

Ottawa, June 17, 1944

The Honourable T.A. Crerar,
Minister of Mines and Resources,
OTTAWA.

My dear Colleague,

Mr. Donald Gordon has written me about a conflict of authority that has apparently arisen between the Director, Veteran's Land Act, and the Wartime Prices and Trade Board regarding the leasing of property by the Director pending its sale by him. I am advised that the Director, acting under Section 20 of the Veterans' Land Act, leased a property he had acquired at a rental in excess of the maximum rental fixed under the Board's Regulations and Orders. This gave rise to comment, and in the discussion that arose it is my understanding that the Director took the position that under Secti n 20 he is freed from the rental and eviction control of the Board's Regulat ons and Orders.

The legal advice I have received is that the Board's Regulations and Orders are binding upon the Director. In any case, it ismy view that as a matter of public policy the Government, as landlord, should adhere to the rentals ceiling and the tenancy protection provided by the Wartime Prices and Trade Board. A similar case arose in connection with the Director of Housing, who rents apartments under the House Conversion Plan. It was arranged that the Director of Housing should submit his plans to the Local Rentals Appraiser of the Wartime Prices and Trade Board who fixes the maximum rental in advance.

I believe it is essential that when a Government department makes leases, it should be bound by the same regulations as private landlords. I would, therefore, appreciate it if you could arrange that the Director, Veterans' Land Act, will

(a) make no lease of a property in excess of the fixed maximum rental therefor, or, if it has no fixed maximum rental, will have one fixed by the Local Rentals Appraiser for the Wartime Prices and Trade Board; and

(b) evict tenants only in accordance with the relevant provisions of the Board's Orders.

Yours very truly,

Sgd. J.L. Ilsley

(6)

8-6-1

RECEIVED
JUN 26 1944
BOARD FILE

June 24, 1944.

Mr. W.S. Woods,
Associate Deputy Minister,
Department of Pensions & National Health,
O t t a w a.

Dear Mr. Woods:-

There was a telephone inquiry yesterday from your office concerning the file of papers, relating to the resolution passed by the Citizens' Rehabilitation Council of Maple Ridge and Pitt Meadows, which you passed to me under cover of your memorandum of June 9th. I understand that information was asked respecting the action, if any, that had been taken and the return of your file requested.

I had an opportunity during my recent visit to the Coast to make a hurried trip through the Valley and to look at quite a number of these former Japanese properties and I found that, on the whole, the picture is not as black as painted, particularly as far as the properties under our control are concerned. The holdings in the worst shape are those which we have not taken over and which are still under the control of the Custodian. The trouble, of course, is the acute labour shortage.

We cannot hope, on a leasing basis and under existing conditions, to keep all these properties in the same high state of cultivation they were in when occupied by the Japanese. To meet this situation, action along the lines recommended by Mr. Harris and his Committee, is being taken and a practical operator with the necessary tractor equipment hired to clean up these old plantations and seed them down to grass, particularly those obviously in need of fertilization. I do not expect this measure will overcome all local criticism, but Mr. Harris and any other interested parties may rest assured that any practical means of putting and keeping these places in reasonable shape for veterans' settlement will be taken.

In accordance with your request I return the file of papers you forwarded me.

Yours truly,

W.J.B.

Director.

Encl.

Re:- Return of file to DP&NH. + Leasing
To:- Mr. Woods

Via Air Mail

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO.....

PLEASE QUOTE.....

Vancouver, B.C., June 19th, 1944.

Attention - Mr. Holmes

The Director of Soldier Settlement and Veterans'Land Act,
Ottawa, Ontario

Your letter of May 31st was brought to Mr. Murchison's attention when he was here. We also went out into the country and had a look at a number of these properties.

The question of policy is and always has been involved in the handling of these properties. As you know, we are responsible for the administration of the properties, making the leases, and collecting the rents. Once the rent is collected, Treasury retains it. I have maintained from the first that the rents should have gone into a replacement account to be made available for repairs to the property or for work in connection with the operation of the land. Apparently some of the tenants,who had no equipment themselves and hoped to be able to hire certain work done, are running into difficulties on this point. Of course there are others who readily agreed to do certain work pertaining to the land, but it is now obvious that they did not have very much intention of doing it and housing accommodation was their prime consideration.

I think the only way to overcome some of these problems is to have the rents made available, or as an alternative to make money available from the Administration account so that we can engage a competent operator, or operators, with the necessary equipment to do work that should be done on these holdings. Mr. Murchison, I believe, has a full grasp of the situation and will issue whatever instructions he deems advisable when he returns to Ottawa.

See letter hereunder 19/6/44

With regard to Mr. Briggs' letter to Mr. Park of May the 25th I can only say that this brings to the surface the interest the Pacific Co-operative Union,with headquarters at Mission, have, which is primarily the production of small fruits to keep their plant operating.

I do not know whether the 171 properties they mention are only holdings in Maple Ridge and Pitt Meadows or whether it applies also to the Mission district. You may not be familiar with the situation here again, but I know Mr. Murchison thoroughly understands it. However, I may say that the Pacific Co-operative Union is the organization which rented the majority of the farms from which they got their fruit when the

VLA 105

Review of situation by Mr. Barnett

From:- Mr. Barnett

The Director (Cont'd)

Japanese were evacuated. We have copies of these leases on file which were assigned by the Custodian to the Director. We know from our appraisals that little or no action was taken in 1941 to set out any new strawberry plantations or bush fruit plantations. It is also common knowledge that the rents charged were so high that a number of the tenants ended up the season in debt to the Pacific Co-operative Union as they had not shipped enough fruit to pay for the crates, fertilizer, picking charges, etc., which had been advanced to them. After the picking season in 1941, when these tenants realized the predicament they were in, they decided to do no further cultivation of strawberry plantations and they were allowed to become very weedy and no work was done in many cases towards the 1942 crop. Although most of these leases were made early in the season, the majority of the Japanese farmers in the Fraser Valley were not evacuated until after the picking season and in most cases continued to reside in their own homes and provided much of the labour for picking the crop that year. It was not until July 1942 that the Secretary of State sold these properties to the Director, The Veterans' Land Act. As you know, it was only in the last two or three months that we have received titles to these holdings in any volume.

I might add that I saw in the paper on Saturday where a Rehabilitation Committee was having a meeting in Haney on June 23rd.

(I.T. Barnet)
District Superintendent

ITB/GW

no action to be taken on this letter x Director looked at quite a few of the former Japanese lands. The ones he saw are in as good shape as the average holding. The ones over which chief complaint registered are under control of Custodian. No reply is to be made to Resolutions submitted. W.J.M.

(2)

Copy to ~~Mr. Barnet~~ Mr. Holmes GM/E

Mr. Rathwell

June 19, 1944

Mr. I.T. Barnet,
VANCOUVER, B.C.

Dear Mr. Barnet,

Confirming the conversation we had during our windshield examination of many of the Japanese properties in the Fraser Valley the afternoon of the 4th instant, it will be quite in order for you to authorize the expenditure of any reasonable amount of funds from our administrative vote for the purpose of improving the appearance of those properties, as this has been found unduly difficult under the terms of a rental agreement.

Mr. Wiltshire has been doing a good job on the lands he showed to us but I must readily concede that he has been under quite a handicap in not being able to authorize the expenditure of funds for improvement purposes such as clearing up old plantations and the like. I would suggest that arrangements be made with a good practical operator who has the necessary tractor equipment to clean up some of these old plantations and get them properly seeded down to grass crops, particularly those farms which are obviously in need of fertilization.

Yours faithfully,

Director

Authorization of Funds for Improvements
To:- Mr. Barnet

DEPARTMENT OF
PENSIONS AND NATIONAL HEALTH
OFFICE OF THE ASSOC. DEPUTY MINISTER

MEMORANDUM: Ottawa, june 9th, 1944.

Mr. Gordon Murchison, Director, Veterans' Land Act.

As this is a matter that comes under your jurisdiction, I am passing the attached fyle of correspondence for your consideration.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
JUN 10 1944
OTTAWA.

W. S. Woods,
Associate Deputy Minister.

DPNH. file

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. .....

PLEASE QUOTE Gen.28

DIRECTOR OF SOLDIER SETTLEMENT. RECEIVED JUN 2 1944 OTTAWA.

Air Mail

VANCOUVER, B.C., May 31, 1944.

G.Murchison, Esq.,
Director of Soldier Settlement and Veterans' Land Act, Ottawa.

A-6-1

I hereby acknowledge receipt of your letter of the 23rd instant forwarding the original letter from the Citizens Rehabilitation Council of Maple Ridge and Pitt Meadows of May 19th to the Hon.T.A.Crerar, Minister of Mines and Resources, and copy of Resolution passed by the Agricultural Committee, both of which are returned herewith.

I gave you a report on this meeting under date of May 18th, and pointed out that it was suggested any new resolutions would first be sent to me for my approval, or otherwise. I felt that this was not quite in order, hence I had no knowledge of the intentions of this Council on further resolutions. In our discussions on this general problem I told them that, although our primary interest was to obtain sufficient cash money at the time a lease is made to be assured of having sufficient to pay taxes when due, owing to Treasury regulations we were not permitted to put funds we might receive for rent of a house into replacement account to be later disbursed for work done, such as ploughing, by some other party. In other words, all rents went forward to the Receiver General, and were not available to us locally to be spent again.

I also pointed out that we endeavoured to get tenants to do as much work as possible on a property, and made an allowance in the rent for same if carried out to our satisfaction. This Council realises that, particularly closer to the industrial centres, some tenants are chiefly interested in the housing accommodation, and are not working the land. You can appreciate that under existing conditions it would take a small army of supervisors to go around and insist on every detail of a lease being carried out.

From the commencement I have considered that rentals should be put in replacement account, and made available to us to have work done on a property which is deemed advisable. At present we are in the position of a landlord being responsible for a property, and having the rents taken away from him. We could keep these properties in reasonably good condition if we were allowed to use the rents over and above the amount required for taxes, etc. This Rehabilitation Council grasped the situation, and decided they were not so concerned about the manner in which the strawberry plantations were maintained, as they were in having the land seeded to grass, and the pollution of weeds eliminated to the greatest possible extent. I am sure this is the view taken by Mr.W.J.Park, Reeve of Pitt Meadows, and Chairman of the Agricultural Branch of this Council. Neighbouring farmers

Crossed my letter 31/5/44. await further word from Mr. Barnett. W.H.

VLA 105

OVER

Mr. Barnett's meeting of Citizen's Rehabilitation Committee of Maple Ridge

do not want weeds going to seed and blowing over their lands.

I think you will agree that Mr.Harris has moderated his language considerably since his previous correspondence. This whole problem is one for discussion when you are at the Coast next week.

(I.T.Barnet)
District Superintendent.

ITB:B
Enclosure

"AIR MAIL"

8-6-1.

OTTAWA, May 31st, 1944.

District Superintendent - VANCOUVER, B.C.

Dear Mr. Barnet:-

Further to the Director's letters of May 20th and 23rd in connection with resolutions advanced by the Citizens' Rehabilitation Council of Maple Ridge and Pitt Meadows, I enclose herewith copy of a further letter dated May 27th addressed to the Minister and a copy of the survey mentioned which have been referred to us by the Minister's office for attention departmentally.

In Mr. Murchison's letter to you of May 20th he stated that he hoped to have an opportunity to visit and view a number of these properties in the Valley and to discuss with you on the ground the most practical way to deal with the problems involved in the preservation and improvement of the holdings. Decision as to the nature of the reply, either verbal or written, that should be accorded the resolution passed and the other representations advanced probably should be deferred until the Director, if he has the opportunity, looks over the situation on the ground. I am, therefore, sending you this extra material by air mail so that you may bring it to Mr. Murchison's attention on his arrival in Vancouver.

The office of the Minister has not acknowledged the letters received from Mr. Harris and we will take no further action here pending receipt of further word from you as to what attitude Mr. Murchison desires taken.

Assistant Superintendent,
Land and Loans Branch.

Encls.

HRH/GJ.

Citizens Rehabilitation Committee of
Maple Ridge + Pitt Meadows

To:- Mr. Barnet

Minister's Office

MEMORANDUM

May 29, 1944

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
MAY 31 1944
OTTAWA

MR. MURCHISON,
Director of Soldier Settlement

Japanese properties held
by Soldier Settlement
re: protection.

With my memo of May 22nd was referred some correspondence from the Citizens' Rehabilitation Council of Maple Ridge and Pitt Meadows, Haney, B.C., in regard to funds for the work of protection of the above properties.

Please note the attached further correspondence from the Secretary of the said Council, received to-day,- his letter May 27, with enclosure of report of the findings of the Pacific Co-Operative Union, Haney, B.C., May 25, regarding the condition of some of the farms in question.

We have made no acknowledgment.

W. Pratt
Private Secretary.

Encls.

(2)

PRESIDENT
Reeve H. S. Cunningham
Hammond, B.C.
P[redacted] 3627

1st Vice-President
Reeve W. J. Park
Pitt Meadows, B.C.
Phone 2796

2nd Vice-President
Mrs. D. M. Hartnell
Hammond, B.C.
Phone 3301

SECRETARY-TREASURER
H. C. N. Harris
Haney, B.C.
Phone 145

Citizens' Rehabilitation Council

OF

Maple Ridge and Pitt Meadows

HANEY, B.C.

Minister of
MAY 29 1944
Mines & Resources

May 27, 1944.

Standing Committees

Agriculture
Reeve W. J. Park

Reception
Mrs. D. M. Hartnell

Personal Services
Mrs. B. D. Durnin
Haney

Employment
J. L. Brown
Haney

Pensions and Benefits
J. M. Heselton
Haney

Vocational Training
L. F. Cameron
Whonock

Womens
Mrs. W. G. Leighton
Haney

Publicity
W. E. Dunning
Haney

Membership
J. L. Brown
Haney

Hon. T. A. Crerar,
Minister of Mines & Resources,
Ottawa.

Dear Sir:

Agricultural Committee

Survey of 171 properties in this district, made by the local Manager of the Pacific Cooperative Union, at the request of this Committee is herewith enclosed, for your information, as supporting evidence of the need for prompt action, as outlined in the resolution sent you on 19th inst.

Yours truly,

H. C. N. Harris

(H. C. N. Harris) Secretary.

HCNH:MG
Enclosure.

(3)

Asparagus	65,400	44,207
Estimated frost damage		5,000
		49,207

Respectfully submitted,

H. L. Brigge.

Local Manager,

PACIFIC CO-OPERATIVE UNION.

Haney, B. C.

May 25, 1944.

W. J. Park. Chairman.
Agricultural Committee,
Rehabilitation Council.
Haney, B. C.

Dear Sir :-

We beg to report our findings regarding the condition of some of the farms, formerly operated by Japanese. This is not a complete survey, owing to the lack of particulars pertaining to farms operated by Central Fruit Distributors. Ltd., and certain Japanese who operated independantly. We have, however, knowledge of 171 properties, on which we report as follows :-

Of 171 properties formerly operated by Japanese, we find that 50 are now in a hopeless condition for the production of berries, currants, asparagus and rhubarb. These were the main crops.

Of the remainder, about 40 are being operated more or less efficiently in spite of the restrictions of a yearly lease.

Through this policy of granting short term leases, and renting properties for the value of the residence only, with no obligation on the part of the tenant to maintain the land in crop, has resulted in a large decrease in berry acreage.

The acreage of these 171 farms, in 1942, before evacuation, was about 420 acres in crop. There remain about 185 now in crop. Much of this is in poor condition. The greatest loss is in strawberries, which have dropped from 260 acres to 75 acres.

Following is a comparative statement of production for the years 1941, the year before evacuation; and 1943, the first year of operation entirely by lessees :-

	1941		1943	
	Crates	Jam	Crates	Jam
Strawberries	49,058	555,795	7,017	62,223
Estimated frost damage			7,000	20,000
			14,017	82,223
Raspberries	9,694	85,064	3,860	108,987
Estimated frost damage			1,200	30,000
			5,060	138,987
Blackberries	479	38,561	483	23,434
Miscellaneous	226		23	
Estimated frost damage			23	
			46	
Asparagus		65,400		44,207
Estimated frost damage				5,000
				49,207

Respectfully submitted,

H. L. Briggs.

Local Manager,

PACIFIC CO-OPERATIVE UNION.

8-6-1 V

GM/E

RECEIVED
MAY 24 1944
BOARD FILE

May 23, 1944

I.T. Barnet Esq.,
District Superintendent,
VANCOUVER, B.C.

Dear Mr. Barnet,

With the return of the attached correspondence and at your convenience, will you please let me have your comments on the first paragraph of the preamble to the resolution which accompanied the letter over the signature of Mr. Harris?

Director.

Re:- Mr. Barnet's attendance at meeting of Citizen's Council of Maple Ridge + Pitt Meadows.

To:- Mr. Barnet

PRESIDENT
Reeve H. S. Cunningham
[redacted]mond, B.C.
Phone 3627

1st Vice-President
Reeve W. J. Park
Pitt Meadows, B.C.
Phone 2796

2nd Vice-President
Mrs. D. M. Hartnell
Hammond, B.C.
Phone 3301

SECRETARY-TREASURER
H. C. N. Harris
Haney, B.C.
Phone 145

Citizens' Rehabilitation Council

—OF—

Maple Ridge and Pitt Meadows

HANEY, B.C.

Minister of
MAY 22 1944
Mines & Resources

Soldier Settlement of Canada
RECEIVED
MAY 29 1944
Vancouver, B. C.

May 19, 1944.

Standing Committees

Agriculture
Reeve W. J. Park

Reception
Mrs. D. M. Hartnell

Personal Services
Mrs. B. D. Durnin
Haney

Employment
J. L. Brown
Haney

Pensions and Benefits
J. M. Heselton
Haney

Vocational Training
L. F. Cameron
Whonock

Womens
Mrs. W. G. Leighton
Haney

Publicity
W. E. Dunning
Haney

Membership
J. L. Brown
Haney

Hon. T. A. Crerar,
Minister of Mines & Resources,
Ottawa.

Dear Sir:

I enclose a copy of a resolution passed by the Agricultural Committee at a meeting at which Mr. I. T. Barnet, District Superintendent, outlined the policy and regulation governing the ex-Japanese properties held by the Board.

This Committee is extremely critical of a policy which leaves your local representative no authority and no means to look after and preserve these valuable properties.

Many of these properties are rented to tenants who have no interest whatever in the upkeep of the land, but who are interested only in a home (due to the housing shortage)

It was felt that you may not have the definite information as to the facts, and hoped that by thus bringing them to your attention, some immediate action will be forthcoming.

Yours truly,

HCNH:MG

(H. C. N. Harris) Secretary

(2)

COPY

Soldier Settlement of Canada
RECEIVED
MAY 29 1944
Vancouver, B. C.

AGRICULTURAL COMMITTEE

CITIZENS' REHABILITATION COUNCIL OF
MAPLE RIDGE & PITT MEADOWS

WHEREAS this Committee has been informed by Mr. I. T. Barnet, District Superintendent, Soldier Settlement and Veterans' Land Act, that there are no funds available for maintaining the properties held by them for the purpose of re-settlement by Veterans after the war and

WHEREAS many of these properties are being allowed to deteriorate and require immediately cultivation to keep them in a state of fertility and

WHEREAS neglect to take prompt measures to protect these properties will make them useless for the purpose for which they were purchased, and consequently reduce their values, and permit them to become a menace to surrounding properties

THEREFORE BE IT RESOLVED this Committee urge the necessity that immediate funds be made available so that the requisite work for the protection of these properties may be put in hand at once.

Haney, B. C.
May 17th, 1944

(H. C. N. Harris) Secretary.

Minister's Office

MEMORANDUM

May 22, 1944

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
MAY 23 1944
OTTAWA

MR. MURCHISON,
Director of Soldier Settlement

Japanese properties held
by Soldier Settlement

The attached correspondence from the Citizens' Rehabilitation Council of Maple Ridge and Pitt Meadows, Haney, B.C.,- letter to the Minister from H.C.N. Harris, Secretary, with enclosure of copy of a resolution passed by the Agricultural Committee urging the necessity of immediate funds being made available so that the requisite work for the protection of the above properties may be put in hand at once,- is referred for attention.

We have NOT acknowledged the correspondence.

L. J. Pratt
Private Secretary.

Encls.
Lr. May 19.
Res'n. May 17.

(41

8-C-1

GM/E

RECEIVED
MAY 22 1944
BOARD FILE

May 20, 1944

Mr. I.T. Barnet,
District Superintendent,
VANCOUVER, B.C.

Dear Mr. Barnet,

I wish to thank you for your letters of the 18th covering your meeting with the Citizens' Rehabilitation Council of Maple Ridge and Pitt Meadows.

I fully appreciate the difficulty confronting you and your field staff in arranging rental terms along lines which would overcome all local criticism and some of it, of course, of a definitely prejudiced nature. I have more or less concluded that about the best way to tackle this thing another year is to engage the services of men who have the necessary power equipment to go on these places, clean them up and seed them down. The cost, on the average, will not be excessive and it will avoid a lot of this humbug about maintaining or replacing a lot of worn out plantations.

I will be seeing you in Vancouver not later than the 4th of next month and, I hope, will have an opportunity to have a first hand view of a number of these cases in the valley, and to discuss an improvement program which will relate not only to the preservation of the land itself but also a housing program to be commenced next spring.

I would like also to pay a visit to the Southern Okanagan and the Kamloops area. This will make my visit a rather rushed one but it cannot be helped in the circumstances.

Yours very truly,

Director

(5)

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO.....

PLEASE QUOTE.....

Personal and
Confidential

VANCOUVER, B.C., May 18, 1944.

G. Murchison, Esq.,
Director of Soldier Settlement and Veterans' Land Act, Ottawa.

Citizens Rehabilitation Council
of Maple Ridge and Pitt Meadows

By concurrent mail I have given you a formal report on a meeting which I deemed it advisable to attend with Mr.Berner last night at Haney. This is the first time I have met Mr.Harris, Secretary of the Council, who is a soldier settler (File C.P.155).

Rightly, or wrongly, I noticed that one of the last men to arrive was Mr.Briggs, and apparently they did not wish to start the meeting until he was present as they phoned his house to find out whether he had left. As Manager of a Co-operative which got most of its fruit from the Japanese farms, naturally he is deeply concerned, and it is only to be expected that his organization will use a Council of this kind in an endeavour to force the Government to keep up the acreage in small fruit; also to offer compensation to anyone who will put in an acre irrespective of whether or not it is maintained.

I do not feel favourable towards paying compensation to men who came from the countries where our Canadian born boys are now fighting, while these men are prospering here and likely a good number of them are not even Canadian citizens. There is no doubt that a number of these people hoped to buy these properties when the Japanese were removed, and the Government stepping in to retain them for our veterans was not part of their idea.

I fully realise that many of these places look tough for the reason that these days you cannot get people to do hoe work in competition with industrial wages. There is nothing more gloomy to me than to go on a small fruit plantation and see posts and wires, and some berry canes existing in a bed of grass. However, we cannot get these canes all out in one year for the reason that many of these tenants have not the equipment to do the work even if they so desired.

Mr.Berner and I had all kinds of criticism thrown at us, but one gets nowhere in a meeting of this kind by becoming involved in questions about the individual case. I am satisfied that in many cases only a partial statement was given as to what our Supervisors had said. The fact remains, if the Treasury had allowed us to handle rents through replacement account we could have collected rent from the houses in a number of cases, and used this money to hire someone with power equipment to properly cultivate the ground and probably seed it to grass.

VLA 105

(6)

Frankly, if we have to rent the majority of these places another year, I would like a free hand to use the rents for maintenance other than taking care of taxes and insurance.

The question was not raised as to the price paid for these lands, and I did not say anything on the subject. There is in the neighbourhood of one thousand acres of cleared land in these properties in the Maple Ridge Municipality. If we had a pay a few men with power equipment $10 an acre to plough, disc and properly prepare this land and seed it to grass, or for some other purpose when the veterans are settled, we would be ahead financially,rather than allowing ourselves to become involved in compensation.

Mr.Briggs complained that our officials did not consult/in Co-operative officials the operation of these properties, and I replied that my information was that the Custodian became involved, and large sums of money had been allowed on rent for misrepresentations,etc., to tenants, but so far as I was concerned I did not propose to authorize a policy that would permit of this sort of thing being repeated.

When I suggested to the meeting that we would welcome being told where and how we could acquire other lands in the areas concerned, I did not get any response except from one man who remarked that the properties already acquired would be valueless for settlement unless they were maintained. I was asked by another man where the money was coming from to buy the lands in the first place if there was no money available for maintenance. I had to tell him, naturally, that it came from the taxpayer.

(I. T. Barnet)
District Superintendent.

ITB:B

(4)

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO.....

PLEASE QUOTE Gen.137

VANCOUVER,B.C., May 18, 1944.

G.Murchison, Esq.,
Director of Soldier Settlement and Veterans' Land Act, Ottawa.

Citizens Rehabilitation Council of
Maple Ridge and Pitt Meadows

I would refer you to your letter of March 31st last to the Secretary of the above Council at Haney, B.C., and other correspondence pertaining thereto. In Mr.Godfrey's absence I asked Mr.Berner to go and see Mr.H.C.N.Harris, Secretary of the above Council and, if possible, Reeve W.J.Park. Attached is copy of his confidential report to me dated May 9th, and Mr.Harris' letters of May 11th and 15th.

Last evening I attended the meeting at Haney, nine members of the Council being present, and it did not break up until 11 p.m. I gave them a general outline as to how the Department of Soldier Settlement was brought into the picture under Order-in-Council #5523 dated June 29th,1942, and pointed out that this organization had made appraisals on approximately 1050 properties in the protected area. I also advised them that in January 1943 another Order-in-Council was issued taking the Director of Soldier Settlement out of the picture, and authorizing the Custodian to dispose of properties held by Japanese. I then gave them a general outline of the procedure followed in the purchase of the holdings from the Secretary of State.

Discussion centered largely around the maintenance of these properties pending return of our men in the Forces. Mr.Briggs who I understand is Manager of the Haney Berry Growers' Co-operative (which I believe is controlled by the Pacific Co-operative Union at Mission) had the most to say, and the most complaints to make, generally to the effect that we were not giving long enough leases, and not enough compensation to tenants for any work they might do on the properties.

The matter of compensation is one of the factors that has been in the picture from the commencement. It was suggested that we should compensate tenants to maintain the plantations until the properties were needed, and that this should be charged to the veteran. I immediately took the stand that I was not prepared to recommend that the average civilian be paid for work done on a property, which might or might not add to its value, and that this be charged to the veteran. It is the old controversy of compensating a tenant and asking the taxpayer or veteran to pay. I see little chance of forcing tenants to carry out improvements, or pay compensation in lieu of same if they are not willing, when operating farmers cannot get help on the present labour market, and some of them are offering as

high as $100 a month and accommodation.

