

5821

FORM 100
FRASER VALLEY

FILE NO. 5821

**OFFICE OF THE CUSTODIAN
JAPANESE SECTION**

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: Mitsunobu Nakano
HOME ADDRESS: River Rd. Rushin Bk.
REGISTRATION NUMBER 13374 SEX: Male AGE: 55
OCCUPATION: Farmer

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

EMPLOYER: _____

MARRIED? _____

NAME OF WIFE OR HUSBAND: _____

ADDRESS OF WIFE OR HUSBAND: _____

NAMES OF ANY LIVING CHILDREN: _____

ADDRESS OF CHILDREN: _____

AGE OF CHILDREN: _____

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

1. LOCATION AND DESCRIPTION: North half (N 1/2) of SE 1/4
of Section Nine containing of 80 acres
on Property land

2. BUILDINGS AND OTHER IMPROVEMENTS: Chicken house
40' X 120' long

3. INSURANCE (Give particulars; state where policies are) _____

4. TAXES (Amount and where payable) \$ 47.47 to Maple Ridge

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) _____

6. OCCUPANCY AND LEASES (If vacant so state) Lease to Ron
Lee Jay

7. STATE WHEREABOUTS OF TITLE DOCUMENTS *Handed to Mission*

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: *No*

9. IF FARM LAND STATE CROPS SOWN *4 acres of Strawberries*
1 3/4 to Mrs. Munton

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: *15 acres in Wharfedale No. 1*

Indian Reserve

2. LANDLORD'S NAME AND ADDRESS: *Indian Agent at New*
Westminster

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: *Lease 131 53 -*

29 - No 444 period from April 1st to Sept

4. STATE WHEREABOUTS OF LEASE: *Sept 1st to April*

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) *Lease to*

Don Sam Jay of Mission

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: *3 1/2 acres of Strawberries*

3 1/4 acres Rhubarb. 1/4 acres Blackberries

3/4 acres Black Caps

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:

3 electric Brooders at Shimeha of Hatye

Farm equipment & tools. 1 cultivator, 1 sickle

1 Harrow, 1 Sprayer, 1 plough, 1 chisel, 1 Draper

1 Book Case, 1 Buddhist Shrine, 1 Iron Board

12 gal. Earthen Crock, 1 box, Kitchen House, Pots & Pans

Nail 3 1/4" - 30 lb. Nail 3" - 30 lb. 6 saw, Washing Machine

Left at census house (Mrs. Munton)

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS *1 Horse*
1 Dog 3 Cat.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY

Furniture, 1 kitchen stove, 4 bed. mattresses - spring
 2 " Cabinet, 1 chest of drawers
 Tools . 5 axes, 2 manure forks, 4 shovels,
 2 mattocks, 2 Potatoes, 3 milk
 5 hoes, 5 saws
 Painting Equipment, 1 cool Broaden, 1 paint
 1 chick feeders, 1 paint, 1 mixing
 2 spade, 1 Scraping Board,
 1 5' pail, 4 gal
 All other things left at Renting home

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

8. BANK ACCOUNTS: August 20.00

9. LIFE INSURANCE: Life Insurance

10. INTEREST IN ANY ESTATES OR TRUSTS:

11. SAFETY DEPOSIT BOX:

LIABILITIES:

1. PERSONAL DEBTS:

2. TRADE DEBTS:

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

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

Dated this Dec day of 28

1942,

Donashiki, Exord.

(Signature)

Mitew V. Kaido

Witness

FOR DEPARTMENTAL USE

FRASER VALLEY

FORM "JP"

Whonock B.C.

FILE NO.

8193

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: NIKAIDO (F uji) Mrs. Mitsu

HOME ADDRESS: River Rd., Ruskin B.C.

REGISTRATION NUMBER 13375 SEX: Female AGE: 47

OCCUPATION: Housewife

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

EMPLOYER: none

MARRIED? yes

NAME OF WIFE OR HUSBAND: Mitsu

ADDRESS OF WIFE OR HUSBAND: Hastings Park, Vancouver B.C.

NAMES OF ANY LIVING CHILDREN: Masako (F) Chiyo (F) Tae (F)

Yoshiko (F) Kimiko (F) Chiyoko (F) Kosaku (M)

Takeo (M) Haruo (M) Hiroshi (M) Sayoko (F) Sakimi (F)

ADDRESS OF CHILDREN: River Rd., Ruskin B.C.

AGE OF CHILDREN: 22, 21, 19, 17, 15, 14, 13, 10, 9, 8, 6, 1.

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

1. LOCATION AND DESCRIPTION: none

2. BUILDINGS AND OTHER IMPROVEMENTS: none

3. INSURANCE (Give particulars; state where policies are) none

4. TAXES (Amount and where payable) none

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed)

none

6. OCCUPANCY AND LEASES (If vacant so state) none

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: none
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: none
9. IF FARM LAND STATE CROPS SOWN: All the crop has been Leased to

Bon Sun Jay. Mission City B.C. Property has also been leased to same person. for \$750.00. Property was registered by husband at Hastings Park
Cash \$375. / Lease is in name of NIKADD, Milton-Douglas & Co. agent.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Living with husband at
River Rd., Ruskin B.C.
2. LANDLORD'S NAME AND ADDRESS: none
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: none
4. STATE WHEREABOUTS OF LEASE: none
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) none
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: none

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES, EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS: 2 chests of drawers
2 Chesterfields, 7 Beds, 6 Chairs, 1 Book Case, 1 Parlor Stove,
1 Kitchen Stove, Buddhist Shrine, Electric Clock, 1 Ironing Board,
2-12 Gallon Earthen Crock, Chinaware and Kitchen Utensils,
2 Cupboards, Macaroni Machine, Farming Implements and tools
1 Cultivator, Harrow, Plough, Scale, Sprayer, Poultry Equipments.
3---Electric Brooder, 1 Coal, Brooder, Chick Feeders, Fountains,
Poultry Netting, 20 Pails, All to be left in house at
River Rd., Ruskin B.C.
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS
- 1 Horse- to be rented to Pen Sun Jay. 1 Dog, 3 Cats, To be left.
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY none

8793

4. INSURANCE CARRIED ON ABOVE PROPERTY: none
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: none
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) none
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) none
8. BANK ACCOUNTS: none
9. LIFE INSURANCE: none
10. INTEREST IN ANY ESTATES OR TRUSTS: none
11. SAFETY DEPOSIT BOX: none

LIABILITIES:

1. PERSONAL DEBTS: none
2. TRADE DEBTS: none

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

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

Dated this 11th day of May 1942

(Signature)

二階堂 方子

J. F. Williams

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Oct. 13/43.

File No. 5821

1. Name NIKAIDA Mitsu
(Surname in Block Letters)

Registration No. 13374

Male - Female
(check)

Age July 17, 1887

Former Address River Rd., Puckin, B.C.

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

Present Address Vashone, B.C.

Married - Single
(check)

Name of Wife (ABE) Fuji #13321 8193

Name of Husband -

Name of Mother (UME TSU) Fuji (Dead) Name of Father Chiyasaku (Dead)

Names of Children under 16 (See Aves)

Requested by ECG Registered with Custodian (Yes or No)

Additional Information Farmer Owner of 80 acres
40 Ford Truck

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: MAPLE RIDGE

Date: Nov. 26th. 1942

NAME: WIKAI DO (Fuji) Mrs. Mitsu

REGISTRATION NO. 13375

ADDRESS: 3348 Lougheed highway (Entrance on River Rd. west of 32nd.)

PROPERTY:

ACREAGE: 10 acres cleared

KIND OF CROPS: Logans	Straws	Rhubarb	Fruit trees
1 1/2	5	2 1/2	11

APPROXIMATE ACREAGE OF EACH:

HOUSE: 1 1/2 storey VACANT: Yes

OCCUPIED:

DESCRIPTION: Shingle & siding Frame

ROOF: Shingle

SIZE: 30 x 34

NO. OF ROOMS: 5

CONDITION: Poor

OTHER BUILDINGS:	Brooder House	12 x 14	Chicken House	18 x 52
	Colony	" 12 x 14	"	" 16 x 30
	2 Pickers cabins	10 x 14	"	" 22 x 72
Barn 30 x 15.			"	" 18 x 66
Packing shed 9 x 12/ 1 Packing shed	6 x 10		"	" 16 x 28

NAME OF LESSEE OR RENTOR:

TERMS:

WATER: Well

ON:

OFF:

LIGHT: Electric

ON:

OFF: Yes

REMARKS: There is a Chinese leasing the crop. The next door neighbour says that he has left the property.

INVENTORY OF CHATTELS LEFT ON PROPERTY:

SEE ATTACHED LIST

Signed:

R. M. Anderson

[Signature]

REAL PROPERTY SUMMARY

File No. 5821
V.L.A. BC/111-P

JAPANESE NAME: Mitsu NIKAIDO - Regn. No. 13374

CATALOGUE NO: Part of The Director, The Veterans' Land Act first offer.

PROPERTY ADDRESS: River Road, Ruskin, B.C.

LEGAL DESCRIPTION: Parcel A - N $\frac{1}{2}$ of South East quarter of Section 9, Township 15, Municipality of Maple Ridge, D.N.M.

TITLE: In the name of Mitsu NIKAIDO, OT 135450-E

ENCUMBRANCE: Crown Grant of Timber No. 111023-E. Copy on file.

Vesting of interest of Mitsu NIKAIDO filed 28th August, 1942, as
EXHIBIT No. 717-5
DATE Sept 24/42
FILLED BY Ira Rice

ASSESSED VALUE: 1942
Land \$1200.00
Improvements 800.00 Total \$2000.00 Taxes \$47.47

CLASSIFICATION: Farm of 80 acres with buildings.

HISTORY OF ADMINISTRATION: This parcel along with Parcel B, below, was leased by Mitsu NIKAIDO on the 27th April, 1942, to the end of 1942, at a rental of \$750.00 plus \$180.00 - 1942 rent to Dept. of Mines and Resources, with option to renew for year 1943. It appears that one-half of the \$750.00 was paid to NIKAIDO through the Pacific Co-operative Union, 4th March 1943, and \$375.00 paid to NIKAIDO's credit with the Co-operative 10th December, 1942.

Parcel A was leased by the Co-operative to William Gans as from 15th March, 1943 to 31st December, 1943, at a rental which was paid to the Co-operative and credited to the V.L.A.

SOLD: To the Director, The Veterans' Land Act for \$632.00 as/1st January, 1943. Approved by Advisory Committee 1st June, 1943.

TITLE: Included in 172076-E and payment of consideration included in cheque to Custodian dated 28th April, 1944.

Parcel B - Lease interest of Mitsu NIKAIDO in land owned by the Department of Mines and Resources.

NIKAIDO held a lease, No. 444, from the Department, of a parcel of 15 acres of what is known as Langley No. 1, Indian Reserve, Whonnoc. This lease was renewed 1st April, 1941, for a period of 5 years at an annual rental of \$180.00. On this land NIKAIDO claims he erected a house and other farm buildings.

In a letter to the Custodian, dated 25th January, 1943, the Indian Affairs Branch of the Department of Mines and Resources, New

XL

20/5/100
10/100

Westminster, advised the Custodian that under date of 12th March, 1942, the Department cancelled this lease as from 1st April, 1942, and transferred it to the Pacific Co-operative Union of Mission, B.C. and that the land was therefore, under lease to the Pacific Co-operative Union at \$180.00 per annum until 31st March, 1946.