It was suggested that a new resolution would be framed and sent to me for my consideration and remarks before being forwarded to Ottawa. However, I pointed out that this procedure was not fair to me as the Council was at liberty to handle its ideas in any way it saw fit.

We then passed on to the question of settling men already returned and demobilized. I advised the meeting that settlement was confined largely to men with pensions but certain other types of cases could be handled. I thought it well to read to the Council your letter of April 10th on this subject. One of the members expressed the opinion that the letter was a fair statement of the fact, but he still felt if we proceeded with settlement now these men would be dealt with before general demobilization took place. Mr.Berner and I both agreed there was merit in this argument, but the fact remained that they would be using properties which otherwise might go into the backlog for settlement of men still in the Forces, and that these men should have first consideration.

We received a good hearing, and Mr.Park thanked us for coming out and explaining the general situation to them. Apparently they intended to pass over the last item on their agenda,namely, would the Board favour cooperation with the Agricultural Committee of the Rehabilitation Council in the disposal of all properties in the two Municipalities,etc.

I asked for permission to speak to this question, and pointed out that the Veterans' Land Act set out how men were to be qualified, and how land was to be purchased for them; also that, much as I would like to delegate my responsibilities, I could not see how we could meet a request of this nature. I suggested, however, that the Council could be of real assistance if they would bring to our attention lands that were for sale, and let us have their opinion as to suitability and whether they thought the price was in order. This brought up an entirely new field and, as practically all the lands in these municipalities are privately owned, there was not a great deal of response to the suggestion.

When we appraised the Japanese properties I had certain statistics compiled which I felt might be useful at some future date. In going over these figures this morning I find that twelve acres is the average size of the Japanese properties in Maple Ridge, and the average acreage in strawberries, raspberries, other cane fruits, orchards, vineyards is 1.2 acres. Only 39% of the acreage in these properties was cleared. I am convinced the average person still believes the Japanese had a larger acreage in small fruits than actually was the case, and that

(9)

they derived a greater portion of their living from small fruits than was the situation. Many of these men were working part of the year in industrial work,such as, in the woods and the fishing industry.

I think you will agree with me that even if every acre in small fruits passed out of existence it would not create any serious problem so far as these properties are concerned. As a matter of fact men such as Reeve Park,and one or two other good farmers present, were in agreement with me that probably it was better to get most of this acreage down to clover in order to build up the soil.

District Superintendent.

ITB:B
Enclosures

(10)

New Westminster, B. C.,
May 9th, 1944.

CONFIDENTIAL

District Superintendent,
Soldier Settlement & Veterans' Land Act,
Vancouver, B. C.

Your instructions of April 26th regarding the Citizens' Rehabilitation Council of Maple Ridge, were to the effect that I contact Mr. Harris, the secretary, and possibly Reeve W.J. Park as well.

I visited Maple Ridge today and had a talk with Mr. Harris but Mr. Park was in Vancouver for the day and I was unable to see him. During the discussion with Mr. Harris he told me something about his own relations with the Soldier Settlement of Canada and he evidently is not very happy because he told me that he was "in their clutches". However, he didn't want to bring that up and we stuck pretty close to the subject of the Japanese lands, particularly the renting of them.

I explained to him that the Director's policy, as laid down by our District Superintendent, was to the effect that the Field Staff should aim only at improving the properties and not let a cash consideration enter into it too strongly.

I also endeavored to make him agree that there had been a tremendous improvement in the handling of the properties this year as compared with previously. While he conceded this, it did not matter to him or his Committee which Department of the Government were actually handling the properties.

Mr. Harris was somewhat taken aback by the information which I was able to give him but insisted that a representative of the Department visit with his Committee some time in the near future to explain any points that the Committee members may wish to raise. We were joined in our discussion later by Mr. J.M. Heselton of Haney, President of the Local Branch of the Canadian Legion and still later by Mr. J.L. Brown, a Logging Operator in Haney. Mr. Harris will endeavor to call a meeting of the Committee some day next week and asked if he could get in touch with me by phone to arrange for a representative of the Department to be present. I told him "yes, I would be glad to go but that I could only act on instructions from my District Superintendent".

Mr. Harris is a man well up in years and is at present employed as
P.T.O.

(11)

a bookkeeper by Mr. Brown. One of Mr. Harris' sons was accidently killed when serving in the Airforce at some prairie station.

When I arrived at Maple Ridge I visited a man there whom you most likely know - Mr. Whitehead, Manager of Brackman Kerr Feed Store. Mr. Whitehead told me that he is in close touch with the agricultural community and that his impression is that the Jap farms are, generally speaking, in good hands this year but that some very undesirable tenants were in occupation up to the time that this Department took over the properties.

For your information, I am enclosing particulars of new leases picked at random in the Maple Ridge and Pitt Meadows districts. These go to show that the Fieldmen have carried out instructions in regard to securing cultural improvements to the former Japanese farms.

A. Berner,
Chief Inspector.

AB/EMJ
Encls.

BC/489 P - Rickenbacker Road - Pitt Meadows

New tenant ----- H.A. DALE

Leased for $125.00, plus improvements valued at $130.00
9 acres to be seeded (Credit $90.00)
(Remove old gooseberry bushes overrun with weeds) ($15.00)
(Cut and burn all brush around buildings)
Clean up rhubarb area that had gone wild ($25.00)
Term 7 months

In 1943 leased for $150.00 to Hopcott. He sublet to Nimmo for $300.00. Property was robbed and neglected and in run-down condition. Our endeavor has been to restore it to a worth while state.

BC/507 P - Pitt Meadows - near J.W. Park's farm

New tenant --- J.W. HUTCHISON

Leased for $125.00 plus 6 acres seeded to clover and grass for which $60.00 was allowed.

Bouffard leased in 1943 and neglected. Has now been let to a good tenant.

BC/513 P - Hammond Road - Pitt Meadows

New tenant--- J.S. ADRIAN (ex R. Kennedy)

Leased for $30.00 plus 3 acres to be seeded for value of $30.00.
Leased in 1943 for $60.00 - straws run out and grown to weeds.

BC/424 P - Hammond Road - Pitt Meadows

New tenant --- JEAN M. SANBORN (ex G.E. Preston)

Leased for $100.00 plus 3 acres seeded (Allowance $30.00)
A badly run-down property, soil very light.

Leased in 1943 for $150.00 - everything taken off and nothing done.

BC/214 P - 22nd Road - Haney

New tenant ----- A. EDMONSON (ex M. Beaton)

Leased for $105.00 plus work to value of $75.00 :
Seed down 3 acres,
Prun fruit trees, burn cut, and grub out brush,
Paint kitchen and paper 4 rooms
Leased in 1943 for $182.50 (never paid) - neglected and place grown to weeds.

(12)

BC/30 P - 2nd Avenue - Hammond

New tenant --- D.D. BALZER

Leased for $100.00 plus $75.00 for planting 1½ acs. to straws

BC/164 P - Dewdney Trunk Road - near 18th Ave.

New tenant --- N.B. HARRIS & H. DEAN

Leased for $50.00 plus $50.00 for improvements:
Seed down 2 acres
Prune orchard and endeavor to bring back all trees
Cut brush and young alders.

This property had been neglected for two years. It has been leased to a new tenant who has already made much improvement. (Rodenbush was 1943 tenant)

BC/97 P - 1st Avenue - Hammond

New tenant --- J. A. McLENNAN

Leased for $125.00 plus $50.00 for planting 1 acre to straws.

BC/86 P - 22nd Road - Haney

New tenant --- CECIL DUNN

Property terribly run down - New tenant has been put on who is to repair well and replace windows, also paint and paper 3 rooms, besides cultural work.

BC/190 P - No. 3 Road - Whonnock

New tenant --- GEO. GOW (ex B.E. Lidstone)

Leased for $100.00 property plus $90.00 for cultural work:
Seed down 1 acre
Plant to straws ½ acre

Poor tenant removed and replaced by good man.

BC/96 P - 31st Avenue - Whonnock

New tenant --- J.S. ROUSE
Leased for $95.00 plus $95.00 for cultural work:
Seed down 2 acres - Plant 1 acre to straws.
A big place badly neglected - good tenant put on who is taking care of it.

BC/[redacted] P - 27th Avenue - Whonnock

New tenant --- Z. ZARNOWSKI

A terrible shack and 5 acres of run-out straws and a hop field going to waste and weeds.
Leased for $5.00 and allowance of $50.00 made for seeding entire area to clover and timothy.

BC/495 P -

New tenant W. J. PARK

Improve house $20.00
Total rent $72.50 less above

BC/512 P -

Tenant --- D.W. ANDERSON

Farm in good shape.

COPY

CITIZENS' REHABILITATION COUNCIL

OF

MAPLE RIDGE AND PITT MEADOWS

HANEY.B.C.
May 11, 1944.

Mr.Berner,
Soldier Settlement Board,
New Westminster, B.C.

Dear Sir:

Following your recent visit, I have, this morning, seen Reeve W.J.Park, Chairman of our Agricultural Committee who has instructed me to call a meeting of this Committee for 8 p.m.

Wednesday May 17th next at Brown Lumber Office, Haney

He wishes me to invite Mr.Barnet, District Superintendent, to be present at this meeting, and I will thank you to let me know, as soon as possible, whether he can make it convenient to do so.

Yours truly,

sgd. H.C.N.Harris, Secretary.

HCNH.MG

(15)

COPY

CITIZENS' REHABILITATION COUNCIL OF

MAPLE RIDGE & PITT MEADOWS

Haney, B. C.,
May 15th 1944.

A. Berner, Esq.,
Chief Inspector,
Box 749,
New Westminster.

Dear Sir:

At Reeve Park's request I am enclosing an outline of the information we seek for use of our Committee in regard to the properties now held by your Board, for your convenience, so that you may have the opportunity of having such information at our meeting Wednesday.

Yours truly,

"H.C.N. Harris"

Secretary.

(16)

COPY

CITIZENS' REHABILITATION COUNCIL OF
MAPLE RIDGE & PITT MEADOWS

Ex-Japanese Properties

(1) Those expropriated and now under jurisdiction of Soldier Settlement Board.

(2) Those still held by Custodian of Enemy property.

(3) Those leased by Japanese owners.

1. Expropriated

Held for disposal under War Veteran Act regulations.

(Disposal deferred until after the war, except to Pensioners)

Are there any other exceptions to this ruling?

Are any options, verbal or written, being given by the Board to present tenants?

On what terms are these farms being leased to tenants?

How are rental values fixed?

What notice of termination is given?

What inducements are given to tenants to improve the properties?

What compensation for improvements at termination of tenancies?

Is it permitted for a tenant to lease more than one property?

What steps are being taken to protect the vacant properties and preserve the fertility of the farms?

What regulations govern the granting of benefits under the War Veterans Land Act, to approved applicants purchasing other than ex-Japanese properties, before the end of the war?

2. Properties still held by Custodian

Why have these properties not been taken over by the Board?

Is there any intention of their being taken over at any future time?

Meantime on what terms are they being rented?

What steps are being taken to preserve their values?

3. Leased by Japanese owners

Are these properties being expropriated?

If so, how will expropriation affect the leases granted by owners?

Will the present tenants have the option of purchase on termination of lease?

What supervision is made to see the properties are kept in good order?

(17)

Will the Board favour co-operation with the Agricultural Committee of the Rehabilitation Council in the disposal of all properties in the two Municipalities, in the following manner:-

(1) Notify this Committee of every application for settlement, giving full details as to suitability of applicant, identification of property, appraised value and suggested terms.

(2) Defer conclusions of agreement with applicant until this Committee has reviewed the case, and

(3) Give due consideration to the opinion of this Committee on the merits of any suggested agreement.

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. .....

PLEASE QUOTE.....

Vancouver, B.C., May 8th, 1944.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
MAY 10 1944
OTTAWA.

The Director, The Veterans' Land Act, Ottawa.

Dear Sir:-

I am pleased to be able to advise you that in the Supreme Court of British Columbia in the case of Trerise versus Evanocke Mr. Justice Bird has delivered a judgment that a tenancy "for the duration" cannot be considered a valid lease; it is "void for uncertainty". Mr. Justice Bird finds that this can constitute nothing more than a tenancy from year to year.

This should effectively dispose of all the duration leases which we took over, without the necessity of our having to take the matter into Court. The learned Judge's opinion is in accordance with that expressed to you by myself.

Yours truly,

W K Chandler

WKC/W

Legal Adviser.

Re:- Duration Leases

FROM: Col. Chandler

VLA104

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO.....

PLEASE QUOTE Gen.137

DIRECTOR OF SOLDIER SETTLEMENT RECEIVED MAY 6 1944 OTTAWA.

VANCOUVER, B.C., May 2, 1944.

G. Murchison, Esq.,
Director of Soldier Settlement and Veterans' Land Act, Ottawa.

25?

I have for acknowledgment your letter of April 20th with copy of letter from Mr.H.C.N.Harris, Secretary of the Citizens' Rehabilitation Council for Maple Ridge and Pitt Meadows, and your reply of April 25th. As a matter of fact I had taken action on this matter before receiving your letter, and asked Mr.Berner to see Mr.Harris and Reeve Park.

Mr.Harris is a settler under this office (file C.P.155) I am afraid he has not the right viewpoint on our work, or the work which I judge the Rehabilitation Council would like to do. He is a man apparently about 67 years of age with rather peculiar ideas as regards business matters, as is evidenced by the correspondence on his own file. I have known Mr.W.J.Park for many years as he used to be on one of our Advisory Boards. As a matter of fact he had a Japanese neighbour, and came in to see me about the property last year, and again early this year if my memorary serves me correctly. I think either he, or his son-in-law is renting this particular holding.

It appears to me that in many cases local people are trying to have organizations, such as the one named above, bring pressure to bear on us to compensate tenants for work they may do on any of these properties. If I consented to the requests that have been made I am afraid we would end up with financial entanglements that might run us into thousands of dollars. Anyone who is familiar with small fruits knows that plantations, such as strawberries, can become valueless in a period of two to three months in certain seasons of the year if not looked after. The majority of these properties have been growing small fruits so long with commercial fertilizer that we decided it was in the interests of the veterans as a whole to attempt to get as much acreage as possible seeded down to clovers and grasses to give the land a rest.

The deterioration complained about on these holdings all took place before we actually had the administration of them. Today with the labour marker still strong on industrial work there is no use of anyone being blind to the fact that a larger number of the tenants on these places primarily want housing accommodation. Furthermore, a good many of them thought that they were eventually going to get ownership and, naturally, they are disappointed that the lands have been acquired over their heads for the use of veterans.

When Mr.Berner's report is received you will be furnished

VLA 105

Remarks on situation by Mr. Berner + also Citizen's Rehabilitation Committee

OVER

with a copy.

(I. T. Barnet)
District Superintendent.

ITB:B

8-C-1

- Copy to be returned to Soldier Settlement -

Ottawa, April 25, 1944.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
APR 29 1944
OTTAWA.

H.C.N. Harris, Esq.,
Secretary-Treasurer,
Citizens' Rehabilitation Council,
Haney, B.C.

Dear Mr. Harris:

I have received your further letter dated the 20th in which you again refer to a resolution of your Council dealing with lands in the Fraser Valley acquired by the Director, The Veterans' Land Act, from the Custodian.

I can assure you that your previous letter dated March 23rd, on this subject, was not lightly dealt with. It was brought to the attention of the Director who in turn took the matter up with Mr. I.T. Barnet, District Superintendent in Vancouver, who is directly responsible for operations in the Provinces of British Columbia, and in that capacity can hardly be designated as "a subordinate local official, who apparently has little interest or grasp of the importance of the issues involved, and who we have no reason to believe has the initiative or powers to remedy the evils mentioned".

While I appreciate the interest of your Council in this matter, I must take issue with any suggestion that the administration is wilfully neglecting these properties. It has been pointed out to you by Mr. Barnet that this is the first year the administration of the Veterans' Land Act is responsible for the operation and maintenance of several hundred properties in the Fraser Valley formerly occupied by persons of the Japanese race. Your resolution was dated March 23rd last, and I think it is rather early to assume that nothing is being done to improve the state of cultivation or fertility of some of these farms. I may add further that there are some matters relating to clearance of titles which have not yet been satisfactorily adjusted and until this is done some caution must be exercised along the lines you have suggested. I might add further that Mr. Barnet, the Provincial Superintendent, is not only responsible for operations in the

- Citizen's Rehabilitation Committee
of Maple Ridge + Pitt Meadows

To:- Mr. Harris

Province of British Columbia, but he is also a fully qualified horticulturist and has a long and close acquaintance with the problems of small fruit production in British Columbia and elsewhere. He has very properly advised you that he does not propose to enter into leases on these lands which might easily militate against their being placed in the possession of a veteran when the appropriate time arrives. Leases on property of this kind, which involve substantial compensation for the tenants concerned, can easily become a fertile source of litigation later on. In the meantime, might I suggest that if you have a number of specific properties in mind where you feel that proper steps have not been taken, you refer the particulars to Mr. Barnet, and unless I am very greatly mistaken there will be a reasonable explanation forthcoming as to why there has been some delay in improving the condition of the properties concerned.

Yours faithfully,

T.A. CREERAR

CH/FK

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

OFFICE OF THE DIRECTOR

MEMO:

- Mr. Pratt -

As requested in your memorandum of the 22nd, I am attaching hereto draft reply for the Minister's signature to Mr. H.C.N. Harris, Secretary-Treasurer, Citizens' Rehabilitation Council, Haney, B.C. The correspondence which was attached to your memo, is returned herewith.

Director.

O t t a w a -
April 26, 1944.
FK.

April 25, 1944.

I. T. Barnet, Esq.,
District Superintendent, VANCOUVER, B.C.

I am attaching hereto copy of letter submitted for the Minister's signature together with copy of further letter received from the Local Rehabilitation Council.

The first time you are in the neighborhood you might have a talk with Harris, or have some of your senior field men try and put these people right on the situation.

Director.

Encls.

GM/FK

(3)

- Copy passed to Mr. I.T. Barnet, Vancouver -

Ottawa, April 25, 1944.

H.C.N. Harris, Esq.,
Secretary-Treasurer,
Citizens' Rehabilitation Council,
Haney, B.C.

Dear Mr. Harris:

I have received your further letter dated the 20th in which you again refer to a resolution of your Council dealing with lands in the Fraser Valley acquired by the Director, The Veterans' Land Act from the Custodian.

I can assure you that your previous letter dated March 23rd, on this subject, was not lightly dealt with. It was brought to the attention of the Director who in turn took the matter up with Mr. I.T. Barnet, District Superintendent in Vancouver, who is directly responsible for operations in the Province of British Columbia, and in that capacity can hardly be designated as "a subordinate local official, who apparently has little interest or grasp of the importance of the issues involved, and who we have no reason to believe has the initiative or powers to remedy the evils mentioned".

While I appreciate the interest of your Council in this matter, I must take issue with any suggestion that the administration is wilfully neglecting these properties. It has been pointed out to you by Mr. Barnet that this is the first year the administration of the Veterans' Land Act is responsible for the operation and maintenance of several hundred properties in the Fraser Valley formerly occupied by persons of the Japanese race. Your resolution was dated March 23rd last, and I think it is rather early to assume that nothing is being done to improve the state of cultivation or fertility of some of these farms. I may add further that there are some matters relating to clearance of titles which have not yet been satisfactorily adjusted and until this is done some caution must be exercised along the lines you have suggested. I might add further that Mr. Barnet, the Provincial Superintendent, is not only responsible for operations in the

(41)

Province of British Columbia, but he is also a fully qualified horticulturist and has a long and close acquaintance with the problems of small fruit production in British Columbia and elsewhere. He has very properly advised you that he does not propose to enter into leases on these lands which might easily militate against their being placed in the possession of a veteran when the appropriate time arrives. Leases on property of this kind, which involve substantial compensation for the tenants concerned, can easily become a fertile source of litigation later on. In the meantime, might I suggest that if you have a number of specific properties in mind where you feel that proper steps have not been taken, you refer the particulars to Mr. Barnet, and unless I am very greatly mistaken there will be a reasonable explanation forthcoming as to why there has been some delay in improving the condition of the properties concerned.

Yours faithfully,

GM/VE

Minister's Office

MEMORANDUM

Apr. 22, 1944

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
APR 25 1944
OTTAWA.

MR. MURCHISON,
Director of Soldier Settlement

Japanese lands - B.C.

Please have special note taken of the attached further letter (Apr. 20) addressed to the Minister by the Secretary of the Citizens' Rehabilitation Council of Maple Ridge and Pitt Meadows, Haney, B.C., and its enclosures, dealing with lands in these municipalities held by Soldier Settlement.

Kindly have a draft reply prepared for the Minister's signature, returning the correspondence.

L. B. Pratt
Private Secretary.

Encls.

- COPY -

CITIZENS' REHABILITATION COUNCIL
OF
MAPLE RIDGE AND PITT MEADOWS

Haney, B.C.

April 20, 1944.

Hon. T. A. Crerar,
Minister of Mines & Resources,
O t t a w a.

Dear Sir:

On March 23rd I sent you a copy of a resolution passed by our Executive Council, dealing with lands held in these Municipalities by the Soldier Settlement Board which you sent to the Director of Soldier Settlement who in turn sent it to the District Supervisor in Vancouver.

The Agricultural Committee of which Reeve W.J. Park is the chairman, who sponsored the resolution after careful study of the situation, feel that your action in dismissing such a resolution and passing it to a subordinate local official, who apparently has little interest or grasp of the importance of the issues involved, and who we have no reason to believe has the initiative or powers to remddy the evils mentioned, was hardly commensurate with the importance of the question, nor exactly courteous to the gentlemen who compose this Committee. These residents from all parts of the two Municipalities are men who have an intimate knowledge of the properties under review and are giving gratuitous service with the sole object of seeing that these properties are preserved from deterioration for the benefit of the coming young Veterans.

In order that you may review your action in the matter, I am enclosing at the request of Reeve Park a copy of reply from the District Superintendent dated April 6th as well as a copy of a reply to that letter I have addressed to him.

The Committee wishes me to point out the matter involved is of the very first importance and should have immediate action. The delay of even a few weeks, at this growing season of the year, may cause very great, perhaps irreparable, damage to the properties in question, and they beg you to take prompt action to see that everything possible is done to prevent this.

Yours truly,

(SGD) H.C.N. Harris,
Secretary.

(7)

- COPY -

CITIZENS' REHABILITATION COUNCIL
OF
MAPLE RIDGE AND PITT MEADOWS
Haney, B.C.

April 20, 1944.

I. T. Barnet, Esq.,
District Superintendent,
Soldier Settlement & Veterans' Land Act,
518 Rogers Building,
Vancouver, B.C.

Dear Sir:

In reply to your letter of 6th inst. I am asked by Reeve W.J. Park, Chairman of our Agricultural Committee, to inform you that this Committee have carefully considered your letter, and are disappointed you have given us no definite assurance or reply to the points raised.

It is assumed (although you do not so state) that together with a copy of our letter of March 23rd, you also received a copy of the resolution, to which it referred, and which was passed by our Board of Directors after careful preparation by the Agricultural Committee.

In regard to the leases, we are, of course, perfectly well aware that "no one is able to tell you when these men and women will be demobilized at the present time", and that it is the policy of the Board to hold these properties for resettlement until after the end of hostilities, but we pointed out that, in our opinion, the tenants occupying properties held by the Board should be encouraged to plant and make every effort to retain the productivity of the soil by assuring them of adequate compensation at the termination of their tenancies.

You state in your letter thatevery endeavour is being made to maintain the properties etc. and that such tenants are being given quite generous concessions in allowances on rent for these improvements. This statement is quite opposite to the facts we have gained in a cursory survey of such cases, we find that, while there is a marked difference in treatment of, in many cases, identical conditions, there are no grounds whatever for claiming that anything like adequate compensation is either given or contemplated, in any single case that has come under our notice. On the contrary we have learnt of several cases in which your field man discouraged tenants from planting crops which might require more than a few months to harvest.

(8)

This Committee feels that we may expect you to give us specific instances for which adequate compensation has been arranged, as well what steps are being taken and the amount of compensation you propose to make in the future.

In regard to the latter part of our resolution in which we ask that all farms which have run to waste, should be immediately cultivated, this is entirely ignored by you in your letter. We attach the greatest importance to the need for immediate action in this regard as many of the places we have under review, are already becoming infested with Canadian thistle and couch grass, and old stands of raspberries and strawberries are breeding disease, and unless prompt measures are taken, these places will not only be useless for settlement purposes, but will become a menace to surrounding properties.

We would also point out that the neglect of these properties conflicts with the stated policy of the Board to have them ready at short notice for resettlement by returned personnel after the war, for if nothing is done it will take 2 to 3 years to get them in good tilth again.

In regard to your last paragraph, we are not seeking thanks from any Department for taking an interest in matters so vital to the welfare of the new veterans and as, by your letter, you seem to have no appreciation of the seriousness of the position, we are again writing the Minister, urging him to take adequate measures to safeguard the interests of all parties concerned.

I would reiterate that this Committee, composed, as it is, of residents from all parts of the two Municipalities, has one object in view, which is to preserve the values of lands which are being held for resettlement by the new Veterans and to this end insist it is absolutely necessary that:-

(1) Immediate care must be taken of vacant properties, and
(2) that tenants must not only be encouraged by made to take proper steps to prevent deterioration of such properties.

The Committee wish particularly to stress the urgency of the matter, so your prompt attention and reply is requested.

Yours truly,

(SGD) H.C.N. Harris,
Secretary.

(9)

BRITISH COLUMBIA COAST GROWERS ASSOCIATION

A Service Organization Representing Berry, Tree Fruit and Vegetable Growers of the Entire Lower Mainland and Vancouver Island

P. O. BOX 160 - MISSION CITY, B. C.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
APR 10 1944
OTTAWA.

Resolution passed at the Annual Meeting of the B. C. Coast Growers March 20th, 1944, held in Mission City.

That the B. C. Coast Growers endeavour to encourage the growing of small fruits on Japanese farms by requesting that the Soldier Settlement Board pay the lessee so much per acre for strawberries and other fruits on his vacating the property. It is suggested that the sum of $100.00 per acre be paid for strawberries and proportionately more for raspberries, boysenberries and loganberries and that a copy of this resolution be forwarded to the Soldier Settlement Board and the Veterans Land Act, Mr. Geo. Murchison, Director, Ottawa.

Resolution by B.C. Coast Growers Association

COPY FOR - THE DIRECTOR

518 Rogers Building,
Vancouver, B.C., April 6th, 1944.

Mr. H.C.N.H. Harris,
Secy.,Citizens Rehabilitation Committee of
Maple Ridge & Pitt Meadows,
P.O. Box 1073, Haney, B.C.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
APR 10 1944
OTTAWA.

Dear Sir:-

A copy of your letter of March 23rd directed to our Minister, the Honourable T.A. Crerar, Minister of Mines and Resources, has been forwarded to this office.

This Spring is the first crop year the Veterans' Land Act is responsible for the operation and maintenance of several hundred properties which have been purchased by the Director, The Veterans' Land Act, from the Secretary of State. It is not possible to enter into leases of these holdings for extended periods for the reason that the properties will be required for the settlement of veterans on the termination of hostilities. No one is able to tell us when these men and women will be demobilized at the present time, but it is a responsibility of the officials of this Department to enter into leases which make it possible to obtain possession within a reasonable time when required. Every endeavour is being made to maintain the properties and tenants who are willing to make certain improvements to the buildings and to the land are being given quite generous concessions in allowances on rent for these improvements.

Thanking you for your suggestions and interest in this matter.

Yours truly,

I T Barnet

(I.T. Barnet)
District Superintendent.

ITB/GW

Citizen's Rehabilitation Committee
of Maple Ridge & Pitt Meadows

- Copy passed to Vancouver office -

March 31, 1944.

The Secretary,
The Citizens' Rehabilitation Committee
of Maple Ridge & Pitt Meadows,
P.O. Box 1073,
HANEY, B.C.

Dear Sir:

I have today received from my Minister, the Honourable T.A. Crerar, your letter of the 23rd accompanied by copy of resolution passed by your Executive Council. This matter is being brought to the attention of Mr. I.T. Barnet, District Superintendent in Vancouver, for such action as may be indicated in the circumstances.

Yours very truly,

Director.

GM/FK

(2)

Minister's Office

MEMORANDUM

For Resolutions
File 34

29th March, 1944.

Minister of
MAR 27 1944
Mines & Resources

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
MAR 30 1944
OTTAWA

Mr. Murchison.

I am attaching a letter addressed to the Minister by the Secretary of the Citizens' Rehabilitation Committee of Maple Ridge and Pitt Meadows, P.O. Box 1073, Haney, B.C., enclosing a copy of a resolution dealing with Japanese lands.

Will you please deal with this letter.

Encl.

W.J.F. Pratt,
Private Secretary.

4.

meeting

led for

rounding

of the

(3)

(4)

...oved design being
...ce is situated? (By
...ined together to form
... a "U" or an "L" on any
...esidences and other

.....

.....

.....Signature.

Minister of
MAR 27 1944
Mines & Resources

d-0

THE CITIZENS' REHABILITATION COMMITTEE
OF MAPLE RIDGE & PITT MEADOWS

P. O. BOX 1073
HANEY, B. C.

March 23, 1944.

Hon. T. A. Crerar,
Minister of Mines and Resources,
Ottawa.

Dear Sir:

I enclose copy of a resolution passed at a meeting of our Executive Council last evening.

It was emphasied that prompt action is called for to prevent these farms becoming a menace to surrounding property, as well to prevent rapid depreciation of the properties themselves.

Yours truly,

Secretary.

HCNH:MG
Enclosure

(4)

THE CITIZENS' REHABILITATION COMMITTEE
OF MAPLE RIDGE & PITT MEADOWS

WHEREAS the ownership and control of all Japanese farms in the Fraser Valley have been taken over by the Soldier Settlement Board for administration under the Veterans' Land Act and

WHEREAS the majority of the Japanese farms are now in a wild state, overgrown with weeds and a menace to the adjacent farms and

WHEREAS the present system of yearly tenancy, with a thirty day notice of termination, does not encourage the present tenants to improve or uphold the productive capacity of the farms

BE IT THEREFORE resolved that representations be made to the proper authorities that, in order to preserve the productivity of the said farms, the tenants occupying such farms be encouraged to plant and make every effort to retain that productivity by assuring them of adequate compensation on the termination of their tenancy, after inspection, for the labor and capital expended; and that all such farms, under the control of the Soldier Settlement Board, which have run to waste, be immediately cultivated and seeded down to clover, so that the fertility of the soil may be in some measure restored and enhanced for the benefit of the returned veteran who it is proposed to settle on such lands.

MAR 23 1944

(5)

DEPARTMENT OF
PENSIONS AND NATIONAL HEALTH
OFFICE OF THE ASSOC. DEPUTY MINISTER

Ottawa, March 29th, 1944.

MEMORANDUM:

Mr. Gordon Murchison,
Director, Soldier Settlement & Veterans' Land Act.

I attach hereto letter and resolution received from the Citizens' Rehabilitation Committee of Maple Ridge and Pitt Meadows, B.C., together with copy of my reply, which are self-explanatory.

W. S. Woods,
Associate Deputy Minister.

AIR MAIL

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
MAR 30 1944
OTTAWA

OTTAWA, March 29th, 1944.

H.C. N. Harris, Esq.,
Secretary,
The Citizens' Rehabilitation Committee
of Maple Ridge & Pitt Meadows,
P.O. Box 1073,
HANEY, B.C.

Dear Mr. Harris,

Your letter of March 23rd is to hand, attaching a resolution passed at a recent meeting of your Executive Council regarding Japanese farms in the Fraser Valley taken over by the Soldier Settlement Board.

As this is a matter that comes under the jurisdiction of Mr. Gordon Murchison, the Director of Soldier Settlement, I am passing this resolution to him.

Yours very truly,

W.

W. S. Woods,
Associate Deputy Minister.

gb

(6)

Dept. of Pensions and National Health
MAR 27 1944
Associate Deputy Minister

THE CITIZENS' REHABILITATION COMMITTEE
OF MAPLE RIDGE & PITT MEADOWS

P. O. BOX 1073
HANEY, B. C.

March 23, 1944.

W. S. Woods, Esq.,
Associate Deputy Minister,
Dept. of Pensions and National Health,
Ottawa.

Dear Sir:

I enclose copy of a resolution passed at a meeting of our Executive Council last evening.

It was emphasized that prompt action is called for to prevent these farms becoming a menace to surrounding property, as well to prevent rapid depreciation of the properties themselves.

Yours truly,

H. Cattanach.

Secretary.

HCNH:MG
Enclosure.

ack
Sent to
Dir of Soldiers Settlement.

(7)

THE CITIZENS' REHABILITATION COMMITTEE
OF MAPLE RIDGE & PITT MEADOWS

WHEREAS the ownership and control of all Japanese farms in the Fraser Valley have been taken over by the Soldier Settlement Board for administration under the Veterans' Land Act and

WHEREAS the majority of the Japanese farms are now in a wild state, overgrown with weeds and a menace to the adjacent farms and

WHEREAS the present system of yearly tenancy, with a thirty day notice of termination, does not encourage the present tenants to improve or uphold the productive capacity of the farms

BE IT THEREFORE resolved that representations be made to the proper authorities that, in order to preserve the productivity of the said farms, the tenants occupying such farms be encouraged to plant and make every effort to retain that productivity by assuring them of adequate compensation on the termination of their tenancy, after inspection, for the labor and capital expended; and that all such farms, under the control of the Soldier Settlement Board, which have run to waste, be immediately cultivated and seeded down to clover, so that the fertility of the soil may be in some measure restored and enhanced for the benefit of the returned veteran who it is proposed to settle on such lands.

MAR 23 1944

(8)

March 13, 1944.

Colonel W.K. Chandler,
Legal Adviser,
Soldier Settlement & Veterans' Land Act,
VANCOUVER, B.C.

RE: Leases and The Wartime Prices
and Trade Board.

Replying to your letter of the 6th, it would appear that local Enforcement Administrator and Enforcement Counsel are determined to stick to their guns in this particular matter, and while I have no intention of letting this thing drag indefinitely, I just haven't the time at the moment to make an issue of it. Meanwhile it is my understanding that only a limited number of the Japanese properties are affected by this ruling.

GM/FK

Director.

Leases + W.P.T.B.
Toi- Col. Chandler

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. .....

PLEASE QUOTE BC/94P

Vancouver, B.C. March 6th, 1944.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
MAR 10 1944
OTTAWA.

The Director of Soldier Settlement and Veterans' Land Act,
OTTAWA, Ontario

Dear Sir: Re: Leases and The Wartime Prices and Trade Board

I sent you a copy of a letter from the Enforcement Counsel of the Wartime Prices and Trade Board dated February 3rd and my reply of February 8th regarding the above. I now enclose you copies of a reply received from the Enforcement Counsel, together with a letter he had received from the Enforcement Administrator.

You will notice that the Enforcement Administrator in his reply overlooks the pertinent words "upon terms satisfactory to the Minister".

There is nothing more that I can do in this matter and am accordingly passing the correspondence to you for your information and for any further action which you may deem advisable.

Yours truly,

W.K. Chandler

WKC/W
Encl.

W.K. Chandler,
Legal Adviser.

VLA105

(2)

C-O-P-Y

THE WARTIME PRICES AND TRADE BOARD

318 Marine Building,
Vancouver, B.C.
March 1, 1944.

The Director, The Veterans' Land Act,
Soldier Settlement of Canada,
470 Granville St., Vancouver, B.C.

Dear Sir:

Re: Alice Owen,
R.R.#1, Hammond, B.C.,
Our File No. R-3308.

We recently concluded an investigation with reference to the present rental collected by you from the above named and our report, together with your submission to the effect that you do not come within the jurisdiction of this Board, were submitted to Ottawa for their consideration.

For your information we enclose herewith a copy of the Administrator's reply to us in which he indicates that your operations come under the provisions of the Wartime Leasehold Regulations.

Under the circumstances we would be pleased if you would advise us of the fact that the rent in question will be reduced to that in effect on the basic date and proper refund made to the landlord.

Yours truly,

"C.W. Brazier"

Enforcement Counsel.

(3)

C-O-P-Y

WARTIME PRICES AND TRADE BOARD

Feb. 18, 1944.

From: F.A. McGregor,
Enforcement Administrator,
Ottawa.

To: C.W. Brazier, Esq.,
Enforcement Counsel,
Vancouver.

Re: New Westminster Rentals -
Landlord: The Director, The Veterans'Land Act,
Your File: R-3308

We have your report of February 14 which we have carefully considered and we may say that we entirely agree that the Director, as a corporation sole on behalf of the crown in the right of the Dominion, is bound by the Wartime Leasehold Regulations by virtue of Section 2 (5). We cannot agree with the contention of the Director's solicitor that the provisions of P.C. 9029 are overridden by the fact that Parliament by statute conferred power on the Director to make leases on behalf of the crown. It seems to us that the statute did no more than confer enabling powers on the Director, which must be exercised subject to any existing legislation which was binding on the crown in the right of the Dominion. Unless the Director obtains an opinion to the contrary from the Department of Justice, we believe we should take the position that he is bound by the regulations and that the rent must be reinstated at the rate of $10 a month. We are enclosing an extra copy of this letter which you are at perfect liberty to hand to the Director's solicitor. We are returning the two leases.

(Sgd). F.A. McGregor

Enforcement Administrator.

(4)

Copy for - The Director

R-3308

BC/94P

Vancouver, B.C. March 6th, 1944.

Mr. C.W. Brazier,
Enforcement Counsel,
Wartime Prices and Trade Board,
318 Marine Bldg., Vancouver, B.C.

Dear Sir:

I am obliged to you for your letter of March 1st with a copy of a letter you have received from Mr. McGregor. Mr. McGregor appears to me to have overlooked the pertinent words of the sections of the Veterans' Land Act "upon terms satisfactory to the Minister".

I can only conclude from the wording of the section with regard to lands held by the Crown under the Veterans' Land Act that the responsibility as to leasing is shifted to the Minister of Mines and Resources and taken out of the hands of the Wartime Prices and Trade Board. It appears to me that if the words do not mean this, they mean nothing. How can a Cabinet Minister of the Crown exercise a statutory discretion subject to the Wartime Prices and Trade Board?

I am enclosing copies of this correspondence to my Director and shall await his instructions.

Yours truly,

W.K. Chandler,
LEGAL ADVISER.

WKC/W

(5)

- Copy passed to Mr. I.T. Barnet - Vancouver -

February 15, 1944.

Tom Reid, Esq., M.P.,
House of Commons,
O t t a w a.

Dear Mr. Reid:

RE: Mr. J.B. McCurrach, and
T. & C. Hirose property.

I refer to your letter of January 26th and our further telephone talk of the 10th instant.

Enclosed is copy of Mr. I.T. Barnet's letter of February 12th to Mr. McCurrach. The action taken by Mr. Barnet satisfactorily closes this matter.

I might say that in the re-leasing of approximately 400 of these Japanese properties to-date, Mr. McCurrach's complaint is the first of its kind to be made. This indicates that the District Superintendent and Vancouver staff have handled a difficult job very well indeed.

Yours very truly,

Encl.

WMJ/FK

WMJ
Director.

Re:- J.B. McCurrach + Hirose property
To:- Mr. T. Reid, M.P.

Mr. Jones

R. the 3 letters hereunder.

(a) D. [redacted] letter 7/1/24
You probably will wish to write Mr Reid personally.

(b) and (c) copies Col. Chandler's letters Feb. 8th & 9th. — no action seems necessary on part H.O. right now.

(b) Stand taken by the Col. is inconsistent with Justice ruling 18/10/43 but it is probably as good a means as any of bringing out a specific case which the Director can take up with Justice or our Minister with view to gaining exemption Rental Control.

(c) Director probably would be interested in seeing letter 9th. but do not consider it essential he do so until and unless something further turns up.

W.J.G.

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. .....

PLEASE QUOTE... BC/524P

Air Mail

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
FEB 14
OTTAWA

VANCOUVER, B.C., February 12, 1944.

Attention: Mr.W.M.Jones

The Director of Soldier Settlement & Veterans' Land Act, Ottawa.

Re: T.& C.Hirose property

Your letter of the 10th instant has been received. In accordance with your instructions I have written Mr.McCurrach, and enclose a copy for your information.

(I. T. Barnet)
District Superintendent.

Enc. ITB:B

(2)

VLA 104

COPY FOR HEAD OFFICE

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. .....

PLEASE QUOTE.....
BC/524P

518 Rogers Building,
VANCOUVER,B.C., February 12, 1944.

Mr. John Bruce McCurrach,
1474 Mary Avenue,
New Westminster, B.C.

Dear Sir:

Re: Blk."C" of S½ Sec.16,Blk.5N,
Rge.1W, Map 5021, N.W.D.

You have a lease in your possession on the above mentioned property which you made with T. Hirose, and his wife C. Hirose, on the 7th day of May, 1942. This lease is for a period of three years. The property has been sold by the Secretary of State to the Director of the Veterans' Land Act, and your lease has been assigned.

This Department is prepared to allow this lease to continue until expiry of same under its present terms. I hope this will be satisfactory to you.

Yours truly,

(I. T. Barnet)
District Superintendent.

ITB:B

VLA104

(3)

COPY FOR INFORMATION OF THE DIRECTOR

R-3308

BC/94P

Vancouver, B.C.
February 6th, 1944.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
FEB 14 1944
OTTAWA.

Mr. C.W. Brazier,
Enforcement Counsel,
Wartime Prices and Trade Board,
318 Marine Bldg., Vancouver, B.C.

Dear Sir:

I have your letter of February 3rd with regard to a complaint which has been filed and am much obliged to you for bringing the matter to my attention. I have previously taken this matter up with your Board but did not pursue the point because the complaint was unnecessary and the tenant had an erroneous opinion about what the Director proposed to do.

I desire to correct your misapprehension that this property is being dealt with by the Soldier Settlement. The property has been acquired by the Director, The Veterans' Land Act, from the Custodian of Enemy Property under the terms of an Order-in-Council authorizing the Custodian to sell these properties. I would refer you to Section 5 of the Veterans' Land Act, Chapter 33, 6 George VI. You will find that the Director is the agent of His Majesty in the right of Canada. He has no capacity to sue or be sued and any contracts into which he may enter in regard to the land are made solely as agent for the Crown. I do not need to cite you cases dealing with Soldier Settlement in which this fact has been upheld. The wording of the Soldier Settlement Act in this regard is identical with the wording of the Veterans' Land Act. The Custodian is in a different position because as long as he held these lands he held them as agent for the Japanese evacuees, and not in the same capacity in which they are held by the Director.

I should draw to your attention the fact that the Veterans' Land Act was assented to on the 1st of August, 1942, and that by Section 20 the Director may lease, pending sale, upon terms satisfactory to the Minister. Parliament, it appears to me, has enacted how and by whom these lands are to be leased. I am not convinced that an Order-in-Council can override such clear and recent legislative action, nor that a further Order-in-Council under P.C. 9029 would be necessary to implement the Act.

Lessining + W.P.T.B
FROM: Col. Chandler

I shall be glad to hear from you on this point because I have been waiting for some time for the question to arise in order that it may be dealt with. You will understand that an impossible situation will be created in regard to the 750 Japanese properties which we have acquired if the question of rental is to depend on the decision of your Board, which has no knowledge of the properties and is not administering them. It is part of our responsibility to administer these properties with a view to their improvement before they are at some future date allocated to a returned soldier of this war. Our whole policy of leasing is directed towards this end. I do not see how divided responsibility is practicable on this matter nor how the rules and conditions applicable to leases by a civilian are to be undeviatingly applied to the administration of an Act of the importance and magnitude of the Veterans' Land Act.

I am sure you will agree that this question must be settled and it may just as well be settled now as postponed to any future date. Already I am receiving enquiries from our field men on this point and you will gather from the above what my advice to them has been.

Yours truly,

W.K. CHANDLER,
Legal Adviser to The Director,
The Veterans' Land Act.

WKC/W

Noted
No action necessary now.
Presume Col. Chandler will let us
have copy his letter to Brazier reply
and whole question of Rental Control
can be reopened with Justice or Labour
up with Minister.
D.M.

(2)

C-O-P-Y

THE WARTIME PRICES AND TRADE BOARD

318 Marine Building,
Vancouver, B.C.
February 3, 1944.

oldiers' Settlement of Canada,
470 Granville St.,
Vancouver, B.C.

Dear Sirs: Re: Our File R-3308.

An investigation of a complaint with reference to increased rental lodged with us, discloses that a lease was made on the 10th of December,1942,renting the house and furnishings situated in the Municipality of Maple Ridge, Lot 1 of Lot 276 and 279, Group 1, Map 3497, N.W.D., to one Charles Arthur Owen, at a monthly rental of $10.00 per month.

The investigation further revealed that some time after the expiration of the term of this lease a new lease was signed by Mrs. Owen of the same property,which provided for a rental of $15.00 per month.

Although the housing accommodation here rented was the property of the Crown as represented by the Secretary of State for Canada, acting in his capacity as custodian,it is not a Crown property which is specifically exempted from the provisions of rent control. Section 2 (4) of the Wartime Leasehold Regulations established by Order in Council P.C. 9029 states that subject to any action taken by the Governor in Council after November 21, 1941,His Majesty in the right of Canada or of any Province of Canada shall be bound by the provisions of these regulations and of any Order. Order No. 294 of the Wartime Prices and Trade Board, respecting maximum rentals, specifically exempts any lease of any housing accommodation in which His Majesty in the right of Canada is landlord and the Wartime Housing Limited is His agent.

The property in question here does not fall into the latter classification and therefore in our opinion is governed by the Wartime Rental Regulations. Therefore,neither the Soldier Settlement Board nor the Secretary of State in his capacity as custodian would be entitled to collect the increased rental which they are charging for the premises in question unless they had first made an application to the Rentals Administrator under the provisions of Order No. 294 for permission so to do on the grounds for such application outlined in the Order.

It would appear from the investigator's report herein that this property originally belonged to the Japanese and that it was taken over at the outbreak of war by the custodian. The basic

P.T.O.

(3)

COPY FOR INFORMATION OF THE DIRECTOR

BC/527P

Vancouver, B.C. February 9th, 1944.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
FEB 14 19[illegible]
OTTAWA.

Mr. James M. Campbell,
Mission City, B.C.

Dear Sir:

Re: Ichiro Imahashi and Pacific Co-operative Union

I have your letter of February 4th and hope you are feeling better. There was no need for any explanation from you. I must correct certain errors which are contained in it.

(1) In the first place, you state most of these leases contained a clause appointing the Pacific Co-operative Union the agent of the Japanese owners to deal with the lands in 1943 and subsequent years. I do not need to elaborate to you the fact that an Attorney under Power can do no more than his principal could do, and that therefore when the Custodian took over the rights of the Japanese, and the Japanese thereby ceased to have the power to lease the property, the power of attorney to the Pacific Co-operative Union automatically lapsed. I must, however, point out to you that in the lease in question this clause is deleted. The Pacific Co-operative Union had no power to lease these properties in 1943 as agent for the Japanese.

(2) The Soldier Settlement of Canada did not break any existing Japanese leases, nor make any new leases. Under the authority imposed on it by an Order-in-Council the Director of Soldier Settlement was required to approve of new leases and dealt only with new leases submitted by the Custodian. The Director could not and did not make or break any leases.

(3) Had the Pacific Co-operative Union protested to Soldier Settlement against an existing lease being cancelled, the Soldier Settlement would properly have replied that it had no authority or control in that respect.

(4) I am curious to know where you get the information on which you conclude that Soldier Settlement forgot about this lease, although I cannot see what that has to do with the question. The lease was never submitted to Soldier Settlement. You are therefore misinformed that the Director, The Veterans' Land Act, is desiring to take advantage of any error on his part or on the part of Soldier Settlement.

Re:- Pacific Co-op. Union
FROM:- Col Chandler

(5) You are misinformed on the facts when you ...ation "the intermeddling of your Department". The Government ...cided that after the date of the Order-in-Council no lease of any agricultural land in a protected area of British Columbia owned by any person of the Japanese race or by any Japanese company should be made without the consent of the Director of Soldier Settlement. You may disagree with the action of the Government, but the Director of Soldier Settlement had to obey the Order-in-Council.

(6) I do not know what your client means by "putting it back in the position it was in,etc.". The lands have been sold to The Director, The Veterans' Land Act, free from all claims of any Japanese former owners. They are bought for the purposes of that Act and must be so dealt with. Your client's claim is neither legal, practical, nor possible. The Japanese are not on the farms and their interests have been alienated.

I appreciate the remarks in the last two paragraphs of your letter and am glad to receive a frank statement that the Pacific Co-operative Union refuses to pay the rent,although it does not violate its contracts, and of its general attitude towards the Department. I have no comment to make on this since it is a matter which does not concern me, but a copy of your letter, and of this letter, is being sent to my Director in order that he may fully understand the stand taken by the Pacific Co-operative Union in regard to its dealings with the Director, both last year and in the future.

Yours truly,

W.K. Chandler,
LEGAL ADVISER.

WKC/W

Noted. No action by A.

(2)

C-O-P-Y

AMES M. CAMPBELL
Barrister-Solicitor
& Notary Public

Box 501, Mission City, B.C.
February 4th, 1944.

W.K. Chandler, Esq.,
Legal Adviser,
Soldier Settlement of Canada,
Rogers Bldg., Vancouver, B.C.

Dear Sir: Re: Ichiro Imahashi and Pacific Co-operative Union-Your File-BC/527P

Yours of January 20th to Pacific Co-operative Union has remained unanswered to this time owing to my illness.

I quite agree with you that Pacific Co-operative Union executed a lease on the 8th of May 1942 under its corporate seal. I would also point out to you that approximately three hundred other leases were also executed both before and after that date but also in the year 1942 whereby Japanese owners and occupants leased their lands to tenants and these leases were financed by Pacific Co-operative Union for the aforesaid Japanese owners and occupants. Later these Japs were evacuated by the B.C. Securities Commission. All of these leases contained a clause appointing Pacific Co-operative Union the Agent of the Japanese owners and occupants to deal with the lands described in the various leases for the years 1943 and subsequent years. Included amongst these leases were leases direct to Pacific Co-operative Union as tenant of the Japanese. Subsequently over the protests of Pacific Co-operative Union the Soldier Settlement of Canada chose to break every one of the leases except this one which they evidently forgot about and in each case the Soldier Settlement entered into an entirely new lease with the former tenant.

Now I quite agree with you that the leases I drew were valid leases and ought not to have been interfered with. The Pacific Co-operative Union does not violate its contracts and never will. However, it takes the attitude and rightly so, that if you will place it back in the position it was in with respect to all Jap lands in the Fraser Valley prior to the time of the intermeddling of your Department with the lands in question, it will also honour this lease, but for the life of me I cannot see why the Soldier Settlement of Canada would ever wish to take advantage of its own error in one particular case out of three hundred.

You may take it without question that the Pacific Co-operative Union refuses to pay the rent demanded by you and will only do so under an Order of the Court. I do not think I have to belabour this point any further as I am quite sure

(over) (3)

you will see that any action which might be taken by you would place my client in a position which would not be a very happy one for the Soldier Settlement of Canada.

Yours very truly,

"J.M. Campbell"

JMC:JE

air-mail

February 10, 1944.

Personal attention

I. T. Barnet, Esq.,
District Superintendent, VANCOUVER, B.C.

Dear Mr. Barnet:

RE: T. & C. Hirose property.

I have your letter of the 7th instant in reply to mine of January 27th.

My original intention was to send your report together with Field Supervisors' reports to Mr. Reid, M.P. so that he would have full information regarding the proposition from departmental point of view. I have decided not to do this for the simple reason that Mr. Wiltshire's report and our official stand to-date in this whole transaction savors of very arbitrary action having in mind Mr. McCurrach's position in the matter.

I have been assured by Mr. Reid today on the following points:

(1) That he knows Mr. McCurrach to be a reputable and entirely reliable citizen.

(2) That he knows this to be a personal lease proposition between Mr. McCurrach and Herose, and not in any sense a company transaction.

(3) He has every reason to believe that $500 cash from McCurrach to Hirose was in fact the consideration.

On the above assurances and having regard to the fact that this property was valued at only $600., was classified by you as unsuitable for veteran land settlement, and that McCurrach has made, or caused to be made, fairly extensive improvements, there is very sound ground to recognize the three year lease and permit Mr. McCurrach to have control and possession of the property without further payment by him until April 17th, 1945.

Please notify Mr. McCurrach to this effect and on receipt of your advice that this action has been taken, I will again get in touch with Mr. Reid.

I might add that we are fully aware of the great variety of problems you have faced in the handling of this whole Japanese land

P.T.O.

Mr. J. B. McCurrach + the Hirose property
To:- Mr. Barnet

business, the cancellation of leases, and the re-leasing of lands, etc. As you have pointed out the undertaking on the whole has been not only a large one but a satisfactory job well done. There are exceptions, however, where it is possible for us to slip up, and I believe the McCurrach-Hirose deal is a case in point.

Yours very truly,

WMJ.

WMJ/FK

Director.

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. 8-6-1

PLEASE QUOTE BC/524P

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
FEB 9 19
OTTAWA.

Air Mail

VANCOUVER,B.C., February 7, 1944.

Attention: Mr.W.M.Jones

The Director of Soldier Settlement and Veterans' Land Act, Ottawa.