The Pacific Co-operative Union appears to have negotiated a lease of the property to Pon-Sun Jay. The extract of this lease on file shows Mitsu NIKAIDO as lessor, not the Pacific Co-operative Union, and notwithstanding the cancellation by the Department of Mines and Resources. In a letter dated 1st February, 1943, NIKAIDO states he had assigned his lease to the Pacific Co-operative Union, which Mr. J.M. Campbell corroborates 19th Jan. 1943. Though in NIKAIDO's name this lease to Pon Sun Jay appears to have been recognized, and Jay was tenant of the property, together with NIKAIDO's 80 acre farm, N^o 1 of SE¹/₄, Sec. 9, Tp. 15, from 1st May, 1942, to 31st Dec. 1942, at a rental of \$750.00, plus \$180.00 to be paid to the Dept. of Mines and Resources. Of the \$750.00 rental, \$375.00 was paid to the Custodian and credited 10th December, 1942, to NIKAIDO's account. The lease was made without the consent of the Dept. of Mines & Resources.

The Pacific Co-operative Union leased the property on the 10th Dec. 1942 to William Gans for one year from the 1st December 1942, for \$200.00, payable in quarterly instalments. The revenue accrued to the Pacific Co-op Union, subject to the rental of \$180.00 to the Dept. of Mines & Resources.

The Custodian on the 23rd February, 1943, questioned the propriety of the Department's cancellation of the lease held by NIKAIDO as exceeding the provisions of PC 3959 and 5353 under which Japanese interests were not to be lost or forfeited. It was suggested by the Department of Mines and Resources, that the Pacific Co-operative Union lease should be taken over by the Custodian, and the Custodian on the 20th March, 1943, suggested that the Pacific Co-operative Union lease should be cancelled and a lease given by the Dept. of Mines & Resources to the Custodian, with provision that the Custodian should not assume any direct liability for the rental. On the recommendation of Mr. W.S. Ure, 24th March, 1943, that the lease then in force should be cancelled, no further action is indicated on file. NIKAIDO's leasehold interest was not formally vested in the Custodian, and it would appear that any claim in respect to the land lies against the Department of Mines and Resources.

Mr. NIKAIDO states in his letter of the 8th April, 1943, that he built a house on the land leased from the Dept. of Mines & Resources. There is no other record on file of this house, and Mr. Ure in recommending cancellation of lease on the ground of being unprofitable, makes no mention of any building. The Indian Affairs Branch on the 6th March, 1943, advised that the NIKAIDO lease would expire 31st March, 1946, and that any building on the land, as in all leases of Indian lands, would then revert to the Indians. Mr. NIKAIDO appears to have had no proprietary interest in the house. Having assigned his lease, he has no interest in either land or buildings thereon.

Mr. NIKAIDO had an agreement with the C.P.R. relative to a level crossing over that railway's tracks on this Reserve land. A form of surrender

was sent to him and was returned duly executed and mailed to the Railway Company's Superintendent, Vancouver, on 28th October, 1944.

FUNDS:

To be released to the credit of Mitsui MIKADO. Sale price of Mt. SEI, Sec. 9, Tp. 15 - \$632.00 plus rental of Parcels A & B, \$375.00 - Total \$1007.00, less Cert. of Encumbrance \$1.00, Registration - \$3.00, Legal fees - \$15.00, total \$19.00. Net amount to be released - \$988.00

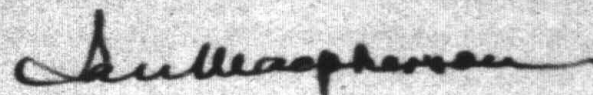
OLD TITLE:

CT 135450-E. JP Declaration states at declarant's bank, Mission, B.C.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED 21st April, 1948.

IM:HA



COPY

Farm Appraisal Report

File No. J.L. 343

Land Description The N¹/₂ of S.E.¹/₄ of Sec. 9, Tp. 15, R. 15, W. 15, D.

Containing 90 Acres

Owner's Name Mitsuo Nikaide Post Office Address Ruskin, B.C.

Nearest Rail Point Ruskin, B.C. - C.P.R. Distance 5 miles

Market Town New Westminster Distance 30 "

Church (give denomination) C. of E. and Presbyterian, Whonnock Distance 4 "

Nearest School Ruskin Public School Distance 2 "
High School - Haney, B.C.

State how property was identified One corner post located and map and road check.

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

Property has access to No. 12 Road, only opened half way down the north line; very narrow but gravelled.

Is this district a good one? No

Employment opportunity Extremely limited

Predominating Nationality and religion British, Protestant; some Japanese families in area.

Describe Fencing and its condition Nil Value \$

Water supply: No dug well; fair creek running through property all year Value \$

BUILDINGS ON FARM

5821

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE nil.	x							
Henhouse	20 x 120	Frame	8'	Shake	1 yr.	Cedar blocks	Fair	\$400.00
Stacking shed	12 x 18	Pole & shake	8'	"	2 "	Poles in ground	poor	-
BARN	x							
BARN	x							
BARN	x							
GRANARY	x							
	x							
	x							
	x							
	x							

EXHIBIT NO. 113-3
DATE 1/24/48
FILED BY J. L. 343

Total present day value \$ 400.00

Total Value Buildings add to farm No house ; Henhouse \$ 200.00

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable? no house

Describe the basement and chimneys: -

No. rooms downstairs? - Upstairs? - How finished -

Are buildings painted? - Condition of paint -

Distance from nearest town -

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

LEVEL, DESCRIPTION, DRAINAGE OR IRRIGATION	SOIL (See Page)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
3.15 Level	8" light clay loam	clay	Strawberries	\$40	\$126.00

Area which can be cultivated without cost other than for breaking.

LEVEL, DESCRIPTION, DRAINAGE OR IRRIGATION	SOIL (See Page)	SUB- SOIL	VALUE PER ACRE

Area which can be cultivated after a reasonable amount of clearing timber,
stumps, drainage, etc.

LEVEL, DESCRIPTION, DRAINAGE OR IRRIGATION	SOIL (See Page)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	
Uncultivated	8" lt. cl. loam	Clay	Pt. clear with alder and stumps.	\$75 an ac.	\$20	104.00
	8" cl. to some peaty loam	Clay	Logged off land; some scattered fir & good alder firewood.	\$180 " "	\$3	214.95

Area Unavailable for Cultivation.

CHARACTER OF LAND E. G. SWAMP, STONY, ROCKY.	NATURE OF TREES IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

Total value of Land \$ 444.95

Total added by buildings to value of farm \$ 200.00

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

Total value of farm \$ 644.95

Describe condition of farm commencing on tillage, length of time unoccupied or partly occupied:
Estate owner purchased 3 years ago at \$10 per acre. Has taken most of cedar and fir off the
land. Still a few scattered fir trees and some good alder. The easterly portion of acreage
is part of a swamp and low wet land; only 3.15 acres cleared

What most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
Good farming, or small fruit and poultry.

Describe weeds

A few Canadian Thistles, but not bad.

Give approximate detail and Maple Ridge Municipality, Hancy, B.C.

Amount of all annual taxes and Land assessed at \$1200.00

Amount of Taxing Authority: Improvements " 800.00

\$2000.00 - 1942 taxes \$47.47

Date: 22nd June, 1942.
Inspector: Westminister, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 22nd day of June 1942.

Inspector's Signature

"L.B. FLUGELY"

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

Farm Appraisal Report

Remarks: This property lies back up in the hills behind Ruskin. No. 12 Road is only opened half way down property line. There is no house and for a short time Japanese family lived in Henhouse. Owner was on the property, but living with other Japanese family in area.

This is an undeveloped property, with a lot of heavy work to be done before it can be classified as a farm; all cleared land lies cold and wet and needs draining. Owner stated he purchased the 80 acres for \$10 an acre. The removal of the merchantable timber probably repaid original investment. There was a small mill operating as late as last year on the property, cutting ties.

(FOR ORCHARD LANDS ONLY)

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

No fruit trees

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

W11

ORCHARDS, SMALL FRUITS, ETC.

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

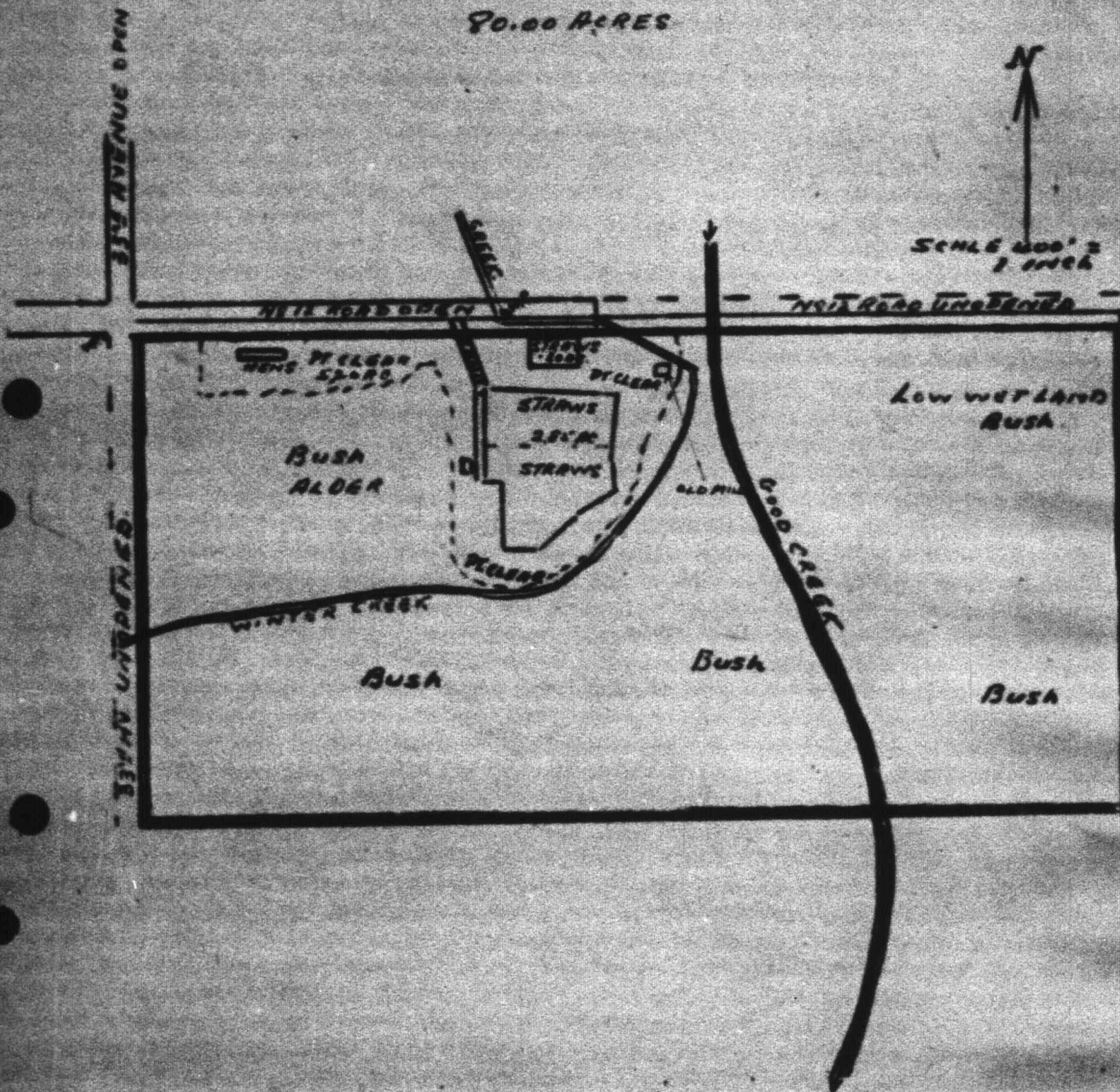
Present Value

[illegible]

Amount fruit trees add to value of farm \$

Diagram of Property

MITSU KIKAI DO.
The N $\frac{1}{2}$ of SE $\frac{1}{4}$ of SEC 9, T $\frac{15}{15}$ N.W.D.
80.00 ACRES



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

value is \$900.00

Date 24th June 1942.

"T.T. BARNET"

District Superintendent.