Re: T. & C. Hirose property

Your letter of January 27th, with enclosures, was duly received. According to the records on our file John Bruce McCurrach, 1474 Mary Avenue, New Westminster, agreed to lease the above property from the Japanese, Tokuji Hirose, and his wife, as from the 17th April, 1942, for the duration of the war for $500 cash. Later, on the 7th day of May, 1942, a new lease was drawn up as from the 17th April, 1942, for a period of three years for a consideration of $500 which was acknowledged, the Lessor agreeing to pay the taxes on the said property, and also that the Lessee should have all berry crops. This lease is subject to cancellation by either party before the unexpired term by thirty days' notice in writing. The Lessor also agrees to compensate the Lessee for work done, and for any disbursements incurred by the Lessee should the Lessor cancel the lease by thirty days' notice in writing.

I am enclosing a copy of Mr.Wiltshire's report of December 21st, 1943, with Mr.Godfrey's remarks on the margin. You will note Mr. Wiltshire has suggested to Mr.McCurrach that he lease for one year as from November 1st, 1943, for $75. Mr. McCurrach is Manager for the Brackman-Ker Milling Company at New Westminster. This firm was doing business with quite a number of the Japanese farmers in the Fraser Valley before they were evacuated, particularly the poultrymen.

It is quite clear to me that when we were responsible for approval of leasing the properties, a number of Japanese were indebted to this firm and, naturally, they were attempting to get settlement of their debts so far as possible from the revenue from these properties. If I remember correctly the Custodian officially recognized their right to collect rents where they had outstanding bills with the Japanese. I do not know whether the lease in question is one in which the company is interested, or whether Mr. McCurrach rented this farm privately. The fact remains that the lease is in his name.

I have never discussed these leases with Mr.McCurrach but, from remarks made to some of our employees from time to time, it is apparent that he is not greatly pleased with our coming into the picture. You will note from Mr.Reid's letter that McCurrach still contends he should be allowed to buy the property, or be compensated for any money he alleges to have put out on it.

We have no evidence, other than the lease itself, that $500 cash was paid for the lease of this property. It is possible that this Japanese might have owed the Brackman Ker Milling Company $500 and, for full settlement of this bill, agreed to the lease he gave before being evacuated. As you know we have run into all kinds of terms and conditions on which leases were given by the Japanese. Naturally, since the Director purchased these properties, it has been necessary to standardize the general terms of our leases. In some instances the terms led one to believe that there must have been considerations other than those set out in the lease.

Colonel Chandler advised all tenants in the usual way where the lease could be broken that we were taking over the property, and were terminating existing leases. We have now re-leased in the neighbourhood of four hundred properties, and have not experienced any great difficulty with the majority of the tenants. They have been quite willing to meet us on any reasonable compromise. As a matter of fact they feel they are in a much more secure position to have a lease from the Crown, rather than a Japanese. Mr.McCurrach is one of the very few exceptions. As a matter of fact, to the best of my knowledge there are only one or two other cases so far, and in practically every case they have wanted to buy the property. Mr.McCurrach planted black-currant bushes, and if he expected to get any revenue worth-while from them, then he must have intended to buy, or hoped for an extension of his present lease.

You will observe from the foregoing that marked progress has been made in cleaning up the rental situation. On the whole we have found the public reasonable, and willing to appreciate the problems with which we were confronted which were not of our own making. The fact that your office has been almost free of any correspondence from tenants would, I think, indicate that they feel they have been fairly dealt with as a whole. I do not see why we should treat Mr.McCurrach in a different manner from other tenants.

I would not advise making any further counter proposal at this time other than that which has already been communicated to Mr. McCurrach by Mr.Wiltshire.

(I. T. Barnet)
District Superintendent.

ITB:B
encl.

(31

S.S. Form No. 323 COPY Sheet No.....

Field Supervisor's Report

(State whether Farm Management, Location, Progress, Collection, Adjustment, Etc.) J.L.572

~~Settler~~ John Bruce McCurrach Loan No..... DATE OF REPORT

District.....

Address.....

Day	Month	Year
21	Decr.	1943

Above man, Manager for B.& K. holds a 3 year lease from April 17/42 on this property for which he says the sum of $500 was paid the Japanese owners. Considerable work has been done on place. Strawberries are in excellent shape and cabbage plants have been set out for seed.

McCurrach thinks he should have compensation for the proportion of rental which would have carried him until April 17/45 under the Jap agreement and is hesitant to sign lease until he has some understanding in writing as to who he can look to for recovery of same. If necessary he intends to take action against the Jap.. for it.

It was necessary to tell him bluntly that we could accept no responsibility for any arrangement of any nature entered into with the former owners & that we must have a lease if he is to remain on the property. He has asked for sufficient time to air mail the Custodian of Enemy Affairs at Ottawa with a view to obtaining a ruling in writing as to who he can look to for recovery of rent paid until April 17/45.

Have intimated that a rental of $75.00 for one year from Nov.1st would be agreeable to us and believe he will sign on receipt of a ruling on the above matter.

sgd. W.E.Wiltshire.

II. Tenant has been in to see me previously and has consulted his lawyer. He will be given 2 weeks to decide and get his letter away and answered. I have made it clear to him before that he must deal with this office.

"T.G."

21.12.43.

(41)

"copy sent to Vancouver Office"

File Nos 8-6-1
B.C.-524P.

January 27th,1944.

Mr. Tom Reid, M.P.,
House of Commons,
O t t a w a.

Dear Mr. Reid:

I have your letter of the 26th instant asking for information concerning the case of Mr. J. B. McCurrach of 1474 Mary Avenue, New Westminster, who early in 1942 leased a farm from a Japanese named Hirose and who was recently notified that his lease has been cancelled.

There is no information available to me in regard to this particular case and I am asking the District Superintendent at Vancouver for a report on the situation. After this report has come to hand I shall write you again. In the meantime, I may say that when our Organization took over the Japanese lands it was found that the leasing arrangements were in such a confused and unsatisfactory state that there was really no alternative but to renegotiate a great many of the leases and it would seem that the steps taken in this connection by our Vancouver Office may have raised some ungrounded fears in Mr. McCurrach's mind.

Yours very truly.

W. Murray.

General Superintendent.

JFN:AB

(5)

airmail

File Nos. 8-6-1
B.C.-524P.

January 27th, 1944.

I.T. Barnet, Esq.,
District Superintendent, VANCOUVER, B.C.

Attached hereto is a copy of an exchange of letters between Head Office and Mr. Tom Reid, M.P., concerning certain complaints which have been made by J.B. McCurrach of 1474 Mary Avenue, New Westminster, in regard to the cancellation of his lease covering the Hirose farm.

Will you please let me have a full report on this case at your earliest convenience.

According to our records the property in question was appraised by Mr.McKay in July 1942 and its value was placed at $600.00. You indicated that in view of the poor buildings, inferior soil, lack of electric power and unfavourable location you classed the property as not suitable for Veterans' Land Settlement. Mr. McKay in his report stated that according to Mrs. McCurrach their understanding with Hirose was that they would keep the place in good order for the duration in consideration for paying the taxes. This statement is not as clear as it might be but it certainly does not indicate that any rental was being paid and in the circumstances, it is difficult to understand the intimation in Mr. Reid's letter that McCurrach paid Hirose $500.00 cash.

If you can clear up the uncertainty as to rental which McCurrach paid or agreed to pay to Hirose please do so.

W.M.J.

General Superintendent.

Encl:

JFN:AB

(6)

Jan 27

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
JAN 27 19
OTTAWA.

House of Commons
Canada , Ottawa, January 26th, 1944.

Mr. W. J. Jones,
General Superintendent,
Soldier Settlement of Canada & Veteran's Land Act,
Sovereign Building,
71 Bank Street,
O T T A W A.

Dear Mr. Jones:-

I am sending you particulars of the case, which I discussed over the phone with you yesterday.

Early in 1942 Mr. J. B. McCurrach of 1474 Mary Avenue, New Westminster, leased directly a farm belonging to a Japanese. He paid Mr. Hirose $500.00 cash at the time of the lease so that the Jap could clear up his indebtedness before he left. Mr. McCurrach further insured all the goods and chattels belonging to the Jap for a three year period. Mr. McCurrach planted strawberries, which as you know do not bear the first year, he likewise planted black currant bushes, which would not bear for two or three years. He expended money on fertilizer, hoe, weed, cultivate and has kept the place I believe in first class shape. The lease was a three year lease.

Seventeen months after the lease was drawn up, he tells me, that he received from the Administrator of the Veteran's Land Act a communication that they were now the owners, and his lease cancelled. Mr. McCurrach claims that he should either have the choice to buy the place or that he be indemnified for the outlay of monies.

He has some severe criticism to make about the Administrator of the Veteran's Land Act not only ignoring his claim but now demanding rent from him for the remaining nineteen months unexpired term of the lease.

Would appreciate your having the matter looked into and in the light of the representations made.

Yours very truly,
T. Reid.
TOM REID,
MEMBER FOR NEW WESTMINSTER.

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

OFFICE OF THE DIRECTOR

MEMO Miss Kelly.

Pass to Mr Bennett to read
& note while he is in Ottawa

Speak by
Bennett in Conf. room.
P.A.C.

VIA AIR MAIL

January 3rd, 1944.

Personal

Arthur Laing, Esq.,
P.O. Box 219,
VANCOUVER, B.C.

A-6-1

My dear Arthur:

I received your letter of the 29th in which you refer to the tenancy of Mr. Ed Gilmore on one of the Japanese properties at Port Coquitlam.

I can readily understand Mr. Gilmore's position in the matter but at the same time we have quite a variety of problems of our own to contend with. The leasing of quite a number of these properties had to be carried out quite hurriedly by the Custodian, or by the Japanese owner with the concurrence of the Custodian prior to the time that the control of leasing was placed in my hands. Without in any way criticizing the arrangements made, I can see that considerable difficulty has arisen from time to time and I am sure that the action proposed by Mr. Barnet or Mr. Godfrey is not being dictated by any desire or intention to embarrass Mr. Gilmore or any other worthy tenant. It is purely a matter of necessity in getting these matters so arranged that our future administration in relation to the use of these lands for veteran settlement purposes will be clarified.

We have no way of knowing just when the war will end and it would be most unsatisfactory indeed if we were to find ourselves committed to long term leasing arrangements which would make it very difficult for us to dispose of a given property to a veteran. In the meantime, however, I do not think there is any intention on the part of Mr. Barnet or Mr. Godfrey to administer short term leases along lines which will make it impossible for a tenant to carry out his operations along reasonably secure lines. At the same time if we commit ourselves to the payment of substantial compensation for the cancellation of the lease these costs simply add to the cost of the land and will be reflected in an increased sale price to a veteran. I merely mention these things to assure you that we have troubles of our own.

With regard to ultimate disposition I must also tell you that no commitment can be made at this time on behalf of any individual now serving with the active forces, or who may have already been discharged from the forces. These lands, as you know, were purchased for the purpose of resale to veterans and it would be entirely unfair to the whole body of enlisted men from the Fraser Valley and Vancouver area who are still

Re:- Mr. Gilmore + son
To:- Arthur Laing

on active service to single out any given property for disposition to any specified man in the service or out. For the present time it is the fixed intention to hold all these properties off the market and to delay disposition until demobilization has reached a stage where we can properly justify offering these lands for sale along lines which will give quite a substantial number of British Columbia veterans an opportunity to compete for priority on an equal basis. There will be no competition as to price because these will be fixed by the administration.

I expect to see Mr. Barnet in Ottawa at the end of this week and will endeavour to discuss this particular matter with him.

Thanking you for your interest.

Yours faithfully,

GM/FK

Director.

CABLE ADDRESS
"BUCKFIELD"

TELEPHONE
HASTINGS 5400

Buckerfield's LTD.

BUCKERFIELD'S B FERTILIZERS

P. O. BOX 219
VANCOUVER, CANADA

Distributors
ELEPHANT BRAND
PLANT FOODS



December 29, 1943

AIRMAIL

Mr. Gordon Murchison,
Director, Dominion Land Settlement Board,
Confederation Building,
Ottawa, Ont.

Dear Gordon:

I am writing you concerning a lease on a Japanese property formerly owned by Sugi Mitsui, located in the city of Port Coquitlam, and on which the tenant is now Mr. Ed Gilmore.

Mr. Gilmore had a lease approved by Magistrate Harry Johnston of New Westminster, effective July 1, 1942, for a period of three years. This lease was then presented to the Custodian of Enemy Property, who at that time had these properties under his supervision, and was approved by him.

I do not wish to be critical, but would point out that the period during which the Japanese were leaving the Coast was an extremely unfortunate one insofar as it affected the value of their properties. Many of the farms required immediate attention, which was not forthcoming, and fell prey to weeds and dis-repair. Most certainly if these farms are to be retained for veterans, the important thing is to maintain both their productive capacity and their improvements. Having seen the farm on which Mr. Gilmore holds lease, I would estimate that perhaps none of the Japanese farms is being used to better advantage. He has at present approximately 3,000 poultry and in addition is cultivating a considerable acreage of miscellaneous crops, such as asparagus, peas, etc. I am giving away no secret when I say that he took over the farm primarily with a view of holding it for his younger brother, Douglas, who is with R.C.A.F. Overseas.

Within the last week he has had a visit from Mr. Godfrey of your New Westminster office, advising him that his lease is now

(31

continued/

Mr. Gordon Murchison. December 29, 1943

invalid and that he must write a new lease at double the rental for a period of one year only, beginning January 1. I realise that it is necessary to review many of these leases lest collusion should be present. Mr. Gilmore does not object to paying the new rental specified, but you will appreciate that a lease on a yearly basis is of very little value in a sizeable operation where planning is requisite.

Later I spoke to Mr. Barnett, who advised me that there is no alternative than the writing of a new lease and he told me that if Mr. Gilmore demurred, the Department would proceed to exercise a clause in his old lease providing for termination in six months by the owner. Quite obviously, if the lease is invalid, it would seem unfair to lean upon one of its clauses.

My understanding is that these farms are being retained for veterans settlement and I assume that to qualify a man must be discharged from the Services. If this is not the case, Mr. Gilmore advises me that his brother, Douglas, is prepared to purchase the farm now if an agreement can be reached.

Would you be kind enough to drop me a line on this matter when you have an opportunity of reading this somewhat lengthy epistle.

Permit me also at this time to extend kindest regards and best wishes for the New Year to yourself and family.

Yours truly,

Arthur Laing.

AL:jc

(4)

DIRECTOR OF SOLDIER SETT. RECEIVED NOV 15 1943 OTTAWA.

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

[redacted]

A-6-1

SOLDIER SETTLEMENT OF CANADA

Vancouver, B.C.
November 13th, 1943.

Via Air Mail

RECEIVED NOV 22 1943 BOARD

G. Murchison, Esq.,
Director of Soldier Settlement & Veterans' Land Act,
Ottawa, Ontario

Dear Sir:

Following your letter to Mr. McPherson of November 4th and your further letters to him and to me of November 8th, Mr. Horton has enquired into the question of the 1943 rentals which were outstanding.

Mr. Horton informs me that he finds that there are forty-three leases with unpaid rents involving a total sum of $4990.00. In all these cases an order was obtained from the tenant directing the Pacific Co-operative Union to pay the rent out of the proceeds of the crop. These orders were forwarded by the Custodian at various times to the Co-operative Union asking them to acknowledge receipt. The Custodian's office has never received any acknowledgment from the Co-operative nor has the amount of the rent been remitted. Mr. Horton has accordingly written to the Custodian's office asking them to have the necessary enquiries made to furnish us with information as to the amount of crop delivered to the Co-operative from these tenants and the proceeds arising from the crop.

If this return shows that the proceeds are sufficient to cover the 1943 rental the question is already disposed of by your agreement with Mr. McPherson and we shall ask the Custodian for payment of the rents. If, however, the returns furnished us are insufficient to meet the rental or appear to be out of line, I will ask Mr. Barnet to have Mr. Godfrey and his staff interview these tenants to find out what they have to say about it. It is possible that there may be a deficiency of rent still due from the tenant which will have a bearing on Mr. Barnet's future dealings with these tenants. I shall advise you as soon as we obtain any information.

Yours truly,

W K Chandler

Legal Adviser.

WKC/W

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

ADDRESS ALL COMMUNICATIONS TO THE CUSTODIAN'S OFFICE

PLEASE REFER TO

FILE No.....

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
NOV 13 1943
OTTAWA.

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

November 11, 1943.

G. Murchison, Esq.,
Director,
Veterans' Land Act,
Ottawa, Ontario.

Dear Mr. Murchison:

Re: Japanese Farm Sales and Rentals

I am enclosing a copy of a letter addressed to Mr. Shears today together with a copy of his letter. I think you will agree that there is no responsibility on the Custodian as regards the unpaid rents for the year 1943.

Yours very truly,

G. W. McPherson
Executive Assistant.

GWMcP/FC.

Agreed - But the trouble is that there has been unusual delay in Jennis by the insp on outstanding rentals so that we could collect them
JM

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

November 11, 1943.

F. G. Shears, Esq.,
Director,
Office of the Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C.

Dear Mr. Shears:

Re: Japanese Farm Sales
and Rentals

I have your letter of November 9th and agree with you that the Custodian has not undertaken to collect the rents for the year 1943, but did undertake to give the Director a credit for all rents collected.

I do not think there is any intention either on the part of Mr. Murchison or the Custodian that the Custodian should give the Director a credit for rents not collected since I understood that Mr. Barnett's organization were going to administer the property and collect the rents for the year 1943 and would only expect a credit from the Custodian for those collected by him prior to their taking control.

A copy of this letter is being forwarded to Mr. Murchison for his comments.

Yours very truly,

G. W. McPherson
Executive Assistant

GWMcP/FC.

C A N A D A

C O P Y /PM.

DEPARTMENT OF THE SECRETARY OF STATE

506 Royal Bank Building,
Vancouver, B. C.

9th November, 1943.

G. W. McPherson, Esq.,
Executive Assistant to the
Secretary of State of Canada,
Office of the Custodian,
Victoria Building

Dear Mr. McPherson:

For your information the attached is a summary of the collections which we have made in connection with the 1943 rentals.

This amount was arrived at by our Accounting Department in co-operation with Mr. Horton, and they have both certified to the accuracy of these figures which means that we will be required to pay $41,806.19.

In regard to the matter of $19,002.65 rents not paid, a certain amount of this will have been paid direct to The Director of the Veterans' Land.

As mentioned in my other letter the suggestion is now made that Col. Chandler expects the Secretary of State to assume responsibility and settle with them for the amount of the rents not yet collected. In referring to their offer to purchase I notice that the wording is "Assignment of all leases and unpaid rentals".

You might advise if it will be in order for us to pay this amount of $41,806.19. At the present moment we have not actually given title to any property and therefore we have not received payment for any property.

Yours very truly,

(Signed) F. G. Shears
Director.

FGS/PMH.

GM/K

November 12, 1943.

Via Air Mail.

I.T. Barnet, Esq.,
District Superintendent, Vancouver, B.C.

Dear Mr. Barnet,-

Japanese Lands.

I enclose herewith copy of an exchange of letters with Mr. McPherson, which is self-explanatory.

I cannot say at the moment just when Mr. McPherson may go to the Coast, but it looks to me as if this transaction is going to be held up indefinitely until there is some improvement in the co-operation between your office and that of Mr. Shears.

Certainly all the difficulties are not on our side, and while it is the intention that this purchase transaction be completed within the terms formally approved, I believe better progress could be made on our part by putting forward a little more effort along conciliatory lines in place of constant complaint to me about details.

Yours very truly,

Enclosure.

Director.

GM/K

November 12, 1943.

G.W. McPherson, Esq.,
Executive Assistant,
Office of the Custodian,
OTTAWA.

Dear Mr. McPherson,- Japanese Farm Lands.

I fully agree with the opening observation in your letter of the 11th instant, that there seems to be very little co-ordination of effort between Mr. Shears and Mr. Chandler, and while I am most anxious to avoid controversy in this matter I cannot help feeling that after several months of more or less lost effort on Mr. Chandler's part in trying to get the details of this purchase completed, he is entitled to express some criticism. Both Mr. Barnet and Mr. Chandler have advised me time after time of their frustrations in pressing for production of the details essential for the completion of the deal which was formally approved months ago.

You state that you have no information from Mr. Shears indicating that he expects to put up the P.C.U. credits to the Japanese as a basis for giving no credit to us for 1943 rentals. The trouble so far as we are concerned seems to be in getting any kind of information from Mr. Shears. For instance, in the case of 1943 rental payable by one Gerhard A. Janzen, tenant of the E. Tashiro property, the P.C.U. advised Mr. Barnet on November 2nd as follows:

> "This rental of Gerhard A. Janzen has already been paid. Mr. E. Tashiro whose property Mr. Janzen is on had a debit balance of much more than the rental andwe debited Janzen and credited E. Tashiro with $145.00. This settlement was accepted by the office of the Custodian so if they have not told you of this they are in error. We mailed a list of rental settlements to the Custodian's office July 23rd, enclosing our cheque for $3635.00 and on this list we show how the Tashiro rental was treated. We are quite sure that if you get in touch with them our statement can be verified."

From figures recently submitted the accounts of the Custodian show approximately $41,806.19 on hand payable to us under the terms of the purchase agreement, and a further $19,002.65 in rents that have not been collected. I imagine that Mr. Chandler wants to know - and I submit that he is entitled to know - how much of that $19,000 has been collected by the P.C.U,,and if not so collected the position from our standpoint would be considerably better had we been furnished with the assignments of the relative leases several months ago because the prospects of collecting that money from the tenants concerned

diminishes the longer the rents are unpaid.

I have discussed these troubles at considerable length with both Mr. Barnet and Mr. Chandler, and I should like you to believe both of them fully appreciate that the Custodian has a many-sided problem to deal with. Both of them have, I think, been solely animated by a desire to be helpful, but have not received any encouragement along these lines. They are responsible to me - just the same as Mr. Shears is responsible to you - in seeing that the terms of the purchase agreement are complied with.

Just this morning I had a letter from Mr. Barnet advising that a few days ago he had been handed 393 fire insurance policies. Examination disclosed that these policies included 393 coverages, 179 of which are originals. 214 are only copies, 45 of which had expired and some of them had not been renewed. It is not an altogether simple matter to get such things ironed out to the satisfaction of the fire insurance companies, and this is just another illustration of the kind of thing that makes co-operation difficult.

I am very glad to note you are coming to the conclusion that it may be necessary for you to visit Vancouver and personally examine the situation. If you can possibly find time to do so you can rest assured that Mr. Barnet and Mr. Chandler will be prepared to discuss in a frank and friendly way their suggestions for the acceleration of the completion of outstanding details.

Yours very truly,

Director.

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO.....

PLEASE QUOTE.....

VANCOUVER,B.C., November 10, 1943.

Air Mail

G. Murchison, Esq.,
Director of Soldier Settlement and Veterans' Land Act, Ottawa.

Re: Japanese Lands

Your letter of November 8th has been received, and contents noted. I felt, and still feel that there is merit in having the purchase of any additional lands from the Custodian on exactly the same basis as the original transaction. There is no doubt in my mind that Mr.McPherson had pretty well the same ideas when he discussed the sale of these lands with me. He was anxious to get the matter moving, and I did not feel justified in making an unreserved bid on all their farm properties in British Columbia. I told him I would consider taking everything on the lower mainland that could be handled under the terms of the Veterans' Land Act with the exception of public and semi-public buildings such as Churches, Schools, Halls and Co-operative Associations, etc. He then said when we were prepared to make a further offer it would be considered.

There never has been any difficulty in my mind that in handling this whole transaction it would be systenatized and set up under one standard date. The fact remains that four months have elapsed and I have not yet been advised by our solicitor that he has taken title to one property.

A few days ago we were handed a bunch of what was reported to be fire insurance policies without any covering letter. Mr.Broadbent in the limited time he has had to examine them finds that there are 393 coverages which include 179 policies and 214 copies of policies, 45 of which had expired and some of them had not been renewed. Fire Insurance Companies like all other businesses these days are short of staff, particularly stenographic, and it is going to take some diplomacy on the part of Mr.Broadbent to get this fire insurance situation ironed out to his satisfaction with the companies involved. A large number of these policies also include chattels.

The figures given me by Mr.Horton indicate that the Custodian's books show approximately $41,806.19 payable to us, and a further $19,002.65 in rents that have not been collected. The money in question has not as yet been passed to us but we have been given to understand that the Director of the Custodian's Office has referred the matter to his Head Office. You can appreciate that our prospects of collecting $19,000 in rent outstanding is not as good now as if we had been given this data last August.

VLA105

In quite a number of cases tenants are producing evidence to prove that the rents shown due on assignments of leases that went out to them have already been paid to the Custodian. I believe that in every case to date the Custodian's Office has acknowledged that the tenant's statement is correct. I am fearful when we come into the collection of rents outstanding that we will find the 1943 returns have been used to apply against a debit in the 1942 rent, and this will be the case particularly with the Pacific Co-Operative Union, a Custodian controlled organization. I am taking the stand where this situation is revealed that if the tenant shipped sufficient produce to the P.C.U. to pay his 1943 rent; and the Custodian took an assignment from the tenant on the P.C.U. for fruit, then the returns must be forwarded to us irrespective of whether they have been used from a book-keeping point of view to wipe out a part, or the whole of a previous debt.

Before entering into this transaction I did not request the privilege of examining any of the leases on these properties. I was willing to take the chance of a 'pig in a poke', but I do not wish any further complications in the picture if it can be avoided. We have cleaned up the tax situation in all municipalities with the exception of Richmond which will be attended to this week as the taxes are not due until next week. Our businesslike manner of handling the tax situation has created pleasant relations with all the municipalities concerned as it has cleared up a burdensome financial problem with them. I was advised by a local resident of the Maple Ridge Municipality who was in to see me the other day that Maple Ridge had been able to invest $12,000 of their funds in the 5th Victory Loan. It is quite clear where most of this money came from.

I had hoped that the legal work, rents, insurance, etc., would all be adjusted by this time barring a few cases which we would expect to take some time, and which are always found in a transaction of this size. I have given this whole problem my constant attention all summer, and have been amazed at the difficulty in getting what I call clear businesslike thinking on the matter. At times it has been difficult to impress some of our staff with the necessity for a clean-cut policy without commitments to individuals or organizations.

You will appreciate from the foregoing why I was insistent on having the purchase of all lands on the same basis. As I have heard nothing further from Mr.Shears I presume that eventually he saw fit to fall in line with these views.

(I. T. Barnet)
District Superintendent.

ITB:B

CANADA

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

ADDRESS ALL COMMUNICATIONS TO THE CUSTODIAN'S OFFICE

PLEASE REFER TO

FILE No.....

Victoria Building,
7 O'Connor Street,
Ottawa, Ontario.

November 11, 1943.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
NOV 12 1943
OTTAWA.