5821
File 2763

J. W. Fordham Johnson,
Lieutenant Governor,
No. 5419
625

H. Cathcart
Deputy Minister of Lands.

George V by the Grace of God of Great Britain, Ireland
and the British Dominions beyond the Seas, King Defender of the
Faith, Emperor of India.

To all to whom these presents shall come, Greetings.
Whereas the lands hereinafter were formerly Dominion land within
the Railway Belt in the Province of British Columbia. And whereas
prior to the coming into force of "The Railway Belt and Peace
River Block Act" Statutes of Canada 20 - 21 Geo. V, chapter 37,
application was made to the Dominion of Canada to acquire the said
lands under the provisions of the Statutes of Canada and Regula-
tions in that behalf:

And whereas by our Letters Patent issued by the Domin-
ion of Canada bearing date the 14th of June, 1906, was granted the
said lands to James Daig, reserving the timber thereon pursuant to
the then regulations for the disposal of Dominion lands within the
Railway Belt in the Province of British Columbia. And whereas by
Virtue of the said Act and the "Railway Belt Retransfer Agreement
Act" chapter 60 of the Statutes of British Columbia, 1930, the
said timber is now vested in us in Right of the Province of
British Columbia:

And whereas John Warren (hereinafter called the Grantee)
the present registered owner of the said lands, has applied for a
supplementary grant of the timber thereon:

And whereas it is provided by a regulation established
by the Governor in Council bearing date of the 5th of October, One
Thousand Nine Hundred and Twenty-Six (P. C. 1512) that lands in
the New Westminster District in respect of which Letters Patent to
lands have been issued, a supplementary grant may be issued to the
owner thereof, provided the merchantable timber thereon does not
exceed five thousand feet, board measure, per acre on lands situate
in the said New Westminster District:

And whereas the said lands hereinafter described have
been inspected and are found not to contain in excess of five thou-
sand feet board measure per acre and are situate in the said New
Westminster District; now know ye that pursuant to the said regula-
tions, we do by these presents grant unto the Grantee, John Warren,
his heirs, executors, administrators, and assigns, forever, all the
timber now standing, growing, lying, or being in and upon all that
parcel or tract of land situate, lying and being in the Province
of British Columbia, and being composed of South East quarter of
Section nine (9), Twp. fifteen (15), East of the Coast Meridian as
shown on the plan of the South West quarter of said Township dated
Ottawa 27th of March, 1911, containing by admeasurement One Hundred
and Sixty acres, more or less.

To have and to hold the same unto the Grantee, John
Warren, his heirs, executors, administrators, and assigns, for
their sole and only use forever.

In testimony whereof, we have caused these our Letters
to be made Patent, and the Great Seal of Our Province of British
Columbia to be hereunto affixed: Witness His Honour John William
Fordham Johnson, Lieutenant Governor of our said Province at Our
Government House, in Our City of Victoria, this 21st day of May, in
the year of our Lord One Thousand Nine Hundred and Thirty-five and
in the twenty-sixth year of our Reign.

By Command

P. Walker
Deputy Provincial Secretary

Extract from Lease.

File #5821.

Lessor: Mitsu NIKAIDO.

Lessee: Pon Sun JAY.

Date: 27th April, 1942.

Term: 9 months from 1st May, 1942, with option to extend lease for 1943 under arrangement with P.C.U.

Consideration: \$750.00, paid. Rental for 1943 to be \$375.00.
1942 → Further rental of \$180.- to be paid to Dept. of Indian Affairs for 1 year from April 1st, 1942 on lease No.444.

Property:

Land: N. $\frac{1}{2}$ of S.E. $\frac{1}{4}$ of Section 9 Township 15 containing 80 acres more or less and
P.C.U. { 15 acres in Whonnock No.1 Indian Reserve as described in Lease 13153-59 No.444. Municipality of Maple Ridge.

House: Included, also buildings.

Chattels: Livestock and farm implements.

Replaced by Lease 439 to Joseph Perrier see extract.

Lease handed to S.S.C. August 1942.

Extract from Lease.

Lease No. 437.

File No. 5821

Lessor: The Secretary of State. (Mitsuo NIKAIDO)

Lessee: Joseph MERCIER.

Date: 29th April, 1943.

Term: 9½ months from 15th March, 1943 to 31st December, 1943.

Consideration: \$60.00 cash. No Taxes.

Property:

Land: N.½ of S.E.¼ of Section 9, Tp. 15. C. of T. 13540 E.
Municipality of Maple Ridge.

Buildings: Included. Space reserved for storing chattels.

Chattels: Not included.

Lease handed S.S.B. 11/8/43.

THIS INSTRUMENT made this tenth day of December A.D.1942.

Between:-

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 in the
said Province, (hereinafter called
the Party of the First Part)

Of the First Part

-and-

WILLIAM GARR of Mission in the
said Province (hereinafter called
the Party of the Second Part)

Of the Second Part

WITNESSETH THAT:-

the Party of the First Part, in consideration of the rents,
covenants and agreements hereinafter reserved and contained on the part of
the Party of Second Part, his executors, administrators and assigns, to be
paid, done and performed, it, the said Party of the First Part, has devised
and leased and by these presents doth demise and lease unto the Party of
the Second Part, his executors, administrators and assigns, all these
parcels or tracts of land, situated in the Whamook No. 1 Indian Reserve in
the Province of British Columbia and Dominion of Canada, containing by
admeasurement fifteen acres be the same more or less, being composed of:-

Firstly: A parcel of land on the south side of the Canadian
Pacific Railway, described as follows:- Commencing
at the south east angle of the Whamook Indian
Reserve; thence north one degree fifteen minutes
west along the east boundary of the said reserve a
distance of distance of one chain and thirty-two
links, more or less, to the southern limit of the
Canadian Pacific Railway right of way; thence north
eighty eight degrees fifty minutes west along the
said southern limit a distance of seventeen chains
and forty-three links; thence south a distance of
three chains and twenty six links, more or less,
to the right bank of the Fraser River; thence easterly
along the said right bank a distance of seventeen
chains and fifty links, more or less, to the point
of beginning containing by admeasurement four acres
more or less.

Secondly: A parcel of land on the north side of the Dowdney
Road described as follows:- Commencing at the point
where the north limit of the Dowdney Road intersects
the eastern limit of the said reserve; thence north
one degree and fifteen minutes west along the said
eastern limit six chains and sixty-eight links;
thence north eighty-two degrees forty-five minutes
west three chains and eighty-nine links; thence
south sixty-five degrees west four chains and sixty-
two links; thence south seventy degrees and thirty
minutes west four chains and twenty-six links;
thence south eighty-one degrees and thirty minutes
west two chains and thirty-two links; thence south
eighty-six degrees forty-five minutes west two chains

two chains and eighty-six links; thence south two chains and eighty links, more or less, to the north limit of the Dewdney Road; thence easterly along the north limit of the Dewdney Road seventeen chains and forty-three links more or less, to the place of beginning, containing by admeasurement eight acres and fifty-two hundredths of an acre, more or less.

Thirdly: A parcel of land situate partly on each side of Whomock Creek, described as follows:- Commencing at a point four hundred and forty two feet and seven tenths of a foot north and nine hundred and nineteen feet and two-tenths of a foot west of the point where the northerly limit of the Canadian Pacific Railway intersects the eastern boundary of the said Indian Reserve; thence north sixty-six degrees three minutes thirty seconds east four hundred and thirty feet and nine-tenths of a foot; thence north fifty-nine degrees and forty minutes west three hundred and forty-nine feet and one-tenth of a foot; thence south sixty-three degrees nine minutes and thirty seconds west four hundred and thirty five feet and one tenth of a foot; thence south sixty-two degrees twenty-three minutes and thirty seconds east three hundred and thirty-three feet and seven-tenths of a foot more or less, to the place of beginning, except the area occupied by Whomock Creek and containing after this exception two acres and forty-eight hundredths of an acre, more or less.

TOGETHER with all and singular the appurtenances to the said premises belonging, TO HAVE AND TO HOLD the said premises, with the appurtenances, unto the said Party of the Second Part, his executors, administrators and assigns, for, and during, and unto, the full end and term of One year to be computed from the first day of December A.D. 1942 and from thenceforth ensuing, and fully to be completed and ended, SUBJECT NEVERTHELESS, to a determination or session of the said term before the expiration thereof, under the proviso or condition hereinafter mentioned, YIELDING AND PAYING yearly during the said term, unto the said Party of the First Part, the clear yearly rent or sum of Two hundred (\$200.00) payable half yearly, in advance, on the first day of April and October in each year of the term without any deduction whatsoever, the first payment of the rent now to accrue and become due, to be payable and paid on the first day of April A.D. 1943.

AND the Party of the Second Part doth hereby, for hi-self, his heirs, executors and administrators, covenant with the Party of the First Part, its successors and assigns, that he, the said party of the Second Part, his heirs, executors, administrators or assigns, shall and will from time to time, and at all times during the continuance of the said term, well and truly pay to the Party of the First Part, its successors or assigns, the said yearly rent, on the days and times the same shall respectively become due, as aforesaid, and also well and truly pay all taxes and charges, dues and duties whatsoever which now are, or hereafter shall, during the said term, be payable in respect of the aforementioned premises, whether the same be rated or assessed on the landlord or the tenant thereof; and also that he, the party of the second part, shall not, nor will, during the said term, grant or demise, assign, transfer or set over or otherwise by any act or deed procure or cause the said lands and premises hereby demised or intended so to be, or any part thereof, or any estate, term or interest therein, to be granted, assigned, transferred or set over, to any person or persons whatsoever, without the consent in writing of the Party of the First Part first had and obtained; which said consent in writing, it is also declared and agreed, shall be necessary to a second and subsequent assignment or transfer of the premises or any part thereof, or any term of interest therein; nor shall or will he do or suffer any act or deed whereby the said term or any

unexpired part thereof, shall or may be taken in execution, seized or sold. And also that he, the Party of the Second Part, his executors, administrators or assigns, shall not at any time during the said term, lop, top, cut down or destroy any timber or trees growing on the said land further than may be necessary for fuel, fences and building timber for the use of the said premises and to be used thereon. And shall not or will sell or permit or suffer to be sold or used on said premises any spirituous liquors, ale, beer or any intoxicating beverage whatever.

AND it is hereby further understood and agreed that the Party of the Second Part shall complete the clearing of the land during the term of this lease.

AND the Party of the Second Part shall not, except under licence of the Minister of Mines and Resources or the duly appointed agent of the Reserve of which the lands duly leased form a part, cut, or allow to be cut, any wood or timber, except for fuel or fencing of lands covered by this lease, or sell or otherwise dispose of any wood or timber standing or lying upon the said lands.

And further that the Party of the Second Part, his executors, administrators or assigns shall not nor will suffer or commit any unlawful or voluntary waste, spoil or destruction whatsoever upon the said premises, nor shall he remove any manure therefrom, either during the term or at the expiration of this lease, but shall and will in all respects use and manage the said lands and premises in a fair and husbandmanlike manner. AND, further, that the Party of the Second Part, his executors, administrators or assigns, shall and will from time to time and at all times during the said term, keep the fences, barns, houses and buildings thereon erected and being or during the said term to be erected in good and tenantable state of repair; and the said fences and barns, houses and buildings, so being repaired, shall and will at the end expiration or determination of the said term, which shall first happen, peaceably and quietly leave, surrender and yield up, all and every part thereof, unto the said Party of the First Part, its successors or assigns, without the payment or allowance, by the Party of the First Part, of any sum of money whatever to the said Party of the Second Part, his executors, administrators or assigns or the tenants or occupiers of the said premises, for any houses, buildings or improvements erected or made by the said Party of the Second Part, his executors, administrators or assigns, or the tenants or occupiers of the said lands and premises or any part thereof; And the Party of the First Part, for itself, its successors and assigns, doth hereby covenant to and with the Party of the Second Part, his executors, administrators and assigns, that the Party of the Second Part, his executors, administrators and assigns, well and truly paying the yearly rent hereby reserved and observing and performing the covenants hereinbefore contained, shall quietly and peaceably hold and enjoy the said lands and premises, with the appurtenances, during the said term, without any hindrance whatever by the Party of the First Part, its successors or assigns.

PROVIDED ALWAYS, and it is hereby agreed that if the rent hereby reserved, or any part thereof, shall at any time or times during the said term, be in arrear or unpaid for the space of thirty days next after the day or any of them whereon the same shall become due, according to the reservations thereof hereinbefore contained, whether the same be demanded or not, or in case of any breach or non-performance of any or either of the covenants herein contained on the part of the Party of the Second Part, his executors, administrators or assigns, to be observed and performed, then and in such cases or either of them, it shall be lawful for the Party of the First Part, its successors or assigns, or any of them, at any time after the expiration of the said thirty days, into and upon the said lands and premises or any part thereof, in the name of the whole, to re-enter, and the same to have again, repossess and enjoy, as if this indenture had never been made, and in case of such re-entry, this present indenture and every clause, matter and thing herein contained, and the term hereby granted, shall cease, determine and be absolutely void to all intents and purposes whatever and the Party of the First Part, its successors or assigns, shall thereupon hold

the said lands and premises with the appurtenances, utterly discharged of this lease, and of all covenants and provisions herein contained, without the payment or allowance by the Party of the First Part, of any sum of money whatever to the Party of the Second Part, his executors, administrators or assigns, or any tenants or occupiers of the said lands, for any houses, buildings or improvements erected or made by the Party of the Second Part, his executors, administrators or assigns or the tenants or occupiers of the said lands and premises or any part thereof.

PROVIDED FURTHER that if the rent hereby reserved or any part thereof shall be unpaid for thirty days after becoming payable (whether formally demanded or not) or if any covenant, proviso, stipulation or condition on the part of the Party of the Second Part herein contained shall not be performed or observed, then and in any of the said cases, it shall be lawful for the Party of the First Part by notice in writing given under its seal to cancel these presents and everything therein contained and the estate or term hereby created shall, from the time of the giving of such notice, absolutely cease, determine and be null and void without any re-entry or any other act and without any suit or other legal proceeding being brought or taken; provided further that the Party of the First Part, its successors or assigns, shall nevertheless be entitled to recover from the Party of the Second Part, his executors, administrators or assigns, the rent then accrued or accruing and provided further that any right of action of the Party of the First Part, its successors or assigns, against the Party of the Second Part, his executors, administrators or assigns, in respect of any antecedent breach of any of the said covenants, provisos, stipulations or conditions shall not be thereby prejudiced.

AND provided further that any notice affecting the tenancy hereunder which the Party of the First Part may desire to serve upon the Party of the Second Part shall be sufficiently served upon the Party of the Second Part if left addressed to him on the demised premises or posted to him addressed to his last known address or if left at the said address. A notice sent by post shall be deemed to have been given at the time when in due course of post it would be delivered at the address to which it is sent.

PROVIDED ALWAYS that if any portion of the tenements or hereditaments hereby demised shall be under a lease to any other person, then this lease shall be considered as excluding such land or premises without thereby causing any diminution of rent.

IN WITNESS WHEREOF the Pacific Co-operative Union has caused its corporate seal to be hereunto affixed attested by the hands of its President and Secretary-Manager and the Party of the Second Part has hereunto set his hand and seal the day and year first above written.

The corporate seal of Pacific
Co-operative Union was affixed
hereto in the presence of

Signed, Sealed and Delivered
by William Gann
in the presence of

Pacific Co-operative Union

For _____
President

Secretary-Manager

Wm Gann

OFFER TO LEASE JAPANESE PROPERTY.

File No. 5821

Place _____

Date _____

Custodian of Enemy Property,
Vancouver, B.C.

Re: N¹/₄ SE¹/₄ Sec 9 Property.

Tp 15 Maple Ridge

MITSU MIKADO

I hereby offer to lease the above described property

on the following basis:

Term: From Mar 15 1943 to Dec 31 1943.

Cash Rental: \$ 60⁰⁰ per _____ to be paid as follows: _____

Cash Paid in full

Lease to include all land and buildings, - except: _____

Other special conditions (if any): _____

The following taxes will be payable by me:

Land & School Taxes: Irrigation Taxes:

Dyking or Drainage Taxes: " Tolls:

Domestic Water Rates:

(strike out those that do not apply)

Provided Further that if at any time during the term the hostilities in which His Majesty is presently engaged shall have ceased the Lessor may terminate this lease by giving the Lessee one(1) month's notice in writing to vacate the premises, and such notice having been given this lease shall terminate at the end of the said month notwithstanding that it may not be at the end of the current year of the tenancy.

Full Name: Joseph Merier

I recommend that Lease on the above terms be approved.

Address: 1630 Adanac St
Que

Field Supervisor,
Soldier Settlement of Canada.

JOSEPH MERIER

NAME

NAME

WATSON, Kiyoshi

REGISTRATION NO. 13507

FILE NO. 9416

The following chattels were sold by public

auction at Haney, B.C. on October 19, 1944.

Seater	0.75
Seater	2.50
Flow	3.50
Flow	3.00
Seater	7.50
Dining table	4.00
Table	0.50
Table	0.25
Cupboard	0.75
Cupboard	1.00
Bookcase	7.00
Gramophone	1.00
Bed & spring	8.00
Cabinet	4.00
Shelves	1.00
Chest of drawers	15.00
Dresser	14.00
Library table	8.00
Wool safe	2.25
Jar	0.25
Mirror etc.	0.50
Trey	0.45
Creamer	1.10
Cupboard	0.25
Trey etc.	0.25
Lamps	1.50
Hanging lamp	1.50

WATSON carried forward:

Less Expenses:

Net Proceeds Credited:

Balance of WATSON's account.

Extracted from Auctioneering Record.

Balance:

File No. 8793

Date Jan 10/45

SUMMARY

Name: NIKAIDO, Fujin

Address: Ruskin, DC

(1) - We have today moved to auction room at Mission effects as per enclosed list at a total cost of \$ as per attached bill.

(2) - We have also moved the personal effects as per attached list to storage at where they will remain until called for. Cost of moving is included in bill above.

(3) - We have sold to the tenant articles as per attached list at \$ for which herewith cheque or cash.

(4) - After the above transactions, the following important shortages were noticed between the original inventory as taken by this office, and the effects accounted for as above:

This property was stripped clean of
all chattels except old coal brooder &
5 old lanterns

The tenant gave us the following explanation: The original
tenant was a chinaman who we are unable
to locate. Very poor house and was vacant for
some time.

W. L. Luman

NAME NIKAIKO, Niten

REGISTRATION NO. 13374

FILE NO. 9821

The following chattels were sold by public
 auction at Mission, B.C. on January 10, 1945

1 Coal burner and 2 lanterns	{ Transferred from file 8793. July 31, 1946. C.G.	\$ 2.00
1 lantern		0.35
1 lantern		0.25
1 lantern		0.55

Total	(Auctioneer's Fee: \$0.31	\$ 3.15
	(Advertising: 0.02	
Less Expenses: (Moving: 1.00		\$ 1.33
Net Proceeds Credited:		\$ 1.52

Members of Custodian Staff Present. Mr. W. E. Anderson

Extracted from Auctioneering List No. Mission 13.

Remarks.

G O P I

File No. 9416.

Date: Oct. 27th, 1944.

SUMMARY

Name: UNETSU, Kiyoshi

Address: 12th. Rd. Ruskin, B.C.

(1) - We have today moved to auction room at Naney, B.C. effects as per enclosed list at a total cost of \$_____ as per attached bill.

(2) - We have also moved the personal effects as per attached list to storage at None where they will remain until called for. Cost of moving is included in bill above.

(3) - We have sold to the tenant articles as per attached list at \$ None. for which herewith cheque or cash.

(4) - After the above transactions, the following important shortages were noticed between the original inventory as taken by this office, and the effects accounted for as above:

1 Dble. bed, 4 Rolls paper, 4 Cross cut saws, 2 Barrels nails,

1 Porcelain jar, Carpenter tools.

"Left H. G. - 1 Kitchen stove, 2 Beds + springs
1 Sprayer"

The Tenant gave us the following explanation: Everything
is as he found it. Neighbours have told him that the place
was broken into before he came.

"W.A."

COPY

NAME

UMETSU, Kiyochi

REGISTRATION NO. 13507

FILE NO. 8474

The following chattels were sold by public

auction at Naney, B.C. on October 19, 1944.

	Brought forward:	\$
Fly traps		0.45
Stackery		6.15
Cabinet		1.00
Shrine etc.		1.00
Books		0.25
Chairs		7.50
Armchair		2.00
Chesterfield		25.00
Table		1.50
Lumber		2.00

Total	(Auctioneer's Fee: \$13.66	
	(Advertising: 1.29	136.65
Less Expenses: (Moving: 24.93		39.88
Net Proceeds Credited:		96.77

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

Extracted from Auctioneering List No. Naney 10.

Remarks:

COMB. CHICKEN HOUSE & RHUBARB HOUSE

- 1 Drum heater
- 13 Lengths of sewer pipe
- 5 Old pails
- 2 Egg crates complete
- 5 Chick shipping crates
- 4 1 Gal. chick fountains -
- 5 2 " " " -
- 9 Pails
- 1 Wooden pail of insulated wire -
- 5 ~~oil lanterns~~ - 1
- 1 Shovel head
- 1 Scythe
- 1 Jap pail
- 1 Toy gun
- 11 3'sqr. Frames
- 1 Stirrup pump
- 1 Large steel block & hook
- 3 Lengths of stove pipe
- Quan. of lumber

CHICKEN HOUSE

- Large quan. of straw
- Large quan. of Oats

PICKERS CABIN

- 1 H.M. Table

WOODSHED

- 7 Jap tubs
- 2 Pails
- 1 Box of rubber boots

BATH HOUSE ~~###~~

- 1 Pail
- 1 Wooden pail
- 1 Enamel dish pan
- 1 Pot
- 1 Cracked c rock
- 1 Jap tub

CHICKEN HOUSE

- 1 ~~Brooder complete~~ - 5
- Sm. quan. of sacks
- 2 Pails
- 1 Old ladder
- 2 Brooder tops
- 7 Rolls of 1"x 4' chicken wire netting
- 3 Part rolls of 1"x 2' chicken wire netting

OUTSIDE

- App. 200 ced ar posts
- 2 Clothes lines
- Large quan. of Raspberry post & wire.

SIGNED

[Signature]

R. M. Anderson

*S sold by auction 10/1/45
Mission 13*

INVENTORY OF CHATTELS BELONGING

TO

NIKAIDO (Fuji) Mrs. Mitsu # 13375

File 8793

IN HOUSE UPSTAIRS

- 2 Beds complete & 1 extra spring ✓
- 2 Kitchen chairs & 1 Arm chair
- 1 H.M. Table
- 1 Book rack H.M. & quan. of books
- 1 Box of Jap medicines
- 1 Lunch kit
- 3 School bags
- 1 Crate & 1 sack of bottles ✓
- 2 Pots
- 1 Kettle
- 2 Tea pots
- 1 4 piece Jap box
- 1 Box cont. 2 rat traps, 1 Lamp base
- 1 Bottle capper
- 2 1 Gal jugs
- 1 Bottle of wine

MAIN FLOOR

- 1 Food cupboard
- 1 Shoe rack
- 1 Old range
- 1 Enamel sink
- 8 H.M. Tables : 2 large
- 3 H.M. Benches
- 2 Chairs (no back)
- 7 Kitchen chairs
- 1 Shannon file
- 1 Water sprinkling can
- 2 Sacks of spuds
- 1 Flower vase
- 5 Pairs. old curtains
- 1 Chest of drawers cont. 2 Ladies purses, quan. of pers. papers
- 2 Pictures & Sml. quan. of books
- 6 Blinds
- 1 Towel rack
- 1 Stove toaster

PACKING SHED

- 17 Pickers trays
- 3 Old pails
- 1 Wash tub
- 1 Hammer
- 1 Saw set
- 1 Car pump
- 1 Jap plane

BARN

- 1 Large scoup shovel
- 1 Single tree
- 5 Pails
- 1 Gal. gas tin
- 1 Set of old harness
- 32 Bundles of straw

SIGNED

[Signature]

R. M. Anderson

LIST OF CHATTELS INCLUDED IN LEASE BETWEEN

DMETSU, K. of Ruskin and P.S. Jay.