G. Murchison, Esq.,
Director,
Veterans' Land Act,
Ottawa, Ontario.

Dear Mr. Murchison:

Re: Japanese Farm Lands

I have your letter of November 8th, with enclosures, and have carefully considered Mr. Chandler's letter.

The correspondence between yourself and Mr. Chandler, which you have been kind enough to refer to me, seems to indicate that there is very little co-ordination of effort between Mr. Shears and Mr. Chandler.

I have no information from Mr. Shears indicating that he expects to put up the P.C.U. credits to the Japanese as a basis for giving no credit to yourself for 1943 rentals although Mr. Chandler indicates that this is quite a bone of contention. Mr. Chandler is relatively new in the field as far as the Custodian's work is concerned and I feel that he does not appreciate the position the Custodian was in in 1942 when the P.C.U. was on the verge of bankruptcy and the Custodian took hold of it and not only saved the co-operative itself but was also successful in paying off at least $80,000.00 in outstanding cheques held by the Japanese.

The P.C.U.,as a co-operative and having supplied goods and services to the Japanese and the tenants selected by the Japanese in co-operation with their co-operative, long before the Soldier Settlement of Canada came into the picture or a question of a sale to you was discussed, naturally felt they were entitled to deduct as a credit against the Japanese debts, monies received from the tenant by way of crop deliveries. Mr. Chandler possibly does not appreciate that the P.C.U., at a very critical time of the evacuation, did act as agents for the Japanese, but I, personally, cannot see what all this has to do with the sale to yourself or with Mr. Chandler's problems of adjusting rentals.

I have no doubt that Mr. Chandler is right in the first paragraph of his letter where he refers to the Custodian raising no objections to the P.C.U. deducting from the rental proceeds rents owing to the Japanese but I see nothing wrong with this under the circumstances existing at the time, there having been no agreement or sale to yourself as Director under the Veterans' Land Act. It seems to me that it is purely a matter of adjustment and I do not think that Mr. Chandler should concern himself with the evidence put up by the P.C.U. to the Custodian establishing the Japanese debts nor do I appreciate the inference that the Custodian would recognize these debts without any proof.

Recent developments in this work indicate that there must be more co-ordination and co-operation between Mr. Chandler and Mr. Shears if the sale is to be completed without any undue delay and I am slowly coming to the conclusion that it may be necessary for me to go to Vancouver and personally examine the situation.

Yours very truly,

G. W. McPherson
Executive Assistant

GWMcP/FC.

GM/K

November 8, 1943.

G.W. McPherson, Esq.,
Executive Assistant, Office of the Custodian,
OTTAWA.

Dear Mr. McPherson,- Japanese Lands.

I send you herewith copy of letter just received from Mr. Chandler at Vancouver, which throws some additional light on the treatment of the 1943 rentals. I also enclose copy of my letter of today's date to Mr. Chandler.

It will be greatly appreciated if these matters can be adjusted without delay.

Yours very truly,

Director.

Enclosures.

GM/K

Via Air Mail

November 8, 1943.

Colonel W.K. Chandler, K.C.,
c/o Soldier Settlement of Canada, Vancouver, B.C.

Dear Colonel Chandler,- Rentals on Japanese properties.

I am filing a copy of your air mail letter of the 5th instant with Mr. McPherson, and I may say that I discussed this matter with him by phone subsequent to my letter to him of November 4th (copy of which I sent you).

Mr. McPherson readily agreed that the retention of rents by the P.C.U. as credits against old claims, whether tenants or Japanese owners, was not in order and that refunds would be made to us. Adjustments of this kind, according to Mr. McPherson, will have to be made in the accounts of the P.C.U. itself.

I enclose herewith copy of my letter of today's date to Mr. McPherson.

Yours very truly,

Director.

Enclosure.

SOLDIER SETTLEMENT OF CANADA

RECEIVED NOV 8 1943 DIRECTOR OF SOLDIER SETTLEMENT OTTAWA.

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

Via Air Mail

Vancouver, B.C.
November 5th, 1943.

G. Murchison, Esq.,
Director of Soldier Settlement & Veterans' Land Act,
Ottawa, Ontario

Dear Sir:-

Rentals on Japanese Properties

Further to my letter of November 2nd I enclose you a copy of a letter from the Pacific Co-operative Union which shows what has been done in another case. I have checked over the outstanding crop rentals in Mission, Maple Ridge and Surrey as furnished me by Mr. Horton after his audit. In these three municipalities the unpaid rentals payable from crop proceeds amount roughly to $8000 and I suspect that most of these rents are covered by an assignment of the crop proceeds accepted by the Pacific Co-operative Union. I have enough evidence already to feel certain that the Custodian's office has raised no objection to the Pacific Co-operative Union deducting from the rental proceeds any old debt of the Japanese which the Pacific Co-operative Union may care to put forward without any proof. A large part of the unpaid rents may come under this head.

It is true that notices of the assignment of the leases, signed by Shears, setting out the unpaid balance, have gone out to all of these tenants, but I recognize the fact that the tenant is not likely to write in immediately and protest that he has discharged his rental because the Pacific Co-operative Union have credited the proceeds of the crop to an old account. This will only come to light when our field staff actually meet the tenant. These outstanding rents are being followed up by the office, but no greater result may be expected from these letters.

Mr. Horton has furnished me with statements of the rents collected by the Custodian and payable to us, which amount to $41,806.19, with uncollected rents in addition amounting to $19,002.65. There is also a sum of $1,602.75 collected as rent which may or may not be payable to us. If we accept the right of deduction from the rent due of any

- sums

G. Murchison, Esq. (Cont'd)

sums which the Pacific Co-operative Union may claim to be owing to them, I feel satisfied that a considerable amount will be involved. It is not possible at present to give you the exact figures. The quickest results would be achieved if Mr. Horton had authority to obtain all information from the Custodian's office regarding assignments of crop proceeds accepted by the Pacific Co-operative Union and the reason why payment was not made in accordance with these assignments. Naturally I have been kept in the dark and all such information has been withheld. The notice of assignment stated the unpaid rent in each case for which the Custodian's office vouched. The notices were dated the 26th of August. You will note that the Pacific Co-operative Union paid in their money to the Custodian on the 23rd of July (which I believe to be correct from other information) and according to their letter rendered therewith a statement of rental settlements. I cannot tell whether the information as to unpaid rent in Mr. Shear's signed notice is correct or not, or whether he proposed that the tenant, having as he believed paid his rent to the Pacific Co-operative Union, should pay us the amount which the Custodian had not collected because the Pacific Co-operative Union had been allowed to make deduction of old debts due by the Japanese.

Yours truly,

W K Chandler.

Legal Adviser.

WKC/W
Encl.

COPY

PACIFIC CO-OPERATIVE UNION

Growers & Shippers of
Fresh Fruit and Rhubarb.

MISSION CITY. B.C.
November 2nd, 1943.

The Soldiers Settlement & Veterans Land Act,
518 Rogers Building,
Vancouver, B.C.

Dear Sirs: Re: Your files No.B.C. 294 P
B.C. 293 P

This rental of Gerhard A.Janzen has already been paid. Mr.E.Tashiro whose property Mr.Janzen is on had a debit balance of much more than the rental and we debited Janzen and credited E.Tashiro with $145.00. This settlement was accepted by the office of the Custodian so if they have not told you of this they are in error. We mailed a list of rental settlements to the Custodian's office, July 23rd, enclosing our cheque for $3635.00 and on this list we show how the Tashiro rental was treated. We are quite sure that if you get in touch with them our statement can be verified.

We remain,

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per sgd. Geo.A.Reid
Office Manager.

GAR/EK

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
NOV 8 1943
OTTAWA.

SOLDIER SETTLEMENT OF CANADA

Vancouver, B.C.
November 5th, 1943.

Via Air Mail

G. Murchison, Esq.,
Director of Soldier Settlement & Veterans' Land Act,
Ottawa, Ontario

Dear Mr. Murchison:-

Rental Control Board

I have your letter of November 1st regarding the above.

The only actual case that has occurred, which brought up the question, was that of H. Mikkelson, who is the tenant of a house in the Municipality of Richmond under a duration lease with a power of termination. We accordingly served him with a notice to vacate. No dispute will arise because Mikkelson will get a lease from us on the same terms.

Mr. Godfrey and Mr. Ramsay were in the office on Wednesday for the whole day with Mr. Barnet and myself. Mr. Godfrey has not yet been able to get around to dealing with the Municipality of Richmond in which concrete examples will occur. I can therefore only leave the matter for the present until actual cases arise. You will remember that there are thirty leases in Richmond for the duration of the war for payment of taxes only.

Yours truly,

W. K. Chandler.

WKC/W

Legal Adviser.

Copy to Colonel Chandler.

GM/K

November 4, 1943.

G.W. McPherson, Esq.,
Executive Assistant,
Department of the Secretary of State,
OTTAWA.

Dear Mr. McPherson,-

Japanese Lands.

I attach hereto copy of letter I have received from Mr.W.K. Chandler, our Legal Adviser at Vancouver, in which he objects to the retention or non-payment of certain rentals due to the Director under the terms of the Japanese land purchase agreement.

While I fully realize the difficulties encountered in straightening out these 1943 lease receipts, I must agree with Mr. Chandler that a very important principle is involved as receipt of these rentals by the Director was part of the consideration for purchase. I should much prefer to receive these rental receipts without delay, rather than to take action as suggested by Mr. Chandler to deduct the amount of unpaid rentals from the balance of the purchase price.

Will you please let me have your reactions as soon as you can?

Yours very truly,

Director.

Enclosure.

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
NOV 4 1943
OTTAWA

SOLDIER SETTLEMENT OF CANADA

Vancouver, B.C.
November 2nd, 1943.

Via Air Mail

The Director of Soldier Settlement & Veterans' Land Act,
Sovereign Building, Ottawa.

Dear Sir:

Rentals on Japanese Properties

When you were here I spoke to you about the question of rentals which had been collected by various real estate agents who had deducted their commission from the rent. The Custodian proposes to pay us the 1943 rent less the commission. I have taken the stand that it is no concern of ours how the Custodian collected the 1943 rent. If he chose to pay an official a salary for collection it did not concern us and the salary of that official could not be deducted from the rent. If the Custodian preferred to pay a commission to a rental agent that is equally his business. But under the terms of the sale we are to receive the 1943 rentals, which I take it means the rentals in full.

I also spoke to you about the case of Raymond Bouffard who has several leases. The total rentals exceed $1000. Bouffard's crop was delivered to the Pacific Co-operative Union. The Custodian has received no rent from Bouffard. The explanation is that Bouffard owed the Pacific Co-operative Union sums in excess of the rent and that these sums were deducted from the crop delivered.

I enclose you a copy of a letter from the Custodian's office regarding J. Fairbairn in which you will see that from the rent the Custodian proposes to deduct an amount owing to the Pacific Co-operative Union, partly on the balance due for a truck sold by that concern to Fairbairn, and partly for some other debt.

I also enclose you a copy of a letter from Mr. Godfrey regarding the tenant, T.H. Bergstrom, which sets out that the Custodian exercised some pressure to have (?) Carlson deliver his crop to the Pacific Co-operative Union and apparently had him give an assignment of the crop to pay his rent. The Custodian proposes to deduct from the 1943 rent a debt of $286.00 owing to the Pacific Co-operative Union from the operations in 1942.

The Director - (Cont'd)

I also enclose you a letter from the Pacific Co-operative Union to Mr. Barnet regarding a Mrs. Gauthier, who is a tenant. Reading their letter carefully you will see that there was sufficient crop to pay the rent of $175.00, that advances of $100.00 have been made to Mrs. Gauthier in respect of another piece of property, which she is not renting from us, and that this is an attempt to establish a practice by which the Union may claim to deduct from rentals debts due from our tenants for advances.

I cannot see that in view of the terms of sale the Custodian's office is entitled to make any of these deductions. The contract is that the Secretary of State will pay to the Director all the 1943 rentals. There is no mention of any deductions. The Pacific Co-operative Union is a Japanese company under the control of and operated by the Secretary of State as Custodian. We are not dealing with individual Japs,or the rights of individual Japs; we are dealing with the Secretary of State who has control of these properties. I do not admit that the Custodian has the right under our agreement to deduct from the 1943 rentals any sums which may be owing to him in respect of any Japanese Company which he operates, or any Japanese person whose property is vested in him. We are entitled to the full rental for 1943 and it is a matter for the Custodian to decide between the varying interests under his control what debits or credits are to be charged or accounted for.

All these cases come under the same broad principles. I have not taken them up yet with Mr. Crux except in the case of the real estate commissions. I should like to get the question settled now,because if the rental money is not forthcoming, I propose to deduct it from the purchase price, which will unquestionably cause an argument at that time and may be used as an excuse to hold up delivery of deeds.

Yours truly,

W K Chandler

Legal Adviser.

WKC/W
Encl.

COPY FOR THE DIRECTOR

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

File No.4496
4504

Japanese Evacuation Section

Vancouver, B.C.
October 29, 1943.

The Director,
Veterans' Land Act,
518 Rogers Building,
Vancouver, B.C.

Dear Sir: Re: Your Files J.L. 237 &
J.L.319 - Mr.J.Fairbairn

Confirming our telephone conversation with your Mr. Kirk. The above stated man is a tenant on two properties at Matsqui and has an outstanding rental balance of $345.00.

An Assignment of Crop was obtained by this office, but we were informed yesterday by Mr. Shimek of the Pacific Co-operative Union, that funds were not available for payment. In fact, Fairbairn has overdrawn his account, a portion of which is represented by a balance owing on a truck. It is the Co-op's intention to seize this truck and they called this office informing us of this fact, advising us to take action also, by having the bailiff hold the balance of the truck money up to the amount of rental due.

This is for your information as you will no doubt take such action as you deem necessary.

Yours truly,

"R.D. Richardson"

WEA/MFP

Farm Department.

COPY

BC/544 P
J.L.745

New Westminster, B.C.
October 29, 1943.

District Superintendent,
Vancouver, B.C.

The tenant, Mr. T.H. Bergstrom of R.R.#4, New Westminster, Surrey Municipality, has called here following receipt of your letter for payments. He has stated that a Mr. Carlson of the Custodian office had him sign some form which was supposed to have arranged for his rent through the P.C.U. He says he owes the P.C.U. $286.00 from the previous year and this year's crop wasn't big enough to pay even six months rent. His lease expires on November 30th. Before I write or contact him I would like to know if there is anything on file or at the Custodian's which might throw some light on the matter of the form he states he signed for the Custodian.

"T. Godfrey"

Regional Supervisor.

TG/EMJ

13th Feb 1943
Custodian
Lease from Dec. 1/42 To Nov 30/43
Term
Rent $100. Nothing paid

COPY

PACIFIC CO-OPERATIVE UNION
MISSION CITY, B.C. October 29th,1943.

Mr. I.T.Barnet,
Soldier Settlement of Canada, 470 Granville Street, Vancouver, B.C.

Dear Mr.Barnet:

We have today handed to Mr.Ramsay our cheque for $175.00. This constitutes the payment of rent for Mrs.A.Gauthier who occupies the K.Nishiyama place in Mission. The $175.00 are in payment of the arrears of her rent for 1943.

We understand that you are reluctant in letting Mrs.Gauthier have the place again for 1944 on a crop order only and would like to get the $175.00 in cash. We are unable to advance Mrs.Gauthier with much money. Even about $100.00 of this present cheque will have to be carried over to next year's crop but Mrs. Gauthier deserves your consideration. She lost most of her strawberry crop last year like everyone else, through excessive rain and this year through winter kill. She has quite a lot of fruit trees on this place and the tree fruit crop was almost a complete failure this year. Mrs.Gauthier and her husband are very conciencious and practical workers and understand the business. They have kept this place in very good shape and on top of that they rented a small parcel of land across the road from their farm on which land they have planted two acres of strawberries last spring. This patch is in good shape and clean. It has cost Mrs.Gauthier at least $150.00 an acre so far to maintain this new plantation. Plants alone cost $49.00 per acre and fertilizer, fertilizer, 2 applications, about $40.00 and the rest is hoeing and preparing the land for planting. If you don't see your way clear to permit Mrs.Gauthier to rent Nishiyama's place we are not in a position to advance the $175.00 paid to you and we would like you to return the cheque to us since it was given with the understanding that she will get this farm on a basis that her 1944 rent is paid out of her crop. We are quite willing to O.K. a crop order. Mrs.Gauthier is a very loyal grower and does not indulge in what is called bootlegging.

For your information there is not much bootlegging going on in the Whonnock, Mission, Mt.Lehman, Matsqui, Aldergrove, Coghlan and Abbotsford district and you don't need to worry unduly that any lease that you permit to go through on a crop order will not be paid. The main reason why some of the Custodian's orders are not paid is that the growers affected have lost their strawberry crop two years in succession and on top of that had no tree fruit crop this year.

We will thank you for your special consideration of this case and remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per. sgd. J.B.Shimek
Per. E.K. Gen.Mgr.

JBS/EK

gm/k

Via Air Mail.

November
October 1, 1943.

Colonel W.K.Chandler, K.C.,
c/o Soldier Settlement ofCanada, Vancouver, B.C.

Dear Colonel Chandler,-

Rental Control Board.

Replying to your letter of October 28th, I will be in a better position to discuss this with Justice or with the Minister if you can let me have a couple of concrete examples.

Yours very truly,

Director.

C-O-P-Y

J.L.385

For the information of the Director

8-6-1

New Westminster, B.C.
October 29, 1943.

District Superintendent,
Vancouver, B.C.

SOLDIER SETTLEMENT BOARD OF CANADA RECEIVED NOV 15 1943 DIRECTOR OTTAWA.

RECEIVED NOV 22 1943 SOLDIER SETTLEMENT BOARD

Re: K. Sakamoto - Tenant: Frank Racey

Further to your letter of the 7th, I visited the tenant on the property on the 26th. His lease has expired and there is $150.00 still due. After considerable very blunt discussion with him I have informed him that providing he will make payment of $100.00 before the 26th of November, and $50.00 by December 15th, I would then be prepared to discuss a new lease with him. I must give this man credit for work he has done on the place although he has not shown the best judgment in some of his enterprises.

When I visited him on October first he stated he was on the night shift of the Fraser Valley Mills near New Westminster. When I visited him yesterday he informed me that his wife had fallen sick and was unable to care for things on the farm and that he had had to quit the Fraser Mills and had not had a full month's work.

Digging down into his affairs he still states that he was under the impression Mr. McKay had arranged with the P.C.U. to take care of his payment on the farm. He goes further and states that after my visit of October first he made a trip to Mission and interviewed Mr. Shimek and told him of his predicament. He states that Mr. Shimek told him that he would look after the Soldier Settlement payment providing he gave him further security. Racey states that on Mr. Shimek's authority, Mr.Campbell a lawyer, drew up a Chattel Mortgage which covers some 900 birds which Racey acquired around July and which today are neither broilers, layers or ready for the market. Racey states that in addition to putting this lien on the poultry the lien also covers such potatoes as he has and carrots and turnips.

In other words it seems to me that the P.C.U., if Racey's statement is correct, has him hog-tied. Providing Racey meets his arrears as set out I am prepared to renew his lease for 1944. I have told him that so far as I knew that such crops as he might be growing on the property under our lease could not be touched and I further suggested that in my opinion, he was not bound to ship his crops through the P.C.U.

(over)

Considerable roof repairs are necessary on the reasonably good dwelling on the property and providing his arrears are met, I propose to make arrangements in the next lease to cover the roof repairs to the dwelling. Racey stated at this visit that his debt to the P.C.U. was around $1160.00.

"T. GODFREY"

Regional Supervisor.

TG/EMJ

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
NOV 1 1943
OTTAWA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

SOLDIER SETTLEMENT OF CANADA

Vancouver, B.C.
October 28th, 1943.

Via Air Mail

G. Murchison, Esq.,
Director of Soldier Settlement & Veterans' Land Act,
Ottawa, Ontario

Dear Mr. Murchison:-

Rental Control Board

The opinion of the Deputy Minister of Justice is not very satisfactory. It seems to me to dodge the issue. To state that agricultural lands do not come under the Leasehold Regulations and to assume that the lands in question are a property used solely for agricultural purposes gets us exactly nowhere.

It is a simple matter to decide that properties in the country away from the immediate vicinity of a town are agricultural properties, but it will be a moot point between the Rental Board and ourselves as soon as the properties in question lie in suburban areas. A lot of the properties which we are taking over in Richmond cannot be described as agricultural properties. There are numerous other cases in which a small acreage of cultivated land will be rented for agricultural purposes while the house and land appurtenant thereto is rented as a dwelling. I can see a fruitful field of argument between tenants, the Board, and ourselves in such cases. I do not need to elaborate the point to you because you are far better acquainted with the situation as it exists in fact than I am from the information I have obtained from the leases and appraisals.

If the Deputy Minister of Justice will not advise the Rental Control Board that our properties do not come under their jurisdiction, I strongly recommend that you take the matter up with our Minister and ask him to take whatever steps are necessary to exclude our properties from the jurisdiction of the Rental Control Board. The point has arisen in a very practical form in the case of the purchase of these Japanese lands with which you are personally acquainted and it seems to me that you will never have a better chance to make a case for the exclusion of our properties from the Leasehold Regulations.

Yours truly,

W. K. Chandler

Legal Adviser.

WKC/W

COPY FOR INFORMATION OF THE DIRECTOR

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
NOV 1 1943
OTTAWA.

Vancouver, B.C.
October 27th, 1943.

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

Dear Sir: Re: Japanese Lands

I enclose you three copies of Notices of Assignment of Lease left in this office yesterday, apparently from the Custodian's office, without any explanation. I would draw the following points to your attention:

(1) In each case the notice refers to the terms of a leasehold indenture made by the Japanese. No lease is attached.

(2) In each case the rent is stated to be on a monthly rate. The next rent is stated to be due in ~~1944~~. Sept 1944

(3) In all three cases apparently rent has been accepted by the Custodian on the 17th or 27th of September, and in the case of the Kumagai-Roberge lease on the 16th of October. I am certain there must be a good reason for the Custodian collecting rents after the end of August, but I should like to have some explanation. You will readily understand the confusion that will inevitably arise if the Custodian continues to collect rents. May I have your assurance that no further rentals will be accepted by the Custodian?

(4) There are two notices for the Akagawa property, both containing the same land description, one to Mr. Jack Hansen stating that the rental is $7.00 per month and the other to Mr. R.S. Brown stating that the rental is $20.00 per month.

I have also received two notices to tenants of an assignment of lease which contained the notation that the mortgagees are in possession and have made their

- own

A.G. Duncan Crux, Esq. - (Cont'd)

own lease. How is it proposed to assign this lease to the Director?

If it is not possible to get accuracy in the final stage of cleaning up outstanding odds and ends we shall continue to make very slow progress.

Yours truly,

LEGAL ADVISER.

WKC/W
Encl.

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

DIRECTOR OF SOLDIER SETTLEMENT RECEIVED OCT 22 1943 OTTAWA

SOLDIER SETTLEMENT OF CANADA

Via Air Mail

Vancouver, B.C.
October 20th, 1943.

G. Murchison, Esq.,
Director of Soldier Settlement and Veterans' Land Act,
OTTAWA, Ontario

Dear Sir:

Mr. Horton received a phone call from the Custodian's office yesterday morning to the effect that Mr. McPherson had wired that Mr. Horton's services were available to check up the leases and assist in clearing up the situation.

In spite of the fact that it has been found impossible to supply me with the information in three months, Mr. Shears informed Mr. Horton that he wanted the information as to the rentals due us under the leases completed by tomorrow in order to give the information to Mr. McPherson for the purposes of an interview with you tomorrow, the 21st of October.

Shortly after five o'clock yesterday Mr. Horton reported to me that as a result of working with the Custodian's staff from two until five o'clock he had managed to get seventeen accounts straightened out. It is now just after noon and Mr. Horton has reported to me that after working for three hours last night and for three hours this morning he hopes that by working tonight and tomorrow he may have one municipality cleaned up by tomorrow night.

As I had suspected, the following have already come to light in the comparatively few cases with which Mr. Horton has dealt.

(1) We have been furnished with a lease from the first of May for five months at $8.00 per month. No information has been given to me about a lease from the beginning of the year to the end of April at $20.00 per month.

(2) A notice was signed by Mr. Shears and sent out to the effect that a tenant was paying rent of $1.00 per month. Mr.Horton finds that the Custodian has been collecting $10.00 per month.

(3) A notice signed by Shears and sent out to the tenant showed a balance of $25.00 owing, in fact, the $25.00 has been paid.

(4) A notice showed a balance of $50.00 owing on rent. Mr. Horton is now informed that the date of payment for the lease was altered by the Custodian with the result that $10.00 thus became rent prior to the 1st of January. This is an example of the pettiness of which I complained to you when you were here.

(5) Mr. Horton has come across a case where a tenant at $20.00 per month rent has never paid a cent since his lease began. Apparently no effort was made to collect this and I know from the notices that there are a number of other similar cases.

I have not yet received a complete list of the properties to which the Custodian cannot make title. I have received particulars of fifteen such cases. As a result of information gathered when we were paying the taxes, and from such information as was furnished to me, the complete list is considerably greater than this. After you arrived the defence was put up to me that this list had been delivered to Mr. Crux. On enquiry I found from Mr. McKay that the list was given to Mr. Crux on Saturday morning. The list and the memoranda were on my desk from Mr. Crux on Monday morning. If any attempt is made to lay the blame for delay on Mr. Crux, it is only fair to him to state that in my experience he has not been guilty of any delay. He has dealt with matters as and when he got them from the Custodian's office.

I am getting this off to you by air mail in order that you may have some concrete facts to lay before Mr. McPherson when you see him. I have just taken the examples that have come to hand in the last two days which typify the relations of the Custodian's office towards me throughout the whole of the past three months. As we informed you, Mr. Barnet and I have been unable to break the bottleneck but I think that at last, with Mr. Horton having full authority to go into all matters, progress should be made.

It might be noted that on receipt of Mr. McPherson's wire to supply me with the list of vacant properties, the immediate response from the Custodian's office was a request that I should furnish them with a list of the properties which I had been notified were vacant, either verbally by Mr. McKay or by unsigned slips of paper containing some memorandum.

Yours truly,

W.K. Chandler.

WKC/W

Legal Adviser.

HEAD OFFICE

BC/590P
" 591P
" 480P
" 470P

518 Rogers Building,
VANCOUVER,B.C., October 21, 1943.

RECEIVED
OCT 25 1943
DEPT. OF SOLDIER CIVIL RE-ESTABLISHMENT
OTTAWA

Mr. F. G. Shears,
Director, Office of the Custodian,
506 Royal Bank Building, VANCOUVER.

Dear Sir:

Re: Shigeichi SANO - Your file 6902
Also your files 699; 1943 & 1894

RECEIVED
OCT 25 1943
BOARD

It would be appreciated if you would draw the files in the above noted cases, and read the recent correspondence between this office and your officials. The subject matter deals chiefly with the question of agents, apparently recognized by the Custodian, continuing to collect rents and deduct their commissions before eventually being forwarded to this office.