Furniture:

I 3 pc. Chesterfield suite	2 Kitchen tables
I Extension table	7 Kitchen chairs
I Dresser	Assorted kit. utensils
5 Diningroom chairs	3 Double beds
I Parlour table	3 Single beds
I Kitchen stove	2 Parlour stoves
I Camp stove	I Gramophone
I Bookcase	I Pantry stand
I Clock	2 Lanterns
4 Lamps	I Thermos bottle
I Earthenware crock	

Implements:

4 Shovels	2 Field hoes
I Grub hoe	I Potato fork
I Pick	10 Saws
I Hay fork	3 Peevie
I Cable 20' length, $\frac{3}{8}$ " width	I Choker
I Cable 150' length, $\frac{1}{2}$ " width	I Logging jack
I Oil pump	2 Drills-2" X 2'.
I Plow	I Cultivator.
3 Wedges	2 Wrenches-not certain,
	3 Shovels for sawdust

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65: Plant 55
Metsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

March 18th, 1943.

EVACUATION SECTION	
Date	MAR 19 1943
File No.	5821
Ass.	
Referred	Richardson

not to Russell

Mr. R. D. Richardson,
Farm Department,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Mr. Richardson: File No. 5821.

Replying to your letter of the 16th instant.

Your No. T-170, Japanese 1939 truck belonging
to Mr. M. Nikaido was sold by Mr. Nikaido himself while
he was still here and he collected the money also.

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

[Signature]

J. B. Shimek Gen. Mgr.

JBS/EK

MEMORANDUM

To: File 5821

March 20, 1944.

From: Specified Articles Department

Re: NIKAIDO, Mitsu - Reg. 13374

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1939 Ford Delivery No. T170 License No. (42) CU 891	Not given

The above truck was released to the Pacific Co-operative Union on April 30, 1942 and was later sold for \$550.00 by the P. C. U. for the Japanese. The payments were as follows:

Lien: \$205.00.

Balance to Japanese: \$345.00.

Harker

ROYAL CANADIAN MOUNTED POLICE

EXHIBIT REPORT

Detachment
Seizure No. **5821**
FOR USE WHEN APPLICABLE

Detachment File No.
Sub-Division File No.
Division File No.
Headquarters File No. **H269-613-3**

Detachment
Sub-Division
Division
Date **(2) March 19 19 42**

RE: **MIKUN NIKAIKO River Rd. Ruskin B.C.**
On **March 19 19 42** **Goodfellow, F.H.**
Came into possession of the following goods by:-

SURRENDERED UNDER 093967 O.I.C. P.C. 1486

Pacific Co. Op.

NO. OF PAGES	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
LICENSE NO. MAKE & MODEL SERIAL NO. ENGINE NO. SPEEDOMETER READING CONDITION	(42) GU 891 Ford Truck 40 Not Known 04691 Good	TIRE NUMBERS T-200 4
EXTRA EQUIPMENT	Nil	
DESCRIPTION & CONDITION VERIFIED	Dent in Right Front Fender <i>* Mikun Nikaido</i>	
	Signature of Owner 25574 Japanese Registration No.	
Handed over to representative of Custodian whose signature in receipt thereof appears hereunder <i>E. H. Ruise</i>		
DATE:	March 19/42 <i>F. E. P. H.</i>	

FIRE INSURANCE SUMMARY

File No. 5821

21st April, 1948.

Re: Mitsa NIKAIKO - Regn. No. 13374

N $\frac{1}{2}$ of SE $\frac{1}{4}$, Sec. 9, Tp. 15, and 15 acre
Parcel, Langley No. 1, Indian Reserve.

No evidence on file of any fire insurance on buildings.

Certified to be in accordance with the
information on file.

IM:HA

John Macpherson
.....

File No. 5821.

CLAIMS DEPARTMENT

November 26th, 1943.

MILAN NIKAIKO - Reg. No. 13374

CREDITORS:

NO CLAIMS ON FILE

/DB

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mitsu Nikaido

File No. 5821

Reg. No.

Company Sun Life

Agency Vancouver Agency

Policy No. 2244911

Premium - \$ 24.55

Payable: ☒ Annually, ☐ Semi-annually or ☐ monthly

Month November Day 5

REMARKS:

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Mr. Mitsui Nikaido

File No. 5821

Reg. No.

Company Sun Life

Agency Vancouver Agency

Policy No. 2172077

Premium - \$ 55.55

X

Payable: Annually, Semi-annually or monthly

Month November Day 1

REMARKS:

5821

10th July, 1942.

Mr. J. M. Campbell,
Barrister & Solicitor,
Mission City, B.C.

Dear Sir:

re: Mitsu MIKADO &
Pon Sun Jay.

The lease drawn between the above-named on April 27th states the sum of \$750.00 as consideration for the period of nine months from May 1st, 1942, but according to the memo typed in on the last page of the lease, it states that the lessee shall pay to the Pacific Co-operative Union in addition to the rent hereby reserved the sum of \$180.00, - being rental due the Department of Indian Affairs. This is rather ambiguous, as it is uncertain whether this extract applies during 1942 or only on the extract referring to the 1943 renewal of rental of \$375.00.

We would appreciate your clarifying this.

Yours truly,

Manager,
Farm Department.

WEA:GF

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
JUL 20 1942

out -> Quabish

JAMES M. CAMPBELL
BARRISTER SOLICITOR
NOTARY

MISSION CITY, B. C. July 18th, 1942

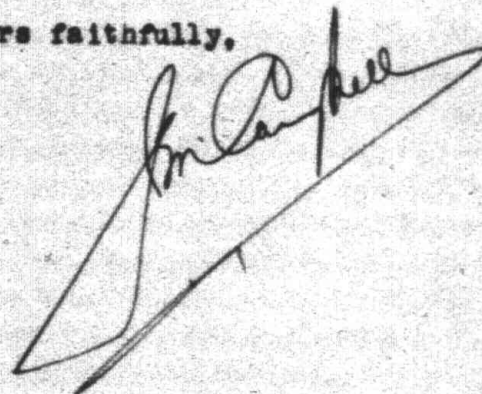
The Custodian,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir -

Re Mitsui Nikaido and Pon Sun Jay
Your file 5821

I have yours of the 10th. The clause^d referred to by you should be transposed. The \$180.00 is payable this year. It seems to me that is quite clear. The clause says, in addition to the rent hereby reserved, the sum of \$180.00 will be paid, being rent due to the Department of Indian Affairs from April 1942 for one year, and the only rent reserved to be paid by the Lessee is \$750.00. The rent of \$375.00 is for a renewal, which may or may not take place in 1945.

Yours faithfully,



JMC/T

✓

Telegraphic Address
Cable Address
PACCO

out -> Coffey

PHONES
Mission Office 65, Plant 55
Matsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B. C.

July 24th, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 25 1942

Mr. R. D. Richardson, Manager,
Farm Department,
Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Mr. Richardson: Re: Mitsu Nikaido - File No. 5821

We have your letter of the 22nd instant and note contents.

We paid Mr. Nikaido the sum of \$180.00 for the crop on this tract of land leased by us from the Indian Department and assumed the obligation of the Lease and sublet the land to Pon Sun Jay.

We are sorry we did not make ourselves clear on this transaction.

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

H. Beach

HB/ES

December 1, 1942.

Tashme, Hope, B.C.

S. M. Gibson,

Insurance Department

OFFICE OF THE CUSTODIAN
JAPANESE
RECEIVED
DEC 3 1942

Dear Sir:

Referring to the letter of November 27th, file no. 5821, I am understood that you were unable to pay for the policies of the Life Insurance of me and my son, because we have no money to our credit, which I think we have.

Before we left for this camp, on October 13th, we hand over the remainder of our crop money of three hundred seventy five (375) dollars to the custodian officer who came on the train. He told us that the custodians will look after the insurance matter, and they will pay for them with this money.

I am sure that you can pay for the two policies totalling \$68.88 from that crop money.

I am again enclosing the premium due notices.

MITSU NIKHIDO

Registration No. 13374

Doc 3
noted. Sol.

Yours truly
M. Richards

5821

9th December, 1942.

The Pacific Co-operative Union,
Mission City, B. C.

Dear Sirs:

Re: NIKAIKO
Registration No. 13374

Our records indicate that Mr. Nikaiko's 1939 Ford delivery was transferred to you and held by you as bailee, and that you are accountable to this office for any funds from the sale or use of this particular vehicle.

Our records also indicate that Mr. Nikaiko's Ford car has been used by the Pacific Co-operative Union and we therefore ask that you be good enough to send to us by return mail a statement covering the amount due to Mr. Nikaiko, together with your cheque in settlement drawn to the order of the Custodian of Enemy Property.

Mr. Nikaiko has placed with us an urgent request for funds for payment of life insurance premia and we desire to effect settlement of this obligation on his behalf immediately.

We might add that we are still holding your Cheque No. 674 for \$375.00 payable to the order of Mr. Nikaiko.

Yours truly,

R. P. Alexander
Manager

RPA:LF

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Matsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B. C.

December 7th, 1942.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
DEC 9 1942

Mr. R. P. Alexander, Manager,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Mr. Alexander: File No. 5821.

Replying to yours of the 5th instant
re Mitsu Nikaido.

This Japanese left here on October
13th and made a deal for his truck before he left and
paid us the amount that we had invested in the truck.

Nikaido went away with a considerable
amount of money from this district because he and his
family worked for the writers's brother at Dewdney and
Mr. Nikaido also worked for the Hop Col and they received
well over \$1,000.00 in wages plus the amount he received
for his truck. He, therefore, ought to be able to pay
the premium on his life insurance. W

However, since the tenant on Mr.
Nikaido's farm has no objections and no claim against Mr.
Nikaido it will be in order to forward cheque # 674 for
the amount of \$375.00 to the Canadian Bank of Commerce
and we will remove the stop payment order against this
cheque.

This week we are making a full account
of all the truck transactions and cheques will be for-
warded to you on all trucks that we have sold and for
all those that were rented so you may get a clear picture
of that transaction before our annual meeting.

In addition to that we are going to
check over all of the post-dated cheques and will authorize
the lifting of the stop payment against all those where we

over

5821

May 13, 1943.

Mr. Mitsu NIKAIDO,
Registration #13374,
Tashme, B. C.

Dear Sir:

Re: Your 1939 Ford Truck and the
Pacific Co-operative Union

According to information supplied to this office by the Pacific Co-operative Union, sale effected by them on your behalf, of the truck which you left with them, resulted in proceeds of \$550.00.

From this figure of \$550.00 the Pacific Co-operative Union tell us that they remitted to you \$317.50, that they paid off \$205.00 due to the finance company and insofar as the balance of \$27.50 is concerned, the Pacific Co-operative Union have forwarded us a cheque for this amount which we have placed to the credit of your account with us. We trust that this agrees with your own records and would appreciate receiving your confirmation.

Whereas the form of statement covering your truck is included in a long list of trucks disposed of by the Pacific Co-operative Union, it is our understanding that you yourself arranged the sale while still in Mission and we presume therefore, that full particulars are known to you and this letter therefore is purely sent to you for the purposes of record.

Yours truly,

R. P. Alexander.
Manager.

RPA/MFP

CANADIAN PACIFIC RAILWAY COMPANY
LOCAL TREASURER'S DEPARTMENT

A. E. SHAVE,
LOCAL TREASURER
R. MALLABY,
ASST. LOCAL TREASURER

VANCOUVER, B.C. August 28th.1944.



PLEASE REFER TO FILE NO.

T192/48.

The Custodian's Office,
Department of the Secretary
of State,
912 Royal Bank Building,
Vancouver, B.C.,

EVACUATION SECTION	
Rec'd.	AUG 29 1944
File No.	5821
Ans.	See
Referred	Anderson

Dear Sirs :-

Bill #263588- M.Nikaido- \$5.00.

I enclose herewith the above bill, covering right to construct and use roadway and level crossing over R/W at mileage 95.14, Cascade Subdivision for the year ending August 31st.1945, covered by an agreement in favor of M.Nikaido.

I note that the rental for the year ending August 31st.1944, was collected by our Agent at Mission, B.C., from the Pacific CoOperative Union.

Will you please let me know if M.Nikaido has any further interest in this agreement, or if it will be in order to arrange surrender of same through your department, and issue new agreement in favor of the party or parties now using the crossing.

A reply at your earliest convenience, will oblige.

Yours truly,


Local Treasurer.

5821

September 1, 1944.

Mr. A. E. Shave,
Local Treasurer,
Canadian Pacific Railway Company,
Vancouver, B. C.

Dear Sir:

- Bill No. 263588 -

Re: Mitsu NIKAIDO. Your file T192/42.

We wish to acknowledge your letter and invoice dated August 28th, covering right to construct and use roadway and level crossing over Right-of-Way at mileage 95.14, Cascade Subdivision for the year ending August 31, 1945, covered by an agreement in favor of M. Nikaido.

Please be advised that subject Japanese' interest in the above terminated April 1, 1942, as his lease on the adjacent property was cancelled by the Department of Indian Affairs. A lease at that time was drawn with the Pacific Co-operative Union at Mission, for the period until March 31, 1946 and, therefore, we would suggest that you look to them regarding this account.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

CANADIAN PACIFIC RAILWAY COMPANY

OFFICE OF THE SUPERINTENDENT



EVACUATION SECTION	
Rec'd	OCT 18 1944
File No.	5821
Ans.	ROR
Referred	<i>[Signature]</i>

IN REPLY PLEASE REFER TO

35644
Vancouver, B. C.,
October 18, 1944.

Custodian of Enemy Property,
675 West Hastings Street,
Vancouver, B. C.

Dear Sir:

M. Nikaido had an agreement with this company covering level crossing over our tracks at Mile 95.14 Cascade Subdivision.

This crossing has been taken over by the Pacific Co-operative Union and I enclose form of surrender for execution by Nikaido. I would appreciate if you would kindly arrange and return to me at your early convenience.

Yours truly,

[Signature]
Superintendent.

JAI/mb
Encl.

EXHIBIT No. 29 Sep 1949

DATE D.T. Braidwood

PACIFIC CO-OPERATIVE UNION

GROWERS . PACKERS . SHIPPERS
of High Class Berries & Rhubarb

MISSION CITY, B.C.

September 28, 1949

Mr. D.T. Braidwood,
Sutton, Braidwood & Morris,
525 Seymour St.,
Vancouver, B.C.

Dear Sir:

Re: M. Nikaide

Mr. Nikaide had rented off the Indian Department fifteen acres of which about ten acres were cleared, known as Whonock No. 1 Indian Reserve.

In 1942 he had still four years to go when war with Japan was declared and his lease was cancelled and he was given fifteen days to vacate.

The Indian Agent asked the Pacific Co-operative Union to take over the lease and we did so in order to protect the interests of Mr. Nikaide. We paid Mr. Nikaide Seven Hundred and Fifty dollars (\$750.00) in cash for the prospective crop of 1942.

We also paid Mr. Nikaide for all boxes, crates, etc. on hand for use in shipping the crop.

In March 1943 we let a Mr. W. Gans, a neighbor, have the place on a working basis termed in the agreement as an employee who paid us Two Hundred dollars per year, out of which we paid to the Indian Agent at New Westminster, the rent amounting to Ninety dollars per year. By the end of two years the place required re-planting and the work Mr. Nikaide had put on the place was practically finished.

This, in short, sums up the history, I think you require.

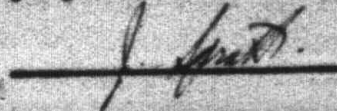
Yours truly,

Signed A.S. Rankin
A.S. Rankin,
Secretary.

ASR/v1

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

April 18/50



Hope, B.C.

June 28, 1946

EVACUATION SECTION	
Rec'd	JUL 2 1946
File No.	5821
Ans.	
Referred	<i>Johnson</i>

Mr. W. J. Johnson,
Office of the Custodian,
Japanese Evacuation Section,
Vancouver, B.C.

Dear Sir,

Mr. Wang Sun has forwarded your letter
of June 18th (file no. - 8993/5821) to us.

It was my mistake that nothing had
been done about this matter till now. Soon after
the conversation with you, Mr. W. Sun came to Tucson
to contact us. According to him, you had asked him
to help you straighten out my personal effects with
that of my cousin, K. Umetani. But ~~Mr. W.~~ being very
busy with his work did not wish to be responsible

with what have been his brother's business. At
the time of his visit he asked me to write to you.
He left with us a list which has all H. Umstead's
belongings and some of ours. It is true that I
had left most of my goods at his house for
safe keeping. I would like to know what had
happened to them.

I'll be only too glad to help you straighten
up this matter.

Mr. Keyser Umstead is now in Blue River
therefore Mr. Sam was not able to contact him.

His address

Prometer Trail Sawmill,
Hope, B.C.

Yours very truly,
Milton Richards
Reg. no. 13394

5821
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
DEC 16 1942

Custodian

506 - Royal Bank Bldg.
Vancouver, B.C.

Ruskin, B.C.

Dec. 14, 1942.

Anderson

out to Gibson.

Dear Sir,

As I have leased the property of
Niakido on the Indian Reserve, River
Road, Ruskin, I'm asking you for
information in regards to the two
notices on both entrances.

If the furniture ⁱⁿ this house is
for sale, would you please let me know
the price of this

yours sincerely

W. J. Ganz

✓

5821

22nd December, 1942.

Mr. Niten NIKAIDO,
Registration No. 13774,
Tasme, B. C.

Dear Sir:

Our attention is drawn to the fact that when you registered with the Custodian on April 22nd, 1942 you declared that you had no assets and no liabilities.

Subsequently the Custodian became aware of a lease drawn on your behalf by Mr. J. M. Campbell of Mission which, in turn, following search made by our Title Department, showed that you were the owner of certain property in the district of New Westminster.

On July 16th we sent you the necessary registration forms and asked you to complete and return them to us. This you have failed to do.

Additionally the Custodian became aware of the existence of your 1939 Ford delivery which you had not declared to the Custodian. It is now in the hands of the Pacific Co-operative Union.

Subsequently you requested the Custodian to effect payment of \$68.88 on your life insurance policies with the Sun Life, and in this instance your request has been observed.

Our records indicate that when you left Mission you and your family took with you well over \$1,000.00 in wages, plus the amount received by you on a truck.

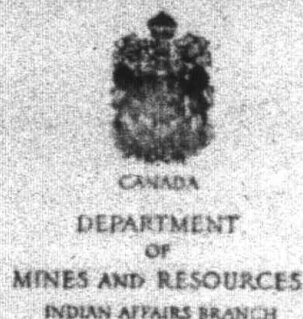
For the last time we ask that you provide us at this time with full particulars of your affairs in the protected area, and for this purpose you will find enclosed three copies of our "JP" registration form, two of which you will complete, sign, have witnessed and return to us immediately, retaining the third copy for your own use.

Yours truly,

R. P. Alexander
Manager

RPA:LF

OFFICE OF THE
INDIAN AGENT



NEW WESTMINSTER, B.C.
January 25th, 1943.

EVACUATION SECTION

Rec'd JAN 25 1943

File No. 5821
FILE 1-3-22-A.

Ans.

Referred Anderson

Dear Sir:- Your File No. 5821.

In reply to your letter of January 22nd, regarding the status of three parcels of land on the Langley No. 1 Indian Reserve, (Whonnoek), formerly leased by this Department to M. Nikaido, a Japanese Berry Grower, I beg to say that this man held Departmental lease No. 444, renewed from April 1st, 1941, for a period of five years, at an annual rental of \$180.00, payable in half-yearly instalments of \$90.00 on April 1st and October 1st of each year.

When war broke out with Japan, his rental had already been paid for the period October 1st, 1941, to March 31st, 1942, and under date of March 12th, 1942, the Department cancelled his lease as from April 1st, 1942. It was then transferred to the Pacific Co-operative Union, of Mission, B.C., from that date and at the same rental. This land is, therefore, under lease to the Pacific Co-operative Union at \$180.00 per annum until March 31st, 1946, and the Pacific Co-operative Union has no authority to sub-let to another party without first obtaining the sanction of this Department. To do this, the Pacific Co-operative Union should make an application, in duplicate, to transfer their lease to the intended party, who should also apply, also in duplicate, to take over the lease.

These applications, together with the triplicate copy of the lease, now held by the Pacific Co-operative Union, should be turned in to this office, for transmission to Ottawa.

Yours truly,

R. D. Richardson
R. D. N. Daunt.
Indian Agent.

R. D. Richardson, Esq.,
Farm Department,
Department of the Secretary of State,
506 Royal Bank Building, Vancouver, B.C.

Feb. 23, 1943.

A.O'H. Daunt Esq.,
Indian Agent,
Department of Indian Affairs,
New Westminster, B. C.

Dear Sir:

Re: Your file 1-3-22-A.

Thank you for your letter of January 25. We regret the delay in replying but factors beyond our control have prevented this.

The situation here is a little peculiar in that NIKAIDO regards himself as still being interested in this lease.

It appears as if the facts are that upon his approaching evacuation NIKAIDO, knowing that he could not himself farm the land, wishing it to be maintained and not return to waste, also not wishing to lose the benefit of whatever improvements he had made upon it, arranged with Pacific Co-Operative Union to handle the land for him. As you may know, by virtue of orders in Council, P. C. 3959 and 5353 Japanese interests were not to be lost or forfeited. For some reason, however, the manner of handling NIKAIDO'S lease appears to have been that he transferred it to Pacific Co-Operative Union upon the trust that they should sublease and account to NIKAIDO for the revenues less trifling cost of administration.

Pacific Co-Operative Union were not to farm the lands themselves but were to sublet to tenants.

We are not informed why these arrangements were not carried out in this manner, and do not approve of them.

Pacific Co-Operative Union is a Japanese company which has now been brought in to the control of the Custodian.

In the circumstances it would seem that the whole situation could best be clarified by a cancellation of the Pacific Co-Operative Union's lease now in effect, with a restoration of the lease to NIKAIDO. The subtenure now in effect would then be ratified by this office. This would preserve the interest of NIKAIDO which is what we wish and also would put the records in the position of representing the actual interests.

We wish, of course, to fall in with the practice of your department as far as is possible consistently with the performance of its duties by this office and to that end solicit your co-operation. Will you please be kind enough to tell us if the suggestion outlined is feasible within your rules of practice,

Seen & approved (over)
by W.A.

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Matiqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B. C.

March 4th, 1943.

VACUATION SECTION	
MAR 8 1943	
File No.	
Ans.	
Referred	

The Indian Department,
New Westminster, B. C.

Dear Madam: Re Lease No. 444

Confirming your conversation with the writer this a.m. when I promised to write you to-day re our position in lease No. 444 part of Whonnock No. 1 Indian Reserve.