This Department takes the stand (and incidentally our records are all checked and handled by Treasury Officials) that when you advised the tenants of the assignment of their leases, from that date on under the general arrangement for taking over these properties the full rent in all cases is payable to this Department. If your employees, or agents, accept any of these rents from our tenants the gross rent payable will have to be forwarded to this Department. We are in no way interested in any agents, or anyone else who may have been appointed by former owners as we are only dealing with the Secretary of State in this whole transaction.

It has occurred to the writer that if any of your agents are not aware that they have no authority to collect rents since this transaction was approved last July, it might be well to advise them direct from your Department. This Department through its officials will conduct all the work in connection with the renting and maintenance of these properties.

It is hoped the above explanation makes our position in the matter clear, and that in due course the full rent in the cases under discussion, and any other cases not yet disclosed, will be forwarded to this Department in due course.

(I. T. Barnet)
District Superintendent.

ITB:B

CANADA

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

Soldier Settlement
RECEIVED
OCT
Vancouver, B. C.

PHONE PACIFIC 6131

506 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

PLEASE REFER TO
FILE NO. 6902

October 13th, 1943

The Director,
Veterans' Land Act,
518 Rogers Building,
Vancouver, B. C.

Attention: Mr. Barnet

Dear Sir:

Re: Shigeichi SANO,
Your File No. BC/470P

Replying to your letter of 7th instant it is possible that a number of similar cases to this may arise. In this particular case Mr. Adam Smith Johnston was appointed by SANO as his agent and it has been the Custodian's policy not to disturb such arrangements made by Japanese provided their agents were reliable. Collection charges, etc. were agreed upon between the Japanese and their respective agents. Although the Lease Assignment was dated 26th August Mr. Daniels' copy may not have been mailed to him in sufficient time to reach him before he paid his rent to Mr. Johnston as usual. If such is the case, it would appear that your Department will have to take the loss of the $3.00 charge made by Mr. Johnston as neither Mr. Johnston, Mr. Daniels, nor SANO would have any knowledge which could lead them to believe that the arrangements between them as Agent, Tenant, and Owner respectively had been in any way altered.

If you can ascertain on what date Mr. Daniels' copy of the Lease Assignment was mailed to him we can calculate the probable date of receipt by him and ask Mr. Johnston, who has his office in this building, on what date he received payment from Mr. Daniels but we believe it would be advisable for your Department to accept this payment as full settlement of the month's rent and send a further letter to Mr. Daniels advising him to follow the instructions given on the Lease Assignment and make all future payments direct to your Department.

We should be glad to hear from you if this meets with your approval, as the amounts involved in any of the cases which may arise will be so small compared with the feeling they will occasion amongst the tenants that we think they might better be ignored.

Yours very truly,

B. Good
Comptroller

BG:BR

CLASS OF SERVICE	SYMBOL
Full-Rate Message	
Day Letter	D L
Night Message	N M
Night Letter	N L

If none of these three symbols appears after the check (number of words) this is a full-rate message. Otherwise its character is indicated by the symbol appearing after the check.

CANADIAN NATIONAL TELEGRAM

W. M. ARMSTRONG, GENERAL MANAGER, TORONTO, ON

FORM 6122

Exclusive Connection with WESTERN UNION TELEGRAPH CO. Cable Service to all the World Money Transferred by Telegraph

(54)

STANDARD TIME

1943 OCT 20 PM 7 57

MOA476 30/29=VANCOUVER BC 20 428P

G MURCHISON=

0970

DIRECTOR OF SOLDIER SETTLEMENT AND VETERANS

LAND ACT SOVEREIGN BLDG 71 BANK ST OTTAWA ONT=

HORTON HAS BEEN WORKING IN THE CUSTODIANS OFFICE SINCE YESTERDAY AFTERNOON STOP LETTER GOING TO YOU AIRMAIL TODAY FOR YOUR INTERVIEW WITH CUSTODIAN REGARDING PROGRESS AND INFORMATION ALREADY AVAILABLE=

W K CHANDLER.

schedule covering all the leased properties. I am still unable to get this document completed because I cannot get my list of leases completed.

(4) The Custodian still has a number of policies covering properties to be conveyed to us. These policies approximate one-third of the total number of insurable properties. My information leads me to conclude that these policies are written for amounts which will be in excess of the necessary coverage. The agreement is that the Director pays for all insurance from the first of January 1943, and accordingly we are at the present time paying premiums for insurance which we do not require. The loss on these policies is at present payable to the Custodian. This has been drawn to Mr. Shears' attention and I have been promised for some weeks that these policies would be delivered to us with the necessary notification to the companies. Up to the present I have not received one of these policies.

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

SOLDIER SETTLEMENT OF CANADA

Vancouver, B.C.
October 18th, 1943.

MEMORANDUM TO THE DIRECTOR:

(1) I have received from the Custodian a total of 615 leases as shown on the list handed you herewith. This list includes quite a number of verbal leases and a number of leases for the duration of the war. A considerable number of those enumerated are only copies of an original lease made between the Japanese and the tenant and the copies cannot be relied upon because they are not in any way certified, nor is the origin or maker of the copy given. These notices have all been checked by me with the original leases or copies and the amount outstanding which is shown on the notice has been supplied by the Custodian.

(2) This leaves a total of 154 properties unaccounted for. I have received unsigned memos that certain of these properties are not under lease and informal notification that the Custodian cannot make title to certain others. I have asked for on several occasions, and have been promised, a list of the properties not under lease and a further list of the properties to which the Custodian may be unable to make title. I have not yet received either of these lists and therefore cannot account for the balance of the 154 properties.

(3) It has been my intention to have an assignment of these leases and the rentals from the Custodian to the Director with a schedule covering all the leased properties. I am still unable to get this document completed because I cannot get my list of leases completed.

(4) The Custodian still has a number of policies covering properties to be conveyed to us. These policies approximate one-third of the total number of insurable properties. My information leads me to conclude that these policies are written for amounts which will be in excess of the necessary coverage. The agreement is that the Director pays for all insurance from the first of January 1943, and accordingly we are at the present time paying premiums for insurance which we do not require. The loss on these policies is at present payable to the Custodian. This has been drawn to Mr. Shears' attention and I have been promised for some weeks that these policies would be delivered to us with the necessary notification to the companies. Up to the present I have not received one of these policies.

MEMORANDUM TO THE DIRECTOR - (Cont'd)

(5) I have requested and been promised a statement of account in regard to the leases showing the money collected by the Custodian on each lease, whether written or verbal, and the amount outstanding. I have not yet received this and up to the present have had no means of checking the receipts and balances of rental due with the ~~lists~~ and notices sent out to the tenants. In an ordinary commercial transaction I should expect to have our accountant or auditor go over these accounts. It would be of material assistance if you could arrange for our Treasury Officer to take this audit in hand.

(6) I understand from Mr. Crux that he has all the necessary transmissions and deeds prepared for all the properties for which he has received Certificates of Encumbrance from the Custodian. He has not taken any steps to put these through awaiting the return of the Master Conveyance covering all the properties and the purchase price for each parcel which was sent down to the Justice Department two weeks ago. I have not seen Mr. Crux during the past week since he has been in Court, but probably he feels that he should have some definite instructions (which would be contained in the Master Conveyance) from the Secretary of State or the Justice Department as to the actual properties to be conveyed and the purchase price to be paid.

W.K.C.

WKC/W

Legal Adviser.

NOTICES SENT OUT

LANGLEY	-	22
MATSQUI	-	54
DELTA	-	57
MISSION	-	63
MISSION VILLAGE	-	12
RICHMOND	-	83
SURREY	-	80
MAPLE RIDGE	-	200
PITT MEADOWS	-	35
COQUITLAM	-	2
CHILLIWACK	-	1
DEWDNEY	-	3
MAINLAND COAST	-	3
		615

GM/EK

October 21, 1943.

VIA AIR MAIL

Colonel W. K. Chandler, K.C.,
c/o District Superintendent, Vancouver, B. C.

I am passing you herewith copy of memorandum received from the Deputy Minister of Justice, which is self-explanatory.

Will you please advise whether the exceptions noted in the concluding paragraph of this memorandum are sufficient to meet the main difficulty confronting you, or if you consider the matter to be of such major importance that we should seek a specific exemption.

Director.

Enc.

DEPARTMENT OF JUSTICE, CANADA

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
OCT 20 1943
OTTAWA.

PLEASE ADDRESS
THE DEPUTY MINISTER OF JUSTICE
OTTAWA

WRJ/LB

OTTAWA 18th October, 19 43.

To: The Director of Soldier Settlement
and Veterans' Land Act, Ottawa.

J.R. 8455-43.

I return herewith Mr. Chandler's letter to you of the 6th instant together with the enclosures referred to therein.

You desire to be advised as to whether the Wartime Leasehold Regulations are applicable to you when renting lands acquired from the Custodian of Japanese propery.

Section 2(a) of the regulations provides that His Majesty is bound by the regulations and by any order made thereunder "subject to any action "taken by the Governor in Council after November 21, "1941." I do not consider that the provisions of the Veterans' Land Act, 1942, which authorize you to lease property acquired by you pending sale or resale, in any way conflict with section 2(4) of the Wartime Leasehold Regulations and I am therefore of opinion that you are bound by those regulations and the various orders made thereunder.

I assume, however, that the leases in question are of property used solely for agricultural purposes. If this is the case, I have to refer you to section 2(1)(b) of order No. 294 of the Wartime Prices

...

and Trade Board which excludes "real property used "solely for agricultural purposes" from the provisions of that order and from the provisions of section 5 of the Wartime Leasehold Regulations.

F. P. Varcoe

Deputy Minister.

J.R. 8405-43

CANADA

Air Mail

YOUR FILE NO.

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

PLEASE QUOTE

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
OCT 9 1943
OTTAWA.

VANCOUVER,B.C., October 6, 1943.

G. Murchison, Esq.,
Director of Soldier Settlement & Veterans' Land Act, Ottawa.

Dear Sir:

Mr Vance.
Will appreciate your comment

Further to my letter of October 1st I enclose copy of a letter I have today received from Mr.J.S. Maguire, Regional Rentals Officer at Vancouver, and a copy of my reply. The gist of the Orders-in-Council to which Mr.Maguire refers is as follows:-

P.C.9029 of October 31, 1942, Section 2, subsection(4)reads:-

"His Majesty in right of Canada or in right of any province of Canada shall be bound by the provisions of these regulations and by any order unless otherwise provided in such order."

P.C.3207 of April 26, 1943, Section 6, reads as follows:-

"Subsection (4) of Section 2 of the said Regulations is deleted and the following is substituted therefor:
"(4) Subject to any action taken by the Governor in Council after November 21, 1941, His Majesty in right of Canada or of any province of Canada shall be bound by the provisions of these regulations and of any order"."

You will notice that His Majesty in the right of Canada is bound by the regulations subject to any action taken by the Governor in Council after November 21st, 1941. My point is that,if His Majesty is excluded by any Order in Council after that date,a fortiori he is excluded by an Act of the Sovereign Legislature giving the Director the sole power of leasing.

I have no doubt that you will find no difficulty in getting the point cleared up.

Yours truly,

W.K. Chandler.

Legal Adviser.

WKC:B
Enc.

VLA105

COPY

THE WARTIME PRICES AND TRADE BOARD

Marine Building, Vancouver, B.C.

October 5, 1943.

Mr. W. K. Chandler
Legal Adviser to the Soldier Settlement of Canada,
518 Rogers Building,
Vancouver, B.C.

Dear Sir: Re: H. Mikkelson - Lot 2 of Sec.2, Bl.3 North, Range 7 West, Map 963, Dist.of New Westminster

This is to acknowledge receipt of your letter of the 1st instant in which you state that the Director of the Soldier Settlement does not come under the jurisdiction of the Rentals Regulations and we note your quotation from the Veterans' Land Act.

We enclose herewith Order-in-Council P.C.9029 and amending order P.C.3207 the governing Orders-in-Council, pursuant to which the Rentals Regulations were made. We refer you to sub-section (4) of section 2 of P.C.9029 and amending section 6 of P.C. 3207. Upon perusal of these sections it would appear that there is no doubt that your Director is bound by the Rentals Regulations. For your information we have had our interpretation of the above confirmed by the Deputy Rentals Administrator who is at present in this city.

It would appear, therefore, that it would be necessary for your Director to apply to this Board to vary or fix any maximum rentals of any leases coming under his jurisdiction unless he can produce an Order to the contrary from the Governor-in-Council as provided by section 6 of P.C.3207.

Yours truly,

sgd. J.S.Maguire

Regional Rentals Officer.

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO.....

PLEASE QUOTE.....

518 Rogers Building,
VANCOUVER,B.C., October 6, 1943.

Mr. J. S. Maguire,
Regional Rentals Officer,
The Wartime Prices and Trade Board,
Marine Building, VANCOUVER, B.C.

Dear Sir:

Re: H. Mikkelson
Lot 2 of Sec.2,Blk.3 N,Rge.7 W,
Map 963, Dist. of New Westminster

I beg to acknowledge receipt of your letter of October 5th enclosing copies of P.C.9029, and P.C.3207 of April 26th, 1943, which annuls the provisions of the first Order in Council referring to the Crown.

The opinion of the Deputy Rentals Administrator on a question of law is interesting, but is hardly convincing when it flies in the face of the provisions of P.C.3207. In any event it is not an opinion upon which the Director can rely in carrying out the duties specifically imposed upon him by an Act of Parliament.

I pointed out to you in my letter that Parliament, as the Sovereign power with the assent of the Governor General, has passed a Statute which clearly removes the operation of the Veterans' Land Act from the authority of your Board.

I am sending a copy of your letter to my Director with the request that if he deems it advisable he should ask the Justice Department, ~~or your Minister~~, to settle the question. I quite understand that in view of the legal opinion expressed by your Deputy Rentals Administrator you must follow his instructions, but I feel it is unfortunate that you should be prepared to proceed without reference to the Department of Justice as to the correctness of your opinion since, as I pointed out, that Department is fully conversant with the Veterans' Land Act, which met with their approval, and with the powers of your Board. In the meantime the Director must operate under his Act, and I again request that you will do nothing in your office to cause unnecessary embarrassment to one or both of us until the question is settled.

Yours truly,

Legal Adviser.

WKC:B

VLA105

GM/EK

October 13, 1943.

Colonel W. K. Chandler, K.C.,
C/o District Superintendent,
Vancouver - B. C.

Dear Colonel Chandler,-

You wrote me a few days ago with reference to some difficulty you are having with the local Rentals Administrator in connection with Japanese properties in British Columbia. I handed this correspondence to Mr. Varcoe, Deputy Minister of Justice, and asked him to look into it and let me have his advice. I expect to have this at an early date and trust that in the meantime you are not being unduly embarrassed.

Yours faithfully,

Director.

Copy for H. O.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
SEP 24 1943
OTTAWA.

Vancouver, B.C.
September 17, 1943.

MEMO TO - REGIONAL OFFICE & FIELD SUPERVISORS CONCERNED:
NEW WESTMINSTER, B.C.

Re: Japanese Lands

You have received copies of a number of notices mailed to the tenants of the above lands which the Director is purchasing. The following explanation may assist you to understand differences which you may have noticed:

(1) Printed notices cover all leases taken over and accepted, whether made:

(a) By the Japanese.
(b) By the Japanese and renewed or extended by Custodian.
(c) By the Custodian himself.

(2) Typewritten notices cover leases not taken over and accepted, but falling in the following categories:

(a) Leases made by the Japanese for the duration of the war.
(b) Verbal leases.
(c) Leases undesirable for any other reason.

(3) Notices to vacate have been served in the following cases:

(a) Where the Japanese leases for the duration of the war or a longer term contain a termination clause.
(b) Where the lease record showed that the tenant was "poor pay".
(c) Where it seems desirable to force the tenant to make a new lease under the Veterans' Land Act.

In no case is it intended that the notice necessarily means final termination of the lease. I cannot and do not pretend to decide whether the tenant in possession should be given a new lease or not, but only that a new lease under the Veterans' Land Act is desirable, whether with the present tenant or some other.

There are still some odds and ends of leases to be dealt with, for which notices will be sent when I get the final clean-up from the Custodian.

W.K. Chandler,
LEGAL ADVISER

WKC/W

Copy for Information - HEAD OFFICE

[redacted]

8-6-1

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
SEP 13 1943
OTTAWA.

516 Rogers Building,
VANCOUVER, B.C., September 9, 1943.

RECEIVED
SEP 10 1943
BOARD OF

Mr. J. B. Shimek,
General Manager, Pacific Co-Operative Union,
MISSION CITY, B.C.

Dear Sir:

I have for acknowledgment your letter of the 7th instant.

No doubt any information you may care to give us will be of value to our men when arranging leases. It is our desire to maintain these properties as well as possible and, for this reason, we would like to have them in the hands of men who will look after them and live up to the terms of any lease that is given.

Your offer to give us the benefit of your experience is appreciated.

Yours truly,

(I. T. Barnet)
District Superintendent.

ITB:B

COPY Head Office

PACIFIC CO-OPERATIVE UNION

MISSION CITY, B.C.
September 7th, 1943.

Mr.Barnett,
The Soldiers Settlement of Canada,
470 Granville Street, Vancouver, B.C.

Dear Sir:

Thinking over the leasing of the Japanese farms by yourselves to the present tenants we wondered if it would be a wise thing for us to give you the names of certain tenants who are absolutely worthless as farmers on certain farms.

There are not many of these but there is the odd one and a tenant of this type should not be permitted to occupy a farm that could be redeemed by a man that will do the work properly and not depend on the work being done by someone else and drink up the money that this Association has advanced for this purpose, in beer parlors.

If you are desirous that we supply you with this information will you please drop us a line and we will give you the names of these worthless growers in confidence so those that you will send out to arrange with the tenants for new leases will know who they have to deal with.

Of course it is quite easy to see by looking over the farm who are the good ones and the bad ones but some of these men that are the worst offenders have a wonderful gift of the gab and can almost make a fellow believe that the farm is in wonderful condition when it is really polluted and neglected in the worst possible way.

We have already decided that we are going to expell men of this type from the association even if we have to lose money because they cannot carry on unless somebody continually supports them and supplies them with more money to carry on their way of life, than the crop is worth. There are plenty of good sane reliable farmers available who will be glad to rent these farms and do justice by them.

You can be assured, Mr.Barnett, that you can call on us at any time and we will be only too glad to give you or your men the benefit of our experience with these tenants during the last two years and remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION
Per.
"J.B.Shimek"
Gen.Mgr.

JBS/EK

[redacted]

Ottawa, September 13, 1943.

Colonel W.K.Chandler,
Soldier Settlement of Canada, VANCOUVER.

In compliance with your request of the 11th instant addressed to Mr. Murchison I am forwarding herewith Legal File No.35-18-15, entitled "Reasons for Judgment." Mr. Murchison has seen your letter of the 11th instant.

Superintendent,
Land and Loans Branch.

Encl.
Registered

SHR/P.

[redacted]

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
SEP 13 1943
OTTAWA.

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

SOLDIER SETTLEMENT OF CANADA

Vancouver, B.C.
September 11th, 1943.

Via Air Mail

G. Murchison, Esq.,
Director of Soldier Settlement & Veterans' Land Act,
OTTAWA, Ontario

Dear Mr. Murchison:-

I am glad to be able to report that I have now taken over the great majority of the leases, and the notices to the tenants have gone out. As a result of the delay in handing them over we have been faced with the same rush as in the case of the taxes, but the material has been dealt with as it came through to us.

Leases made by the Japanese for the duration of the war are not being taken over. In those cases I am sending out a special notice to the tenant to the effect that the Custodian has sold and transferred to the Director all the interest of the Japanese and of the Custodian in the lands now occupied by the tenant. From what I can learn there should be no difficulty in the majority of cases in getting a new lease signed by the tenant on proper terms. I expect that some tenants will prove recalcitrant. There are a large number of these leases in the Municipality of Richmond and from the recurrence of certain names I conclude that a number of these leases are held by real estate agents or other sponsors of the Japanese, either for their own benefit or that of the Japanese. We may have a little trouble with these. I want to make it plain to the tenant that we are not taking over the Japanese lease. Would you have Mr. Radford send me the file of Judgments handed down by various courts in Soldier Settlement cases? He will know the file to which I refer.

I have not located a surveyor yet, but Mr. Berner has undertaken to find out either through Mr. Godfrey or Mr. Ramsay a surveyor who is acquainted with the localities concerned and who would be acceptable.

Yours truly,

W K Candlish

WKC/W

Legal Adviser.

HEAD OFFICE

Gen.137

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
AUG 18 1943
OTTAWA

518 Rogers Building,
VANCOUVER, B.C., August 13, 1943.

RECEIVED
SEP 9 1943
BOARD FILE

Mr. J. B. Shimek,
General Manager, Pacific Co-Operative Union,
MISSION CITY, B.C.

Dear Sir:

Your letter of August 6th has been received in which you state that a number of the tenants on the properties which this Department is taking over from the Secretary of State need financial assistance. It is regretted that I have not been able to reply sooner due to the fact that I have been out of the office for a few days.

The present leases are being assigned to this Department and, as soon as this is done, it will then be possible for us to know the terms and financial standing of each lease. Where the tenant is in good standing, and has properly maintained the holding according to the terms of the lease, in all probability a renewal can be obtained provided terms satisfactory to both parties can be arranged.

Each tenant will be dealt with separately, as you will appreciate it is not possible to deal with a problem of this nature collectively. As soon as the individual tenant receives notice from the Custodian of assignment of his lease to this Department, we will then be able to discuss renewal with him if he so desires.

Yours truly,

(I. T. Barnet)
District Superintendent.

ITB:B

COPY

PACIFIC CO/OPERATIVE UNION.

MISSION CITY, B.C.

August 6th, 1943.

The Soldiers Settlement of Canada,
470 Granville Street,
Vancouver, B.C.

Gentlemen: Attention Mr.Barnet

We are in a predicament in regards to the present tenants on the Japanese evacuated farms. A number of these tenants need financial help immediately in order that they may carry on the work that is necessary on their plantations. The present situation which does not give us any security whatsoever does not permit us to help these people now occupying these farms. Are you in a position to give us an outline of the kind of agreement you are willing to submit to these tenants so we may satisfy ourselves that the present tenants will occupy the farms they are on now for at least one more year?

If we get this assurance we feel reasonably safe and can help them again to carry on.

Thanking you for an early reply, we remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per. "J. B. Shimek"
Gen.Mgr.

JBS/EK

GM/K

8-6-1

August 9, 1943.

I.T. Barnet, Esq.,
District Superintendent of Soldier Settlement,
Vancouver, B.C.

RECEIVED
SEP 9 1943
BOARD FILE

Dear Mr. Barnet,-

Rental of lands acquired for purposes of the Veterans' Land Act.

On my return to the office this morning from Prince Edward Island, I received your letter of the 5th instant wherein you deal with the leasing policy which should be followed, particularly with respect to Japanese lands.

Recent letter to District Superintendents makes it plain, of course, that revenue receipts must be remitted to the Receiver General and that disbursements for taxes, running repairs, etc., are chargeable to administration. These items will also appear in project accounts, but as stated, it does not automatically follow that all these administrative expenses will result in pyramiding the cost of the land to the Director from the standpoint of calculating the sale price to the veteran. This would be manifestly unfair and unsound. At the same time, it cannot be laid down as a hard and fast policy at the present moment that no administrative expenses can be taken into account in calculating the sale price. That is something we will have to determine in the light of future experience.

I have not the time this morning to go fully into the various points raised in your letter, as I am leaving immediately for the Province of Quebec. However, I will make a point of considering the matter further a little later on. Meanwhile, there does not appear to be any immediate difficulty so far as leasing is concerned, and I trust that the comments above will serve to ease your mind so far as pyramiding the cost price of the land is concerned.

Yours very truly,

G.M.

Director.

dictated by director.

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

SOLDIER SETTLEMENT OF CANADA

VANCOUVER,B.C., August 5, 1943.

G. Murchison, Esq.,
Director of Soldier Settlement and Veterans' Land Act, Ottawa.

Rental of Lands acquired for purposes of the Veterans' Land Act

The decision made by the Treasury Board that all revenue from these properties must go direct to the Receiver General, rather than be put in replacement account and disbursed for necessary operating and maintenance purposes connected with farm lands, has caused me considerable concern since receiving this information.

You are aware that in the course of the next few days I must lay down a general policy for the renting,or renewal of leases, of seven or eight hundred properties. It is true that many of the leases on these lands will not run out for another six months and, in some instances, it is possible that the lease in existence may be valid until the war is over. However, I feel confident that there are not many in this latter category but, it is to be expected, in buying a large number of properties that we will run into certain leases that will not meet with our approval.

As soon as a general policy is decided on I propose to turn the detail of this work over mainly to my Chief Inspector, and I intend to handle practically all of it through the Regional Office in New Westminster. I want to direct the flow of correspondence, and counter interviews, to the New Westminster Office rather than the District Office.

Colonel Chandler has now been here two and a half weeks and he has yet to receive the first title to a property from the Custodian. This delay may mean that some of the rentals will not be collectable, and,when tenants are formally advised of the assignment of their leases to this Department, there will likely be a big demand for renewals irrespective of whether or not the lease does not expire until early next spring.

I propose to insert a clause in the leases to permit us to enter the property, if we so desire, to erect buildings. We would then be in a position to start building operations,where necessary, before the lease expired. I suggested to Mr.McKay that his broad general objective for 1943 leases should be to obtain a cash rental of, roughly, ten per cent of the appraised value with the landlord responsible for taxes and insurance. I have found over an extended period of years that this is the most satisfactory basis of rental in this province. Do you

wish me to proceed on the same basis for the 1944 crop year? The alternative is to accept a much smaller cash rental, and have the tenant work out the balance of a fair rental for the property by way of improvements, or repairs to buildings, seeding down ground to clover,etc., or replacing some of the existing plantations with new strawberry plants or new cane fruits.

To illustrate my point let us suppose a fair cash rental for a property is $500. We could possibly only ask $250 cash from the tenant, have him pay the taxes, renew the roof on the house and set out, say one acre of strawberries and half an acre of raspberries. In following this policy, however, from past experience I have found great difficulty in getting tenants who are out to defeat us to carry out the improvements, etc., called for in the terms of the lease. Very often they would vacate the property after having the use of it for four or five months, and leave the taxes unpaid. From a business point of view a cash rental is preferable, and it cuts down administration costs. With a block of land involving a large number of rentals our gross returns would be much greater on this basis.