In March 1942 Mr. Nakaido (Japanese) the then Lessor was ordered by the Indian Department, Ottawa, to vacate the property by March 31st, 1942 as Japanese were not allowed to remain on Canadian Government property after that date.

The Pacific Co-operative Union took over the Lease No. 444 and sold the growing crop and paid the monies received for same less the rental to Nakaido, therefore Nakaido has no further interest in the leases.

I think Mr. Russell is a little confused in the matter as Mr. Nakaido has an eighty acre farm of his own.

I would appreciate a copy of Mr. Russell's letter so that I may be able to better understand and discuss the subject with the Custodian's Department.

I think it would have only been customary etiquette on the part of Mr. Russell to have sent us a copy of the letter addressed to your department.

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per *A. S. Rankin*

A. S. Rankin,

ASR/EK

*SEE MARCH 6, 1943
MARCH 8, 1943*

OFFICE OF THE
INDIAN AGENT

CANADA
DEPARTMENT
OF
MINES AND RESOURCES
INDIAN AFFAIRS BRANCH

EVACUATION SECTION
MAR 8 1943
5821
Ref: Russell

PLEASE QUOTE
FILE 1-3-22 A.

NEW WESTMINSTER, B.C.
March 6th, 1943.

Your File No. 5821.

Dear Sirs:-

With reference to your letter of February 23rd, regarding M. Nikaido of Whonnock, I am enclosing for your information copies of correspondence connected with the case, and which are self explanatory.

The lease to the Pacific Co-operative Union, however, contains a clause that the land may not be sublet to any person without the consent of this Department.

It would appear to me that if this Union has now been brought under your control, the matter can be easily arranged by your Department taking over the lease, in question, and at the same time arranging to have the clause, in question, altered, so that you may sublet the land if necessary. While Ottawa would not agree to such a procedure in the case of ordinary tenants, I should think there would be no such difficulty in your case.

This lease expires on March 31st, 1946, and, as is usual in all leases of Indian lands, any buildings on the property revert to the Indians when the land is given up.

Yours truly,

Russell
R.O.N. Daunt.
Indian Agent.

Encls.

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

SEE MARCH 5 1943
MARCH 4 1943

April 19, 1943.

B. C. Security Commission,
Marine Building,
Vancouver, B. C.

Attention: Mr. H. L. Brown.

Dear Sirs:

Re: Mitsuo NIKAIDO

In reply to your letter of April 6th, we will enquire as to the matters referred to in the third paragraph.

The property leased on the Indian Reserve is not part of the 80 acres of farm land. It is apparently the best part of the farm and one from which Nikaide has derived substantial revenue in the past. Nevertheless, our Farm Lands Department does not consider that the existing interest in it (if any) warrants the payment of \$150.00 per year to the Indian Department and they are not now recognizing Nikaide as having any interest in the land.

Nikaide's present credit balance with this office is \$393.62.

We quote to you from a letter addressed to this office by the Pacific Co-operative Union dated December 7th last:

"Nikaide went away with a considerable amount of money from this district because he and his family worked for the writer's brother at Doodney and Mr. Nikaide also worked for the Hop Co. and they received well over \$1,000.00 in wages plus the amount he received for his truck. He, therefore, ought to be able to pay the premium on his life insurance.

"However, since the tenant on Mr. Nikaide's farm has no objections and no claim against Mr. Nikaide it will be in order to forward cheque #674 for the amount of \$375.00 to the Canadian Bank of Commerce and we will remove the stop payment order against this cheque."

July 21st, 1945.

W.G. Stickney, Esq.,
Asst. Treasury Officer,
B.C. Security Commission,
360 Homer Street,
Vancouver, B.C.

Dear Sir:

Re: Mitsu NIKAIKO - Reg.No.13374

Your letter of April 8th has remained unanswered as we had not the information for which you asked.

The 80 acre farm near Ruislip to which you refer is, we presume, the N^o of the S⁸ of Section 9, Township 15 of which the above Japanese is the registered owner. It was acquired by him from John Warren and payment in full was made and conveyance and Deed received and registered and title No.135450-E issued the 20th of February, 1940. ~~We~~ are informed that there are no buildings on this parcel of land except a small chicken house.

Referring to your 4th paragraph:- Mitsu Nikaido held lease No.444 of a parcel of 15 acres of what is known as Langley No.1 Indian Reserve, Mission, from the Department of Mines and Resources. On this he erected a house and other farm buildings. The lease was renewed April 1st, 1941 for a period of 5 years, was cancelled March 12th, 1942 as from April 1st ensuing. This lease No.444 was assigned to the Pacific Co-operative Union with the approval of the Department April 2nd, 1942. This parcel is distinct and at some distance from the 80 acre farm owned by Nikaido but was operated in conjunction with it.

Yours truly,

Ian Macpherson
Title Examiner

IM:PB

OPERATING ON BOTH SIDES OF THE FRASER RIVER - FROM THE COAST TO HOPE

PACIFIC CO-OPERATIVE UNION

GROWERS • PACKERS • SHIPPERS
OF HIGH CLASS BERRIES & RHUBARB

MISSION CITY, B.C.

September 28, 1949

Mr. D.T. Braidwood,
Sutton, Braidwood & Morris,
525 Seymour St.,
Vancouver, B.C.

EXHIBIT No. 712-10

DATE 29 Sep 1949

FILED BY D. J. Braidwood

Dear Sir:

Re: M. Nikaido

Mr. Nikaido had rented off the Indian Department fifteen acres of which about ten acres were cleared, known as Whonock No. 1 Indian Reserve.

In 1942 he had still four years to go when war with Japan was declared and his lease was cancelled and he was given fifteen days to vacate.

The Indian Agent asked the Pacific Co-operative Union to take over the lease and we did so in order to protect the interests of Mr. Nikaido. We paid Mr. Nikaido Seven Hundred and Fifty dollars (\$750.00) in cash for the prospective crop of 1942.

We also paid Mr. Nikaido for all boxes, crates, etc. on hand for use in shipping the crop.

In March 1943 we let a Mr. W. Ganz, a neighbor, have the place on a working basis termed in the agreement as an employee who paid us Two Hundred dollars per year, out of which we paid to the Indian Agent at New Westminster, the rent amounting to Ninety dollars per year. By the end of two years the place required re-planting and the work Mr. Nikaido had put on the place was practically finished.

This, in short, sums up the history, I think you require.

Yours truly,

A. S. Rankin

A. S. Rankin,
Secretary.

ASR/vl

*This should read 4 years
see letter 15 Jan 43 from
Indian Agent to this office*

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A GLADSTONE VIRTUE M.C.F.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.
FREDERICK JOHN MORGAN, B.A., LL.B.

August 13, 1949

PLEASE REFER TO FILE NO.

3212-101

Mr. D. T. Braidwood,
c/o Messrs. Sutton, Braidwood & Morris,
506 Royal Bank Building,
Vancouver, B.C.

Dear Mr. Braidwood:

Re: Settlement Awards; NIKAIDO,
Mitsu, Case #713, Custodian
file #5821

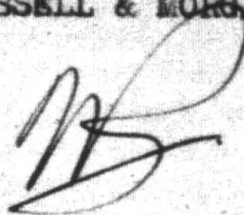
Real Property - Parcel 1: This appears to be in
order for settlement.

Parcel 2 Leasehold - No award has been proposed for
this

Miscellaneous Chattels - We are prepared to accept
this award.

Yours truly,

VIRTUE, RUSSELL & MORGAN

Per 

WSR/mvf

File No. 5821.
Reg. No. 13374.

Statement of Account.

WILEN NIKALDO

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1942	December 10 19 19 P.C.U. cheque Sun Life Assurance	\$ 19.39 49.49	\$ 375.00	
1943	January 1 Credit re Sale of Property Land Registry Office - Cert. of Encumbrance P.C.U. Balance on Truck Sun Life Assurance Co.	1.00 71.31	27.50	
1944	March 8 November 18 P.C.U. Interest on Shares \$1.60 and \$.04 Premium on Policies	71.04 15.00	1.64	
1945	April 23 May 11 August 6 November 14 Legal Fees re Sale of Property P.C.U. Interest on Shares \$1.40 and \$.04 B.C. Electric Refund Security Deposit Premium on Policies	68.95	1.44 3.00	
1946	August 5 Proceeds Auction Sale		1.82	
1947	January 24 P.C.U. Interest on Shares \$1.40 and \$.04		1.44	
1948	January 10 February 23 March 19 Redemption of P.C.U. Shares Applied against P.C.U. claims P.C.U. Interest on Shares \$2.10 and \$.04 P.C.U. Interest on Shares \$2.10 and \$.04	10.00	2.14 2.14	
		\$306.18	\$1125.12	- \$818.94 CR.

May 18/48.
/js

File No. 5821.

REAL PROPERTY SUMMARY FOR CLAIM

May 17/48.

CLAIMANT:

(Mr.) Mitsu MIKAIIDO

Reg. No. 13374.

PROP. SUBJECT
OF CLAIM:

River Road, Ruskin, B.C.

(V.L.A.)

being
The N. $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of Sec. 9,
Twp. 15, Mun. of Maple Ridge, D.N.W.

CLAIM:

Estimated fair market value as per claim:

Land	\$1600.00
Buildings	2060.00
CLAIM -	\$3660.00

(Actual Gross Selling Price \$632.00)

REFERENCES

JP

Declared December 28th, 1942. (Completed "J" card Apr. 22/42,
did not declare owning any property.)

RP.1

C of E dated June 16/43, notes vesting in the Custodian.

RP.2

1942 Assessed Value

Land	\$1200.00
Improvements	800.00

RP.3

Valuation - V.L.A., June 23/42, \$644.95.

RP.4

Mitsu MIKAIIDO advised of sale of property, July 19/44, \$632.00,
provided with Statement of Sale and Statement of Account.

Statement of Account to date.

J. Spratt

File No. 5821 REAL PROPERTY SUMMARY FOR CLAIM May 17/48.

CLAIMANT: (Mr.) Mitsu NIKAIDO Reg. No. 13374.

PROP. SUBJECT
OF CLAIM: 15 acres - In Whonnock No. 1 Indian Reserve.

CLAIM:	Total amount for Leased Land	Value
	(1) Buildings - Chicken House	- \$1400.00
	Garage, Woodshed, etc.	- 200.00
	(2) Planting, weed eradication, clearing, fencing, etc.	- 2000.00
	CLAIM	\$3600.00

The Indian Affairs Branch on the 6th March, 1943,
advised that the NIKAIDO lease, covering the above
property, would expire 31st March, 1946, and that
any buildings on the land, as in all leases of Indian
lands, would then revert to the Indians.

J. Spratt

1
CASE NO. 713.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

(HIS HONOUR JUDGE L. H. STACK, SUB-COMMISSIONER).

10

Lothbridge, Alberta,
September 24th, 1946.

IN THE MATTER OF THE CLAIM OF
ITSU HIRAIKO.

PROCEEDINGS AT HEARING.

20

APPEARANCES:

G.E.A. RICE, Esq., K.C.,

appearing for the
Dominion Government.

W.S. RUSSELL, Esq.,

appearing for the
Claimant.

MRS. LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD?

Official Reporter.

30

M. Nikaide,
Discussion.
In Chief.

THE SECRETARY: Case No. 713, Mitsuo Nikaide.

MR. RUSSELL: Your Honour, this claim will have to be amended with respect to real property, Parcel 1, \$3600.00, Parcel 2, \$4200.00, making a total of \$7800.00 being claimed. And there is an amendment of personal property, reducing his claim as shown in the proof of claim from \$1000.00 to \$744.85.

MITSUO NIKAIIDO, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. RUSSELL:

Q Now, Mr. Nikaide, I am showing you a document entitled "summary of evidence in support of claim". This document was prepared for you and on your instructions, and from information supplied by you, is that correct? A: Yes.

Q This is your signature at the end of this claim?