I feel that it is our duty to maintain these properties in their present physical condition as regards buildings, soil, crops,etc. If the Receiver General takes all our rents, and out of another account we must draw funds for essential improvements and operating expenses, charging them all to the capital cost of the property, it is not treating the farm fairly. The Treasury Board has its duties. On the other hand, as administrator of a large volume of property being purchased, and held pending the return of veterans, we in turn have a heavy responsibility which must be handled in a practical way.

I have expressed my opinions, but possibly your better knowledge of matters pertaining to Treasury will permit of your suggesting a method that might be put into effect.

Last year with the occasional tenant we called for improvements rather than an all cash rental, but the moment information of this nature got about tenants who had all cash rentals came in requesting that we alter their leases. I early saw therefore that it was necessary to dictate a specified policy, and to stick by it. The same situation I feel will apply again for 1944. It is for this reason that I want to have a policy right from the commencement which meets with your approval. We will have men asking for two-year leases, or leases until the war is over. It is my opinion, however, that they will have to be satisfied with one-year leases and, broadly speaking, leases should expire not later than the end of February, 1945.

ITB:B

District Superintendent.

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE..... Gen.137

RECEIVED
FEB 8 1943
BOARD FILE

518 Rogers Building,
Vancouver, B.C.
February 1st, 1943.

Y
8-6-1

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
FEB 6 1943
OTTAWA.

The Director of Soldier Settlement,
Ottawa, Canada.

Japanese Lands - Leases

We received the leases signed by Mr. Murchison on the 30th ultimo, together with the extracts which are being returned herewith, as they should have been retained for Head Office files.

J. J. Barnet
District Superintendent.

/W
Encl.

S.S. 516

[redacted]

GM/K

RECEIVED
JAN 28 1943
BOARD FILE

January 25, 1943.

I.T. Barnet, Esq., District Superintendent, Vancouver, B.C.

8-6-1

Returned herewith, duly signed as requested, are lease agreements forwarded with your letter of January 19th, as follows:

File No.	Name of Japanese Owner	Name of Tenant
J.L. 318	M. Odamura	C. & A. Joiner
J.L. 283	T. & M. Oka	J.H. Curtin
J.L. 270	T. Mishima	J.H. Curtin
J.L. 163	K. Onagi	H. Sanborg
J.L. 59	M. Sakamoto	A.W. Stevenson
J.L. 6	G. Furukawa	Tom Lee

Director.

Enclosures.
REGISTER.

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE..... Gen.137

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
JAN 25 1943
OTTAWA.

518 Rogers Building,
Vancouver, B.C.
January 19th, 1943.

The Director of Soldier Settlement,
Sovereign Building,
O t t a w a.

Japanese Lands

Attached hereto please find Lease Agreements for your signature and return, together with particulars covering same, as follows:

File No.	Name of Japanese Owner	Name of Tenant
J.L.318	M. Odamura	C. & A. Joiner
J.L.283	T. & M. Oka	J.H. Curtin
J.L.270	T. Mishima	J.H. Curtin
J.L.163	K. Onagi	H. Sanborg
J.L. 59	M. Sakamoto	A.W. Stevenson
J.L. 6	G. Furukawa	Tom Lee

J. G. Bonner

District Superintendent.

/W
Encl.

S.S. 516

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....J.L.137

8-6-1

VANCOUVER,B.C., January 18, 1943.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
JAN 23 1943
OTTAWA.

The Director of Soldier Settlement, Ottawa.

Japanese Lands - Leases

We received the leases signed by Mr.Barnet on the 16th instant, together with the extracts which are being returned herewith as they should have been retained for the Head Office files.

J. L. Barnet

District Superintendent.

Per B.

/B
Enclosures

RECEIVED
JAN 25 1943
BOARD FILE

S.S. 516

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE....Gen.137

Via Air Mail Attention
Mr. I. T. Barnet,

VANCOUVER,B.C., January 11, 1943.

The Director of Soldier Settlement, Ottawa.

V
8-6-1

Japanese Lands - Leases

The following leases, together with particulars of same, are being forwarded for signature. The notification 'By his authorized representative' will be added on return of the documents to this office.

File No.	Name of Japanese Owner	Name of Tenant
J.L. 42	MUKAI, O.	Eno Sironer
184	AOKI, K.	Helen Fraser (Mrs.)
346	MIKI, Y.	Robert C. MacGregor
348	KOSAKA, K. & M.	Charles V. Telford
441	INAMASU, H. Y.	J. J. Brown
652	GOTO, B.	Cornelius F. Bakermans

The particulars in regard to the lease of the H.Y.Inamasu property to J.J.Brown went forward to Ottawa under date of December 15th last. The lease was returned to the Custodian's office for a minor correction, and apparently has been retyped.

(I. T. Barnet)
District Superintendent.
Per. B.

/B
Encl:

S.S. 516

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE Gen.137

V

J-6-1

VANCOUVER,B.C., January 7, 1943.

The Director of Soldier Settlement, Ottawa.

RECEIVED
JAN 8 1943
BOARD

Japanese Lands - Leases

File No.	Name of Japanese Owner	Name of Tenant
J.L. 35	IWASE, T.	Jacob P.Regier
54	HOYANO, T.	Richmond Growers' Coy.Ltd.
105	HOSAKI, I.	" " " "
137	HOSAKI, S.	" " " "
209	MATSUOKA, T.	" " " "
255	OKANO, M.	" " " "

(I. T. BARNET)
District Superintendent.

/B

per B.

S.S. 516

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....Gen.137

VANCOUVER, B.C., January 5, 1943.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
JAN 11 1943
OTTAWA.

The Director of Soldier Settlement, Ottawa.

Japanese Lands - Leases

Attached are particulars of Lease Agreements approved by me, as follows:-

File No.	Name of Japanese Owner	Name of Tenant
J.L. 49	ODA, K.	William O. Ingram
117	KATO, Kiyoji	John R. Hartley
136	UMETSU, Kin	Ivan G. Gentry
152	TOMITA, Michio	Wilber C. Molloy
311	SHIN, Yeda	Fred LaChance
332	FUJIMOTO, Miki	Nicholas Kelly
481	TSUCHIDA, Seishora	Karl Hartman
683	ICHIKAWA, H.	Ralph Holley
207	(YAMAMOTO, T.(deceased) (now known as Mrs.T.Taku)	Albert A.Mitchell

(I. T. Barnet)
District Superintendent.

ITB:B
Enclosures

S.S. 516

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....Gen.137

VANCOUVER,B.C., January 5, 1943.

The Director of Soldier Settlement, Ottawa.

Japanese Lands - Leases

Attached are particulars of Lease Agreements approved by me, as follows:-

File No.	Name of Japanese Owner	Name of Tenant
J.L. 49	ODA, K.	William O. Ingram
117	KATO, Kiyoji	John R. Hartley
136	UMETSU, Kin	Ivan G. Gentry
152	TOMITA, Michio	Wilber C. Molloy
311	SHIN, Yeda	Fred LaChance
332	FUJIMOTO, Miki	Nicholas Kelly
481	TSUCHIDA, Seishora	Karl Hartman
683	ICHIKAWA, H.	Ralph Holley
207	(YAMAMOTO, T.(deceased) (now known as Mrs.T.Taku)	Albert A.Mitchell

(I. T. Barnet)
District Superintendent.

ITB:B
Enclosures.

RECEIPT ACKNOWLEDGED.

Date_____ _____

S.S. 516

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

VANCOUVER, B.C.,
January 5th, 1943.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
JAN 11 1943
OTTAWA.

The Director of Soldier Settlement, OTTAWA, Ont.

Re: Japanese Land Appraisals.

Enclosed please find Appraisal Report in the following case:-

File No.	Name	Legal Description
DISTRICT OF SURREY		
JL-909	SURREY BERRY GROWERS CO-OPERATIVE ASS'N.	Lot 2 of S.W.¼ Sec. 33, Blk.5N, Rge.2W, Map 6634, N.W.D.

(I. T. Barnet),
DISTRICT SUPERINTENDENT.

/PW
Encl.

S.S. 516

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE Gen.137

VANCOUVER,B.C., December 31, 1942.

8-6-1

The Director of Soldier Settlement, Ottawa.

Japanese Lands

Attached are particulars of Lease Agreements approved by me, as follows:-

File No.	Name of Japanese Owner	Name of Tenant
J.L. 55	KUSANO, K.	James A. Head
907	UJIMOTO, K. & I.	Garnet A. Lewis
908	(HANEY FRUIT RANCHERS'	Grace Mae Anderson(Mrs.)
"	(ASSOCIATION	Joseph L. Wilson
909	SURREY BERRY GROWERS' CO-OPERATIVE ASSOCIATION	C.C.Dan Company Limited

(I. T. Barnet)
District Superintendent.

ITB:B
Enclosures

S.S. 516

YOUR FILE NUMBER.....

PLEASE QUOTE FILE Gen.137

SOLDIER SETTLEMENT OF CANADA

VANCOUVER, B.C., December 29, 1942.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
JAN 4 1943
OTTAWA.

The Director of Soldier Settlement, Ottawa.

Japanese Lands

I am attaching particulars of Lease Agreements approved by me today, as follows:-

File No.	Name of Japanese Owner	Name of Tenant
J.L.199	K. & S. Matsuo	L. F. Walton
376	W. Itaya	R. Richardson
404	O. Shigehiro	Westminster Canners Limited
450	T. Otsuki	E. Dyck
485	T. Fukushima	Pacific Coast Packers Limited
412	S. Shigehiro	J. Pratt & Douglas Bell
664	K. Nagasaka	L. Accarias
681	S. Erisuzaki	G. Y. Gee
197	K. T. Kamimura	J. Hendricks
297	K, Yonemitsu	J. J. Tweedy
303	H. Taise	A. Lepine

(I. T. Barnet)
District Superintendent.

ITB:B
Encl:

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE...Gen.137

VANCOUVER,B.C., December 28, 1942.

The Director of Soldier Settlement, Ottawa.

Japanese Lands

Attached are particulars of Lease Agreements approved by me on the 23rd instant, as follows:-

File No.	Name of Japanese Owner		Name of Tenant
J.L.156 —	Hidaka,	T. & K.	Lee Jone
— 432	Nakamura,	J.	Geo. Saastad
642 —	Tanaka,	G.	J. Loewen
660 —	Yoshida,	K.	C. H. Bradbury
— 685	Kosaka,	J.,T. & M.	G. H. Snow

(I. T. Barnet)
District Superintendent.

ITB:B
Enclosures

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
JAN 2 194[illegible]
OTTAWA.

S.S. 516

YOUR FILE NUMBER.....

PLEASE QUOTE FILE Gen.137

SOLDIER SETTLEMENT OF CANADA

VANCOUVER,B.C., December 24, 1942.

G.Murchison, Esq.,
Director of Soldier Settlement, Ottawa.

Dear Mr.Murchison, Japanese Lands

In view of the fact that you will probably be having a conference with Mr.McPherson next week on matters of major importance in connection with Japanese lands, I thought it well to give you a little more information in a concrete way regarding the tenants on properties which were obligated to ship their output to the Pacific Co-Operative Union. You dealt with these properties under paragraph (a) of your memorandum of November 12th to Mr.McPherson. This arrangement, for all practical purposes, took us out of the picture locally.

You will note from correspondence already submitted that when I pointed out to Mr.McPherson the possibilities of complications he immediately tried to put me back into the picture, but I declined to act formally. I told him, however, that when Mr.McKay was next in the Mission area, if time permitted, he would look over some of these properties on which modified leases were under way. His memorandum of December 24th to me in this regard is self explanatory, and a copy is enclosed herewith.

The Nakashima place carries one of the highest appraisals of any of the Japanese owned properties. Furthermore, the greater part of the investment lies in the land, with tree and bush fruits thereon, rather than in buildings, which is the case in some instances where there is a fairly high valuation. You will notice Mr.Ramsay is particularly impressed with the soil, etc., on this place. I have never actually been over the property, but I know its location on the Dewdney Trunk Road, having passed it many times.

The second parcel of land which Wormworth appraised is also known to me as it was part of the old Shook farm of sixty odd acres most of which was located on Hatzic Island. This particular parcel lies on the left hand side of the road just before one passes over the bridge on to Hatzic Island. The land here is good, but the water table is comparatively high at all times, and it is not a sure piece of land year in and year out for intensive farming.

Mr. Shimek, Manager of the Pacific Co-operative Union told me that last year's leases were based on the tenants paying 20% of the gross production of these farms in previous years. Personally I feel where one must operate throughout the year, live and pay taxes, etc., that very

few people could meet the amount involved in 1942 leases, and still have anything left to meet the aforesaid expenses, maintain the property and prepare future crops. On the other hand I think the swing proposed for 1943 is getting too far the other way.

Mr. McKay recently arranged to rent the K. Hikida place (J.L.434) for $400 cash for 1943. I was over this property recently and, from a productive point of view, it is not to be compared with the Nakashima property at Dewdney. Much of the value of this place lies in the buildings. The present tenant, so far as I know, will get little or no revenue out of the buildings, and his lease is based on the potential revenue from the land only. The property had very little work done on it after the owner left it this year, and a large amount of work is now necessary to clean up the cane fruits.

This is brought to your attention as one of the problems with which Mr.McPherson is going to find himself confronted in adjusting leases in which the Pacific Co-Operative Union is interested, and care must be exercised in handling these leases.

The other problem with which he appears to be confronted, so far as I can see has never been tackled, and is the chief cause of discontent among the growers at the present time. I am referring to the alleged misrepresentations in acreages in crops, and the heavy deficits with which most of these tenants find themselves confronted after the year's operations are completed. Mr.McKay covers this in his other memorandum of December 24th, supported by copy of the lease on the K. Yasumitsu farm, J.L.229, to Anthony Jackson. The attached data covers the surveyor's report on the acreage stated to be actually in the respective crops, together with return on the year's business of the Co-Operative Union, showing deficits and credits, finishing up with a deficit of over $1200. To date this problem has been no affair of ours under our Order in Council.

I pointed out to our men in considering leases this year that deficits from last year were no affair of ours, and properties must be leased at what was considered a fair rental value this season. The question of misrepresentations on the 1942 business in my opinion is a matter that must be dealt with separately from the 1943 business. I have never seen any final statements of the financial setup of the Pacific Co-operative Union, nor any evidence of the complicated system of financing that was entered into with these tenants in 1942 on their leases when it was alleged they had given notes which, in turn, were endorsed by the Japanese owners of the properties.

I do not feel that I am in a position to make a suggestion as to how these matters are to be adjusted as it has been no affair of ours. The fact remains that the problem will have to be tackled sooner or later. I have expressed the view to Mr.McPherson several times that these tenants are not substantial men financially, and that these deficits could never be collected from them. However, I do believe that if the Japanese

owners sold their properties, sooner or later they would have to make good these deficits to the Pacific Co-Operative Union. I should imagine that in most cases the properties are worth more than the deficit on the 1942 lease.

I considered that this information would be of value to you should your discussion with Mr. McPherson advance to the point of getting into the detail of this rather involved problem.

Yours very truly,

H S Barnett

District Superintendent.

ITB/B
Enclosures.

Vancouver, B.C.
December 24th, 1942.

MEMO TO THE DISTRICT SUPERINTENDENT:-

I have just spent four days in the Maple Ridge and Mission Municipalities, and among the Japanese properties visited were two near Hatzic, one being T. Nakashima, J.L.408, and the other K. Yamanouchi, J.L.409.

In view of recent discussions between Mr. McPherson of the Custodian's office and yourself, I feel that the situation as I find it in respect to these properties should possibly be placed before the Director since in the immediate future he will be having a further discussion with Mr. McPherson, who, I understand, left for the East last night.

The Nakashima place consists of two parcels - one a twenty-four acre layout valued by Mr. Ramsay at $3800.00 and carrying a young orchard on which he places $972.00 valuation for the trees. The other parcel of fifteen acres was appraised by Mr. Wormworth and was valued at $800.00. It has three acres of strawberries; three acres of rhubarb, and three acres of hops. J.I.Haas Company are handling the hops, and Frank Shimek had the two parcels leased in 1942 for $3000.00. He has offered the Custodian $350.00 as rent for 1943.

When I arrived at the farm I found a man by the name of Adanowisch in residence. He tells me he has made an arrangement with Shimek whereby he is to operate the place for a year as from the 1st of November last on the basis of one-fifth of the crop proceeds. The man is a miner. He came from the coal fields at Cadomin, Alberta last October. He was never on a fruit farm in his life before and frankly admits that he knows nothing whatsoever about pruning, cultivating, fertilizing or handling in any way of the crop that he will harvest. As an example of the damage that could be done by this type of individual, I might just mention that he had been trying out the pruning shears and he given a good young apple tree a thorough going over, taking old and new wood, fruit buds, and all, just as he came to them.

The Yamanouchi place in the same locality consists of two parcels with sixteen acres under cultivation appraised by Mr. Wormworth and valued at $2000.00. It is heavily cropped to strawberries and cane fruits with about a dozen odd fruit trees. It was leased in 1942 to Frank Shimek for $1500.00. For 1943 he has offered the Custodian $250.00. In this case there is a family of Czechoslovakians just recently from a homestead in Northern Alberta in residence, with no fruit farming experience whatsoever. The man is working in the sawmill this winter, and his wife, with their five children, the eldest of whom is a nine year old boy, are on the place. The woman, who speaks very little English, indicated to me that she was at a loss as to how she was going to be able to handle the cultivating of the strawberries in the spring. These people are operating on a one-fifth of the crop basis.

(OVER)

It is generally admitted that considerable difficulty is to be expected during the coming crop season, insofar as necessary labour is concerned, but it does seem too bad that properties such as the ones referred to here should get into the hands of individuals so lacking in knowledge of what they are up against.

G Buchan

FIELD SUPERVISOR.

GTM/W

Vancouver, B.C.
December 24th, 1942.

MEMO TO THE DISTRICT SUPERINTENDENT:-

The leasing of Japanese properties on reasonable terms is not a difficult problem, and in travelling through the country I find little dissatisfaction among those people who are on lands that have not been tied up during the past season through the Pacific Co-operative Union. There is, however, considerable uneasiness among the people who were tied up through the Pacific Co-operative Union this last season and who wound up their operations in debt to that organization.

I understand from Mr. Richardson of the Custodian's office that twenty-five claims for misrepresentation of acreages in various crops have been submitted to the Custodian's office.

There is one instance, and probably the worst one of the lot, upon which I have been given a complete statement of the man's affairs, insofar as it affects the season's operations. I have reference to A. Jackson on the Yasumatsu property at Clayburn and I attach hereto the material as handed to me by Jackson.

(a) Copy of the lease agreement.

(b) Statutory Declaration by Jackson.

(c) Copy of the survey made by H.B.Abbott, land surveyor, who measured up the various plots in crops for Jackson.

(d) Statement of the crop out-turn showing Jackson to be in debt to the P.C.U. to the tune of $1217.78.

So far no adjustment has been made by the Custodian's office in respect to deals such as this one and until it and the others like it have been dealt with, there is bound to be agitation from the people on the farms, which can have no good effect in cleaning up the whole leasing problem.

G Brockway
FIELD SUPERVISOR.

GTM/W

COPY

FARM LEASE

THIS INDENTURE made in duplicate this sixth day of April A.D. 1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

KOSAKU YASUMITSU of Clayburn in
the Province of British Columbia -
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

ANTHONY JACKSON of Mount Lehman in
the Province of British Columbia -
Farmer
(hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT, for and in consideration of the rents,covenants and conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hath demised and leased AND BY THESE PRESENTS DOTH DEMISE AND LEASE unto the Lessee all those certain parcels or tracts of land and premises situate,lying and being in the Municipality of Matsqui in the District of New Westminster and Province of British Columbia, more particularly described as:-

East part of East half of South half of South West quarter of Section thirty three (33) Township sixteen(16)containing twenty-five (25) acres more or less.

TOGETHER WITH all erections and buildings,dwellings,barns, stables and outhouses thereupon erected,standing and being;

AND TOGETHER ALSO WITH all ways, paths, passages,water courses,privileges and advantages whatsoever to the said premises belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of ten (10) months to be computed from the first day of April A.D. 1942 and from thenceforth next ensuing and fully to be completed and ended;

YIELDING AND PAYING THEREFOR, for the said term hereby granted unto the Lessor the sum of Two thousand ($2,000.00) Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged)

THE LESSEE covenants with the Lessor to pay rent; and to repair(reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

THE LESSEE further covenants with the Lessor that he will, during the said term, property cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of :-

Six (6) acres of strawberries
Three (3) acres of raspberries
Two (2) acres of rhubarb
Thirty (30) fruit trees

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good and husbandlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Pacific Co-operative Union and will in all respects carry out the obligations of the Lessor to Pacific Co-operative Union under the Lessor's contract with that co-operative association and will execute an Agreement of his own with Pacific Co-operative Union;

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any live stock, farm implements or miscellaneous tools which are left by the Lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent on the termination of

this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated.

PROVIDED that, if the Lessee shall properly operate the aforesaid lands and premises during the year 1942,he shall be able to again rent the said lands for the year 1943,but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants. The Lessor covenants with the Lessee for quiet enjoyment.

PROVIDED ALSO in case of any breach of any of the covenants and conditions herein contained,it shall be lawful for the Lessor or his Agent to re-enter upon the said lands and premises and the same to have again,repossess and enjoy;

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises,then,and in every such case,the current rent shall immediately become due and be paid and the term hereby granted shall,at the option of the Lessor or his Agent, forthwith become forfeited and determined;

AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows,include each of

their respective heirs, executors, administrators and assigns.

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

Signed, Sealed and Delivered by KOSAKU YASUMITSU and ANTHONY JACKSON in the presence of

"M.M. FLETCHER"

"K. YASUMATSU" (Seal)

"A. JACKSON" (Seal)

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia make oath and say:-

1. That I was personally present and did see KOSAKU YASUMITSU and ANTHONY JACKSON, the parties thereto, duly sign and execute the within instrument, for the purposes therein named.

2. That the said instrument was executed at Mission City aforesaid.

3. That I know the said parties and that they are each, in my belief, of the full age of twenty-one years.

4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City in the Province of British Columbia this sixth day of April A.D. 1942.

"J.M. CAMPBELL"
A Commissioner for taking affidavits within British Columbia

"M.M. FLETCHER"

Dated April 6th, A.D. 1942

KOSAKU YASUMITSU

-and-

ANTHONY JACKSON

FARM LEASE

James M.Campbell
Barrister Solicitor
Mission City,B.C.

COPY

IN THE MATTER OF FARM LEASE APRIL 6th. 1942.

KOSAKU YASUMITSU

to

ANTHONY JACKSON

STATUTORY DECLARATION

L, Anthony Jackson of Mt. Lehman in the Province of British Columbia, Fruit Farmer, do solemnly declare:-

1. That on the 6th. day of April A.D. 1942 I leased from KOSAKU YASUMITSU of Clayburn, British Columbia, the East part of the East half of the South half of the South West quarter of Section Thirty-three (33) Township Sixteen (16) containing twenty-five (25) acres more or less, in the Municipality of Matsqui, District of New Westminster for a term of ten months from the first day of April A.D. 1942 at a rental of Two Thousand ($2000.00) Dollars.

2. That at the time of entering into the said lease the said KOSAKU YASUMITSU represented to me that the growing crops on the said land consisted of the following:-

Six (6) acres of strawberries

Three (3) acres of Raspberries

Two (2) acres of rhubarb

Thirty (30) fruit trees

and it was on that basis that I paid the aforesaid rental of $2000.00.

3. That I now find the aforesaid acreages have been greatly exaggerated.

4. That on or about the 12th. day of August A.D. 1942 I caused the aforesaid acreages to be measured by H. H. B. Abbott, British Columbia Land Surveyor, residing at Abbotsford, British Columbia, and attached hereto and marked with my signature is a list of the acreages of all of the strawberries, raspberries and rhubarb on the said lands.

5. That the shortage in acreage on the said lands in the various kinds of crops is as follows:-

Strawberries	2.22 acres
Raspberries	1.25 "
Rhubarb	1.20 "
Total shortage	4.67 "

And I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of The Canada Evidence Act.

Declared before me at Mission City in)
(sgd. A. Jackson
the Province of British Columbia)
(
this 18th day of September, A.D.1942)

sgd. J. M. Campbell
A Commissioner for taking affidavits
within British Columbia.

COPY

H. H. B. ABBOTT

B. C. Land Surveyor,

Abbotsford, B.C.

TO WHOM IT MAY CONCERN

Re: Easterly 22.42 acres of East ½ of Frac. S.W.¼
Sec.33 Tp.16, E.C.M. - New Westminster Dist.B.C.

This is to certify that I have this day made survey of acreage of all plots in above property planted to strawberries, raspberries or rhubarb and have found the respective acreages to be as follows:-

Plot	Strawberries	Raspberries	Rhubarb
1	2.304 acres		
2		0.243 acres	
3			0.387 acres
4		0.503 "	
5		0.433 "	
6	0.733 acres		
7	0.742 "		
8			0.412 "
9		0.572 "	
Totals	3.78 acres	1.75 acres	0.80 acres

Plots are numbered consecutively from North to South of the property and working from West to East.

"H. H. B. ABBOTT"

B.C.L.S.

Abbotsford, B.C. 12th August, 1942.

sgd. A. Jackson

" J. M. Campbell

Dated _____ 1942

ANTHONY JACKSON

re

KOSAKU YASUMITSU

STATUTORY DECLARATION

James M. Campbell
Barrister Solicitor
Mission City, B.C.

C-O-P-Y

PACIFIC CO-OPERATIVE UNION

Mission,B.C.

Name A. Jackson

Address Mt.Lehman,B.C.

Date		Debit	Credit
1942.	BROUGHT FORWARD:-	$ 2197.11	$
May 5	25 Rhubarb crates	5.50	
" 6	H-25 crates Rhubarb (72)		18.00
	Less 3% Sinking Fund or Non-Member surcharge	.54	
	Hauling 25 crates @ 5	1.25	
" 29	2 Crates Strawberries @ 2.90 - 5.80		
" 31	1 " " @ 2.82 - 2.82		
	2 " " @ 2.82 - 5.64		14.26
	Less 3% Sinking Fund	.43	
" 19	6 "Go West" Insecticide	22.50	
" 22	600 Strawberry crates	168.00	
" 27	Jam	5.58	
June 2	10 Crates Strawberries @ 2.95 - 29.50		
	1 " " - 2.95		
" 4	2 " " @ 2.41 - 4.72		
" 5	11 " " @ 2.43 - 26.73		
	4 " " @ 2.43 - 9.72		
	2 " " @ 2.43 - 4.86		
			91.44
" 11	6 " " @ 2.16 12.96		
	Less 3% Sinking Fund	11.85	
	50 Barb boxes transferred-K.Yasumatsu	10.00	
	K. Yasumatsu-Cancelled ck.		41.07
	Advance on Jam berries to June 15(No.214)		
	7013 lbs. B.Sov. @ 4¢		280.52
	Advance on Jam berries to June 15(No.260)		
	581 lbs. B.Sov. @ 4¢		23.24
	June 30 - Ck.#1510	300.00✓	
July 15	2300 lbs.Fertilizer	63.65	
	Less 3% Sinking Fund	18.71	
" 7	Ck. #1728	100.00	
" 13	Ck. #1844	100.00	
	Adv.on jam berries(#214)June 16-30-11837#@ 4		473.48
	" " " " (#260)June 16-30-3752# @ 4		150.08
	High School Girls wages	12.81	
		100.00✓	
" 16	Ck. #1907		
" 6	8 Crates Raspberries (3.03)- 24.24		
" 7	5 " " (2.88)- 14.40		
" 8	1 " " - 2.88		
" 10	27 " " (2.88)- 77.76		
" 11	4 " " (2.36)- 3.54		122.82
" 6	100 Raspberry crates	31.00	
	Jam Payments--		
	#214-2298 lbs. Straw. Jam @ 4¢		91.92
	1699 " Rasp. " @ 10¢		169.90
	18 " sour cherries@ 6¢		.90
	16 " Bing Jam @ 6¢		.96
	174 " " Canning @ 9¢		15.66
	#260 493 " Straw. Jam @ 4¢		19.72
	6 " Rasp. Jam @ 10¢		.60
	Less 3% Sinking Fund	12.67	
	High School Girls wages	30.19	
	Bank Note - Ck. Req.58	202.45	
	" " - Ck. " 58	101.00	
	" " - Ck. " 58	301.67	
	July 31 - Ck.#2338	150.00✓	
	Carry forward:	$ 3946.91	$ 308.29

Pacific Co-operative Union,
[redacted] Mission, B.C.

A. Jackson,
Mt. Lehman, B.C.

Date		Debit	Credit
	BROUGHT FORWARD:	$ 3946.91	$308.29
Jly.21	4 Crates Raspberries @ 1.25		5.00
	Jam Payment-		
	7013 lbs.Straws @ 4¢ June 1-15		280.52
	581 " " @ 4¢ " "		23.24
	11837 " " @ 4¢ " 16-30		473.48
	3752 " " @ 4¢ " "		150.08
	#214-2298 " " @ 4¢ Jly. 1-15		91.92
	#260-493 " " @ 4¢ " "		19.72
	#214-3180 " Rasps @ 10¢ " 16-31		318.00
	#260-15 " " @ 10¢ " "		1.50
	22 lbs. Boysen @ 8¢ " "		1.76
	Less 3% Sinking Fund	40.95	
		50.00✓	
Aug. 14	Ck.#3024	5.73	
	573 lbs. No. 2 Straws paid as No.1	136.88	
	Hauling a/c R.A.Jackson-May16-Aug.15	35.00	
	Int.on $2000.for 3 mos.@ 7%-Crop Agreement		
	Jam Payment-Aug. 1-31		154.90
	1549 lbs.Rasps @ 10¢		.75
	15 " Blacks @ 5¢		.88
	44 "Y.E.Plums @ 2¢		1.10
	110 "Apples @ 1¢		
	Less 3% Sinking Fund	4.73	
Sep. 3	Ck.#3565	35.00✓	
		$ 1514.57	$1522.85

DEBIT BALANCE $ 1217.78

Via Air Mail

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....Gen.137

VANCOUVER,B.C., December 24, 1942.

G. Murchison, Esq.,
Director of Soldier Settlement, Ottawa.

Japanese Lands

For completion of your file I am attaching copies of the following correspondence:-

Letter from Mr.G.W.McPherson dated December 22, 1942.
My reply of this date, and
My reply to Mr.McPherson's letter dated the 17th instant, copy of which you have.

I understand Mr.McPherson has left for Ottawa. No doubt you will have an interview with him this coming week.

District Superintendent.

ITB:B
Encl:

S.S. 516

Gen.137

518 Rogers Building,
VANCOUVER,B.C., December 24, 1942.

G. W. McPherson, Esq.,
Authorized Deputy of the Secretary
of State and/or the Custodian,
506 Royal Bank Building,
VANCOUVER,B.C.

Dear Sir: Japanese Agricultural Lands

In view of the fact that the subject matter of your letter of December 17th is covered under paragraph (a) of Mr.Murchison's memorandum to you of November 12th, I felt, as already mentioned to you, that it is not within my jurisdiction to express an opinion in regard to the adjustments referred to. However, I told you that if time permitted we might look over some of these properties to see whether the rental arrangements were satisfactory.

This has been done but, as stated above, I must be guided by the last arrangement you made with Mr.Murchison.

Yours very truly,

ITB:B District Superintendent.

Gen.137

518 Rogers Building,
VANCOUVER,B.C., December 24, 1942.

G. W. McPherson, Esq.,
Authorized Deputy of the Secretary
of State and/or the Custodian,
506 Royal Bank Building,
VANCOUVER, B.C.

Dear Sir: Japanese Agricultural Lands

Your letter of December 22nd has been received, and it is noted you have decided to discuss this whole problem with Mr.Murchison again when you arrive in Ottawa. It is hoped that an early decision can be given. The time is now getting short in which to permit the majority of these properties in the Fraser Valley, Vancouver Island and the Gulf Islands being rented before spring work should actually be under way.

Wishing you, and your Staff the Compliments of the Season.

Yours very truly,

District Superintendent.

ITB:B

COPY

C A N A D A
DEPARTMENT OF THE SECRETARY OF STATE
Office of the Custodian

506 Royal Bank Building,
VANCOUVER, B.C.
December 22nd, 1942.

I. T. Barnet, Esq.,
District Superintendent,
Soldier Settlement of Canada,
VANCOUVER,B.C.

Re: Japanese Agricultural Lands

Dear Sir:-

I have your letter of December 17th, reviewing the situation insofar as your department and this office are concerned, and wish to thank you for same.

I also wish to acknowledge the copy of your letter of December 17th addressed to your Director, Mr.Murchison.

I agree with the suggestions made on the last page of your letter, that the matter should be allowed to stand until I arrive in Ottawa next week, at which time I will discuss the whole problem with Mr.Murchison.

The arrangements which we made in your office a week ago last Saturday, are working quite satisfactorily, and I believe that over one hundred leases have now been signed by myself.

The co-operation of your staff in getting tenants' signatures, together with the staff of this office, will greatly facilitate the work. Your personal co-operation is greatly appreciated.

In view of the fact that I may not see you before I leave for the East, may I wish you the Compliments of the Season.

Yours very truly,

Sgd. G.W.McPherson.

GWMcP:HW

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
DEC 26 1942
OTTAWA.

YOUR FILE NUMBER.....

PLEASE QUOTE FILE Gen.137

SOLDIER SETTLEMENT OF CANADA

VANCOUVER,B.C., December 21, 1942.

The Director of Soldier Settlement, Ottawa.

Japanese Lands - Leases

Attached hereto are particulars of Lease Agreements approved today, as follows:-

File No.	Name of Japanese Owner	Name of Tenant
J.L. 5	S. Omura	Mrs. Florence Milne
38	M. Seto	Frank Fairbrother
42	O. Mukai	Tom Louie
42	O. Mukai	Charles A. Owen
56	M. Arinobu	A. W. Stevenson
153	Y. Fuji	Mrs. M.E.Hannah
159	J. Shimidsu	M. J. Geisler
193	M. & F. Moriwaka	L. Hertz
243	H. & T. Oki	Wm. Van Der Ven
319	S. Taniyama	Jack B. Fairburn
365	G. Y. Shoji	J. H. Bertrand
385	K.Sakamoto	F. Racey
393	Y. Sakamoto	Westminster Canners Ltd.
432	J. Nakamura	N. Krajacic
434	K. Hikida	C. C. Dan
437	Y. Fujii	W. R. Currie
456	Y. Yamada	F. D. Ming
463	S. Yamasaki	R. C. E. Thomas
480	H. Tsukishima	D. A. Cameron
482	A. Sato	J. Keller
488	S. Shimmoto	John Lunter
531	H. Yoneda	C. H. Bradbury
564	M. Nishida	C. H. Bradbury
577	E. Onishi	Jake Harder
582	K. Onodera	H. Shannon
605	M., K. & S. Mori	C. H. Bradbury
653	Z. Inouye	Mrs. K.Laursen
672	A. Uno	J. M. Okerholm
674	T. Kamoda	Bernard Smith
687	M. Y. & H. Nagai	G. H. Snow

(I. T. Barnet)
District Superintendent.

ITB:B

P.S. These leases have yet to be executed by the tenants.

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE Gen.137

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
DEC 24 1942
OTTAWA.

VANCOUVER,B.C., December 19, 1942.

G. Murchison, Esq.,
Director of Soldier Settlement, Ottawa.

Japanese Lands

Attached is copy of Mr.McPherson's letter of the 17th instant. In view of the arrangement entered into between Mr.McPherson and yourself, as set out in your memorandum of November 12th, I do not feel justified in officially undertaking the request contained in this letter. However, I have looked over the appraisals on these properties, and it appears to me that the rent arranged in a number of cases is low.

Mr. McKay is in the field at present and, if time permits, he is going to quickly check these leases. We realise in the District Office that deterioration in field crops has been heavy in many cases since the appraisals were made. It is a matter of record that on October 26th I warned the officials of the Custodian's office as to the danger of reducing rents this year to a point below a fair rental value with the thought of having a greater margin to offset the tenants' deficits with the Pacific Co-Operative Union on the 1942 crop.

(I. T. Barnet)
District Superintendent.

ITB:B
Enclosure

S.S. 516

COPY

C A N A D A
DEPARTMENT OF THE SECRETARY OF STATE
Office of the Custodian

506 Royal Bank Building,
VANCOUVER,B.C., B.C.
December 17th, 1942.

I.T.Barnet, Esq.,
Dist.Supt., Soldier Settlement of Canada,
470 Granville Street, Vancouver, B.C.

Dear Sir: Re: Reduction of Rentals on existing leases

As a result of our conversation and, in order not to embarrass the work of the Soldier Settlement of Canada, I have suggested to Mr.Ure, the Custodian's supervisor at Mission, that before definitely agreeing to the reduction of rent on any existing lease that he let us have particulars, which should be submitted to you for your indication as to whether or not you think the rentals are reasonable and that they will not embarrass your organization.

The following applications have been received from tenants by Mr.Ure and he has agreed with the tenant on a rental reduction for the coming season. The name of the Japanese owner, the name of the tenant and the rent to be paid for 1943 are indicated in the following list.

Owner		Applicant		Amount
Hisoaka,	I.	Haffner,	D.	$ 85.00
Shimoda,	S.	Froese,	L.M.	125.00
Yamanouchi,	K.	Shimek,	F.	250.00
Nakashima,	T.	Shimek,	F.	350.00
Tateyama,	I.	Edge,	John H.	210.00
Eto,	S.	Nikkel,	J.	279.52
Uchimaru,	I.	Lidstone,	B.E.	100.00
Fukami,	K.M.	Ordog,	J.	35.00
Tsutsumi,	H.	Lundstrom & Smith,		90.00
Yamamoto,	Sadao	" " "		175.00
Miyasaki,	S.	Baiog & Papp		150.00
Fujikawa,	S	Martens		100.00
Araki,	T.	Ordog,	J.	75.00
Tsutsumi,	M.	Lundstrom & Smith		135.00
Saito,	T.	Berquist,	C.W.	50.00
Senda,	K.	Morrison,	F.	110.00

It would greatly facilitate the work of this department if you could advise me as to whether or not these rents are reasonable, insofar as your department is concerned.

Yours very truly,

sgd. G.W.McPherson
Authorized Deputy of the Secretary of State
and/or the Custodian.

GWMcP:HW

SOLDIER SETTLEMENT OF CANADA

YOUR FILE NUMBER.....

PLEASE QUOTE FILE Gen.137

VANCOUVER,B.C., December 19, 1942.

Director of Soldier Settlement, Ottawa.

Japanese Lands

I am enclosing for your observation copy of a supplementary lease form which the Custodian proposes to use in connection with modified leases of properties which are tied to the Pacific Co-Operative Union.

(I. T. Barnet)
District Superintendent.

ITB:B
Enclosure

S.S. 516

THIS INDENTURE made this _____ day of _____

A. D. 194__.

BETWEEN:

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

Hereinafter referred to as the
LESSOR HEREIN OF THE FIRST PART

AND:

Hereinafter referred to as the
LESSEE HEREIN OF THE SECOND PART.

WHEREAS this Agreement is intended to be supplemental to a Lease dated the _____ day of _____ A.D. 194__ and made between _____as the Lessor therein and the Lessee herein (hereinafter called the Lease);

AND WHEREAS the Lessor named in the Lease is a person of the Japanese race and under the provisions of Order-in-Council No. 1665 and Amendments thereto and by the registration or evacuation of the Lessor named in the Lease all his interest in the demised lands and all his interest as Lessor in the Lease have vested in the Lessor herein;

AND WHEREAS the Parties hereto are desirous of altering the Lease in the manner hereinafter appearing;

WITNESSETH that in consideration of the mutual stipulations:-

1. IT IS HEREBY MUTUALLY AGREED that the Lease shall be varied as follows:-

(a) The rental for the residue of the term after the _____ day of _____ 194__ and in substitution for the rental for that residue reserved by the Lease shall be the sum of $_____ payable on the _____ day of _____ 194__ (or on each of the following days:

)

(b) The term under the Lease shall not be for the term of _____ months to be computed from the ___ day of _____ 194_ as provided in the Lease but shall be for the term of _____ (Months or Years) to be computed from the _____ day of _____ 194 and thence to be fully completed and ended on the _____ day of _____ 194__.

(c) The Lessor herein shall not be deemed to have given any warranty as to the area of the demised lands or of any acreage thereon under cultivation or other acreage howsoever, or of the fitness of the demised lands or any part thereof for any particular purpose.

(d) The Lease as varied hereby shall continue in full force and effect.

2. THE LESSEE hereby attorns to the Lessor herein and becomes a tenant of the said lands from the Lessor herein according to the terms of the Lease as hereby varied.

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

SIGNED by the said Lessor by his authorized deputy, in the presence of:-

SIGNED by the said Lessee in the presence of:-

DATED A.D.194 .

THE SECRETARY OF STATE OF CANADA

-and-

COLLATERAL TO LEASE

LOCKE,LANE,GUILD & SHEPPARD,
Barristers, etc.,
Vancouver, B.C.

GM/EK

December 29, 1942.

Memorandum:

- Mr. Crerar -

re: Japanese Lands.

.....

Further to our telephone conversation of this afternoon. I have just made a quick review of leasing arrangements completed by our Vancouver office in respect of eighty parcels of these Japanese lands. The total of the appraised values we made on these eighty parcels was $120,400, the annual taxes are $3,000 and the 1943 rental totals $12,788. Thus there is a net return of 8% on the valuations we have made, after providing for taxes. At the same time this return will doubtless be sadly depleted by all round depreciation of the property in the hands of some of these tenants.

I thought this might be of interest to you during your discussion of the matter with your Colleagues.

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

SOLDIER SETTLEMENT OF CANADA

Ottawa, December 28, 1942.

MEMORANDUM:

MR. MURCHISON

Re: Leases of Japanese Lands
approved by Vancouver Office
December 21, 1942.

	No.	Rental	Taxes	Value of Farm		Taxing Authority
	5	$180.00	$60.13	$3000.00		Maple Ridge
	38	96.00 ($8per month)	40.35	1500.00	(No appraisal)	" "
	42	90.00	19.19	600.00		" "
	42	120.00	42.94	2200.00		" "
	56	180.00	33.05	1700.00		" "
	153	84.00	41.21	1200.00		" "
	159	144.00	39.11	1800.00		" "
	193	125.00	42.25	1500.00		" "
	243	168.00	12.36	1200.00		" "
	319	70.00	61.40	900.00		Matsqui
	365	250.00	44.31	1300.00		Maple Ridge
	385	150.00	38.33	1200.00		Pitt Meadows
	393	150.00	32.60	600.00		Langley
	432	25.00	16.32	250.00		Surrey
	434	400.00	38.58 (Drainage Tax $7.40	3500.00		Delta
	437	96.00	22.03	600.00		Surrey
	456	75.00	9.45	400.00		Pitt Meadows
	463	72.00	24.47	500.00		Surrey
	480	75.00	26.51	800.00		"
	482	144.00	52.50	1300.00		"
	488	125.00	41.13	1000.00		"
	531	75.00	33.55	1300.00		Richmond
	564	125.00	41.69	1500.00		"
	577	24.00	12.69	100.00		Surrey
	582	180.00	40.31	1100.00		"
×	605	60.00	70.94	2350.00		Richmond
	653	35.00	23.35 (Approx)	600.00	approx. for this portion.	Surrey
	672	120.00	27.12	2000.00		Delta
	674	210.00	18.26	1700.00		"

. . .

No.	Rental	Taxes	Value of Farm		Taxing Authority
687	$1900.00	$241.87	$15,000.00	(Greenhouse proposition)	Maple Ridge
TOTAL:	$5548.00	1,248.00	$52,700.00		

Mr Murchison
See No 605. This is in line
with 566 previously reported.
C. H. Bradbury is the lessee in
both cases.

J.L.398 &
J.L.566

Ottawa, December 23, 1942.

I.T.Barnet, Esq.,
District Superintendent, Vancouver.

Re: Leasing of Japanese Lands

Mr. Murchison perused the particulars of lease agreements approved by you on the 14th and 15th of December and has asked me to write you for further particulars on two of the leases in order to reconcile the figures shown as rental consideration in each case as compared with the information contained in the appraisal reports.

(1) SAIICHI, Ito - Blk."P", N.W.33, Blk.5,N., R.2,W. - 36.65 acres

The lease in this case is shown to have been made in favour of Philip Nickel a soldier serving with the Edmonton Fusiliers at Hastings Park in the City of Vancouver, the consideration being $144.00 for the period of one year from November 1942 to November 1943.

According to the appraisal report there was 8.2 acres of strawberries apart from other fruits on the property this past year and that there are two sets of buildings. It is evident that the lessee himself is not in a position to farm the property and under the circumstances it is assumed that the lease is intended to cover one of the houses only, possibly the one built by the owner for his son Tom and that the bulk of the property is still available for disposition.

(2) HIKIDA, M. Lot 19 Sec.2, Blk.3N, Rge.7W, Map 963, N.W.D. - 4.5 acres

In this case the rental consideration is shown to be $50.00 for the period November 1st, 1942 to October 31st, 1943 or a little more than $4.00 per month. The lessee is shown to be Chas.H.Bradbury who, according to the appraisal report, agreed to rent the land only, for the duration of the war for the sum of $90.00 annually. The buildings and home orchard were reported to be rented to a Mr. and Mrs. Scott for the sum of $7.00 per month. What is the present lease intended to cover and is the consideration shown, the correct amount?

SHR/P.

Superintendent,
Land and Loans Branch.

Mr Murchison.

Do you wish
to see the appraisal
reports on those I have
marked with ×

Send in
627
358
566

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

SOLDIER SETTLEMENT OF CANADA

Ottawa, December 21, 1942.

MEMORANDUM:

MR. MURCHISON

Re: Leases of Japanese Lands
approved by Vancouver office

	No.	Rental	Taxes	Value of Farm		Taxing Authority
	15	$150.00	$ 23.77	$1300.00		Maple Ridge
	62	150.00	46.79	1300.00		" "
	63	60.00	4.73	500.00		Delta
	102	100.00	23.44	900.00		Maple Ridge
	161	50.00	22.53	500.00		" "
	162	250.00	37.17	1000.00		" "
	195	120.00	65.61	1100.00		" "
	198	85.00	18.45	850.00		Mission
x	206	50.00	39.53	1600.00		Maple Ridge
	372	75.00	23.50	1400.00		Langley
	373	180.00	30.50	2200.00		"
	435	25.00	15.45	200.00		Surrey
	436	30.00	26.50	300.00		"
	442	120.00	39.51	1000.00		"
	449	96.00	24.88	700.00		"
x	484	50.00	48.84	800.00		"
x	627	30.00	40.26	1000.00		Richmond
	628	96.00	8.94	900.00		Delta
	640	50.00	8.06	350.00		"
	689	400.00	75.40	4000.00		Maple Ridge
	690	1750.00	178.92	10000.00	(Greenhouse proposition)	" "
	693	180.00	17.27-	1800.00		Delta
	66	120.00	23.70	900.00		Maple Ridge
	278	134.00	47.34	2000.00		" "
	425	120.00	(28.35) (7.44)	1200.00		Pitt Meadows Maple Ridge
	425	35.00	15.23	350.00		Pitt Meadows
	508	180.00	60.63	2000.00		Surrey
	597	72.00	10.98	500.00		"
	72	96.00	25.69	700.00		Maple Ridge

No.	Rental	Taxes	Value of Farm		Taxing Authority
73	$180.00	$ 24.25	$1500.00		Maple Ridge
74	60.00	29.96	700.00		" "
256	144.00	25.08	1500.00		" "
264	60.00	19.85	400.00		" "
349	60.00	17.24	250.00		" "
X 398	144.00	105.27	3700.00		Surrey
441	36.00	13.35	350.00		"
443	95.00	36.90	1100.00		"
444	30.00	26.50	300.00		"
X 445	50.00	40.31	850.00		"
513	100.00	46.91 (plus water $24.)	1900.00		Richmond
546	75.00	22.03	300.00	(2 yr.lease)	Surrey
X 566	50.00	60.43	1800.00		Richmond
571	150.00 (15 acres)	67.13	1300.00	(Taxes cover 25 not 15 acres)	Surrey
602	180.00	22.54	1600.00		Delta
654	180.00	7.76	1000.00		Richmond
672	240.00 (One lot)	49.35	2000.00	(Taxes cover both lots)	Delta
692	144.00	14.63	1200.00		"
694	120.00	9.12	1400.00		"
710	108.00	16.25	1200.00		"
733	180.00	39.65	2000.00		Richmond
TOTAL	7,240.00	1,757.92	67,700.00		

8% gross return
5% allowed for depreciation
3% net return

H. C. Cadwell

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
DEC 21 1942
OTTAWA.

YOUR FILE NUMBER.....

PLEASE QUOTE FILE Gen.137

SOLDIER SETTLEMENT OF CANADA

VANCOUVER,B.C., December 15, 1942.

The Director of Soldier Settlement, Ottawa.

Japanese Lands - Leases

Attached hereto are particulars of Lease Agreements approved today, as follows:-

File No.	Name of Japanese Owner,		Name of Tenant	
J.L. 72	TAMURA,	M. & T.	LOWRY,	Wm.
73	KUMAMOTO,	H. & T.	WELLS,	Chester
74	KUMAMOTO,	K. & T.	"	"
256	NAGAO,	M.	ROPER,	R. W.
264	MIYAKE,	T. &. N.	FORGIE,	H.
349	FUJIWARA,	T.	SCHOLES,	J. H.
398	ITO,	S.	NICKEL,	P.
441	INAMASU,	H. Y.	BROWN,	J. J.
443	KADO,	Shizuo	SAASTAD,	G.
444	KADO,	Sueo	"	"
445	FUJIKI,	H.	CROSS,	H.
513	YAMAMOTO,	Y. & M.	HERBERT,	E. H.
546	NAKANO,	S. S.	McDONALD,	C. A.
566	HIKIDA,	M.	BRADBURY,	C. H.
571	SUNADA,	N.	BERDEN,	Wm.
602	WAKAI,	S. & C.	SIGOUIN,	A. J.
654	OGA,	M.	PROTEAU,	J.
672	UNO,	A.	CROCKER,	P. H.
692	FUJINO,	B.	RODENBUSH,	A. V.
694	NAGA,	H.	JANZEN,	A. J.
710	TAKENAKA,	S.	GRAUWELMAN,	S.
733	FUKUSHIMA,	J.	BUTLER,	Mrs. B.

(I. T. Barnet)
District Superintendent.

ITB:B
Encl:

P.S. Two of these leases only have been signed by the tenants, namely R.W.Roper (J.L.256), and J. J. Brown (J.L.441).

YOUR FILE NUMBER.....

SOLDIER SETTLEMENT OF CANADA

PLEASE QUOTE FILE.. Gen.137

VANCOUVER,B.C., December 14, 1942.

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
DEC 21 1942
OTTAWA.

The Director of Soldier Settlement, Ottawa.

Japanese Lands - Leases

Attached hereto are particulars of Lease Agreements approved today, as follows:-

File No.	Name of Japanese Owner	Name of Tenant
J.L. 66	NAKANO, A.	HOCKNELL, G. A.
278	YAMAMOTO U.	PETERSON, E.
425	SUZUKI, S.	ANDERSON, Mrs.I.R.
425	" "	METCALF, C.P.
508	OHORI, M.	BOUX, J. B.
597	SHIMAMOTO, T.	CURRIE, W. R.

(I. T. Barnet)
District Superintendent.

ITB:B
Encl:

P.S. These leases have all been signed by the tenants with the exception of that to Mrs.I.R.Anderson (J.L.425)

S.S. 516

YOUR FILE NUMBER.....

PLEASE QUOTE FILE.....

DIRECTOR OF SOLDIER SETTLEMENT
RECEIVED
DEC 21 1942
OTTAWA

SOLDIER SETTLEMENT OF CANADA

VANCOUVER, B.C., December 14, 1942.

The Director of Soldier Settlement, Ottawa.

Japanese Lands - Leases

Attached hereto are particulars of Lease Agreements approved today, as follows:-

File No.	Name of Japanese Owner		Name of Tenant	
J.L. 15	TAKASHIMA,	T.	YAM,	Wong
62	YAMAMOTO,	R.	BALZER,	John D.
63	FUJISHIGE,	T.	AYLING,	Robert S.
102	TERAMURA,	N.	HEAD,	James A.
161	MAEHARA,	K.	REMPEL,	George A.
162	"	M.	"	" "
195	FUJITA,	Y.	BRUNDIN,	Mrs. M.
198	ITO,	Y.	WILLS,	Mrs. R.M.
206	UTSUNOMIYA,	G.	SANBORG,	Patricia F.
372	NITTA,	M.	CLARKE,	A.E.
373	MORISHTA,	N.	SHECK,	M.
435	HASHIMOTO,	N.	SAASTAD,	G.
436	IKEDA,	G.	"	"
442	KOSUGI,	U.	HARAKAS, J. & LA PLACA, L.	
449	RIUJIN,	M.	MOCKLER,	P.
484	YASUI,	S.	BELL,	Mrs. Nancy
627	OHARA,	M.	WONG,	Ah
628	TAKAHASHI,	S.	JOHNSON,	G.
640	NOTE,	K.	PETERS,	A.G.
689	OKAZAKI,	O.	LAVOIE,	R.J.
690	TSUYUKI,	T.	SCOTT,	W.T.
693	KOIZUMI,	Y.	KLAMMER,	A.

(I. T. Barnet)
District Superintendent.

ITB:B
Encl:

P.S. None of these leases have been signed by the tenants.