A Yes.

Q You believe the contents to be true to the best of your knowledge, information and belief?

A Yes.

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

(SUMMARY MARKED EXHIBIT NO. 1).

MR. RUSSELL: I have an assessment from the Corporation of the District of Maple Ridge for the year 1942 covering Parcel 1, the North half of the Southeast quarter of Section 9, 15, N.W.D., showing the assessment in that year as \$2000.00, which I will put in.

(STATEMENT MARKED EXHIBIT NO. 2).

3
M. Nikaide,
In Chief.

MR. RUSSELL: Q: I am showing you this again. Parcel 2 for which you are claiming is some land that you leased from the Department of Indian Affairs? Is that right, Mr. Nikaide?

A: Yes, I think that is the one that was leased.

Q: Fifteen acres of land? A: Yes.

Q: Now, you are claiming, among other things, for buildings on that land? A: Yes.

Q: Who built the buildings for which you are claiming?

20 A: I did.

Q: Who paid for them? A: I did.

Q: Did you have permission to built them from the Indian agent or any person on his behalf?

A: I had been renting that land for twenty years, therefore, if it were not permissible I would have known about it.

Q: Was anything ever said to the Department of Indian affairs, or any of their agents, respecting the buildings, their removal and their ownership?

20 A: There was no definite arrangement with him.

Q: There was no definite arrangement? A: No, there was no definite arrangement.

Q: You built the buildings yourself? A: Yes.

Q: And that is why you are claiming for them?

A: Yes. I have a lease running up to 1945, at out four years to go from the time I left the place.

Q: All right.

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

30 I am submitting that the claimant had no interest

H. Hikaide,
Cross Exam.

10 in the buildings located on the lease that he is claiming for. I am submitting that the chattels sold by the Custodian were sold for their fair market value. I am submitting that other chattels declared by the claimant, and not found, were stored in a place that the Custodian had no knowledge of and that the Custodian is not responsible for the same. I am submitting if there are any chattels that the claimant is claiming for for which the Custodian is in any way responsible that the claim made for the same is exorbitant.

I submit, your Honour, as an exhibit a farm appraisal report.

(APPRAISAL REPORT MARKED EXHIBIT NO. 3).

MR. RICE: I tender as an exhibit an analysis of personal property claim.

(ANALYSIS MARKED AS EXHIBIT NO. 4).

20 MR. RICE: I wish to submit summaries respecting the real estate, your honour. There are three of them. I would point out that the one dealing with the lease from the Department of Indian Affairs branch, there is a notation that on the 6th of March, 1943, the branch advised the Custodian that the Hikaide lease, that is the claimant's lease, covering the property that he is claiming for or claiming an interest in, would expire on the 31st of March, 1946, and that any buildings on the land, as in all leases of Indian lands, would then revert to the Indians.

30 (SUMMARIES MARKED EXHIBIT No. 5).

CROSS EXAMINATION BY MR. NICH:

Q I show you a card, dated April 22nd, 1942; is that your signature (indicating)?

A Yes.

Q And this card states that you have no property of any kind whatsoever in any protected area in British Columbia. Perhaps I can tender all these, your Honour, as one exhibit. I intend to produce his J.P. form on which he did make a declaration at a subsequent date, and, in fairness to the claimant, perhaps, I should say that his wife made a declaration. I think it was his wife, that is, Fuji. I show you a J.P. form, dated December 26th, 1942?

A: Yes, that is my signature.

Q That is your signature to your J.P. form?

A Yes.

Q And there is a notation that the articles or chattels described in this form, your Honour, were left at a cousin's house. What is his name, Umetsu, is it?

A: Umetsu.

Q I also show you a J.P. form apparently completed by your wife. Do you know her signature? It is in Japanese.

A: Yes, that is my wife's signature.

Q And written in Japanese?

A: Yes.

Q That is a J.P. form dated the 11th of May, 1942?

A Yes.

MR. NICH: I tender the card and the two J.P. forms, your Honour, as one exhibit.

6
M. Nikaido,
Cross Exam.

THE SUB-COMMISSIONER: Very well.

(DOCUMENTS MARKED EXHIBIT NO. 6).

MR. RICE: Q: I believe you wrote the Custodian's office from Iron Springs, Alberta, on the 21st of April, 1942, giving a list of your chattels and their value. Would you look at that letter and tell me if that is your signature and if that is your letter?

10 A: It must have been my son or daughter who wrote it for me; it isn't signed by myself.

Q: But it was written for you, that letter?

A: Yes; my son is over there.

Q: And the values of your property set forth in this letter are your values, are they?

A: Yes.

MR. RICE: I tender that letter, your Honour, as an exhibit.

(LETTER MARKED EXHIBIT No. 7).

20 MR. RICE: Q: I show you another letter written from Tashua, Hope, B.C., on December 11th, 1942, purporting to be signed by you and addressed to the Custodian?

MR. RUSSELL: Could you read those letters to him, if he doesn't understand them.

A: Yes.

MR. RICE: Q: Surely he can now say whether he wrote the letter or had it written for him?

30 A: Yes, that is a letter written for me. The things mentioned in this letter were just things of not much value.

7
M. Nishida,
Cross Exam.

Q He doesn't have to answer that now. This is his letter that he wrote the Custodian?

A Yes.

MR. RICE: This is a letter written on December 11th, 1942, by the claimant to the Custodian, it looks as if it is Tashiro, Hope, B.C.,

10 "According to your letter of January 6th, File No. 5821, which we received today. We do not want to sell, there is only few things left in the house, such as kitchen stove, 4 bed-mattress-spring, 2 kitchen cabinet, 1 chest of drawers, 6 chairs & tables. Will you please leave everything in 1 room and look it up. It does not worth much so we like to keep it.

"Yours truly."

I tender that as an exhibit.

(LETTER MARKED EXHIBIT NO. 8).

MR. RICE: Q: I show you a proof of claim form dated the 17th of November, 1947 (indicating); is that your signature?

A: Yes.

Q On this form you swore on the 17th of November, 1947?

A Yes.

MR. RICE: I will put this in as an exhibit.

(PROOF OF CLAIM FORM MARKED EXHIBIT NO. 9).

MR. RICE: Q: When you were evacuated you leased your place to a Chinaman, Pon Sun Jay?

A The property that I had in my possession was taken away from me and the lease was made by the committee of strawberry pickers.

20 Q That was the Pacific Co-operative Union, you mean?

6
M. Hixside,
Cross Exam.

A Yes.

Q They took it over. Well, did you leave your place in charge of a Chinaman?

A: I told the Chinaman he could use the few things that had been left behind which weren't very valuable.

Q The farming tools, you told the Chinaman he could use those, did you?

A No, not the farming tools.

Q What were they, household effects, or what?

10 A They were articles mentioned in the letter which was just read to me.

Q The articles mentioned in the letter. You mean Exhibit 8?

MR. RUSSELL: You had better show him the letter.

MR. REE: Yes. Make sure that it is the right one. Just show him that letter. The chattels are referred to in Exhibit 7 and Exhibit 8; I don't know which letter he means.

Q Is that the letter that he refers to?

20 A Yes.

Q Exhibit 8.

A: Yes, that is the one.

Q What did you do with the rest of your chattels when you left there?

A: I took them over to my cousin's house.

Q That is K. Umetsu? I might be out in my pronunciation.

A Yes.

Q How long after was Umetsu evacuated, or do you know?

A Not very long after I left, about a month or two months.

9
W. Hikaide,
Cross Exam.

Q And when he left his place was leased too, was it not?

A: Yes, there was a Chinaman on his place too.

Q There was a Chinaman on his place too?

A Yes.

Q Was his place leased to a Mr. P. S. Jay, or do you know the name?

A: I don't know the name myself, but perhaps my son could remember.

Q Well, it is your evidence that we want.

10 I would like to point out, your Honour, without wasting time on a lengthy cross-examination, that the chattels or personal property described as "electrical appliances" now valued at \$40.60, had a sworn value when the claim was filed of \$75.00 when the claim was filed and \$59.00 in the claim of April 21st, 1948, as shown in the letter. The garden tools which now have a value of \$73.05 according to the amended claim had a sworn value of \$75.00 in the claim and according to the claimant's letter of April 21st, '48, had a value of \$178.00. The farm tools now valued at \$71.50 had a sworn value of \$75.00 in the claim. I might add though that there were sixty pounds of nails included in the farm tools at that time which have been valued at \$24.00, and in his letter of April 21st, '48, the same articles were valued at \$178.00. The poultry equipment now valued at \$42.80, had a sworn value of \$200.00 in the claim and \$51.00 in the letter. The furniture which now is valued at, according to the claim that has been filed, of \$492.90, had a sworn

20

30

N. Nikaide,
Cross Exam.

value of \$350.00 only when the claim was filed, and according to the letter of April 21st, '48, had a value of \$692.00. I mention these items, your Honour, because I don't think the claimant knows what he is talking about in either valuations. There are three and all different; one referred to in his claim that he filed, the other in the letter of April 21st, 1948, and the other claim which he has sworn to and filed as his summary of evidence now.

10

MR. RUSSELL: No further questions.

THE SUB-COMMISSIONER: That is all, thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE).

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

S. R. Howard
"S. R. HOWARD" Official Reporter.

20

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

SUB-COMMISSIONER.

30

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA, 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H. I. BIRD, COMMISSIONER.)

10

Vancouver, B.C.,

September 29th, 1949.

CASE NO. 715

IN THE MATTER OF THE CLAIM OF
MITSU NIKAI DO

APPEARANCES:

20 D. T. B. BRAIDWOOD, Esq., appearing for the Dominion
Government,
A. G. VIRTUE, Esq., appearing for the Claimant,

A. WATSON, Esq., Secretary,
D. F. CHRISTIAN, Esq., Official Reporter.

MR. BRAIDWOOD: Your lordship suggested that we might
20 have Mr. Hall's Menzies in and that the counsel for

the Claimant might also produce some person who could give any information which would be helpful. My understanding with my learned friend is they have such a person now but the witness won't be ready until tomorrow morning and will appear before your lordship tomorrow morning. I think that is correct.

MR. VIRTUE: That is right.

THE COMMISSIONER: Very well. Which is the claim this leasehold matter deals with?

10 MR. BRAIDWOOD: There are five.

THE COMMISSIONER: There was one we heard.

MR. BRAIDWOOD: Yes.

THE COMMISSIONER: Which was that?

MR. BRAIDWOOD: Mitelo(?).

MR. VIRTUE: It was in connection with the Indian reserve, 15 acres.

MR. BRAIDWOOD: There are five others. The particular one your lordship suggested Mr. Monnies might give some type of general evidence on is No. 715, Nihaiide.

20 THE COMMISSIONER: Go ahead.

MR. BRAIDWOOD: Before I go ahead on that, your lordship had also asked that I contact the Pacific Co-Operative Union on this particular case as to what disposition had been made. If your lordship remembers, it was the Pacific Co-Operative Union that took over after the Japanese and your lordship wanted to know what operation was carried on and any information that would be relevant from the Pacific Co-Operative Union.

30 THE COMMISSIONER: What was the nature of this farm

property?

MR. BRAIDWOOD: This was a farm of 80 acres, with buildings.

MR. VIRTUE: That was the freehold farm. The lease was a 15 acre lease for five years from the spring of 1941, expiring in 1946, and just to recall, if my friend will permit me--

MR. BRAIDWOOD: Yes.

10 MR. VIRTUE: You remember this man had held the lease for 20 years and he had put on -- he not only cleared and broke the entire 15 acres, but put on some fairly substantial buildings.

MR. BRAIDWOOD: This is the one where the Indian Affairs Branch cancelled the lease and granted the lease to the Pacific Co-Operative Union, and your lordship wondered whether it had done so properly. In any event the lease was cancelled in 1948 and transferred to the Pacific Co-Operative Union at \$180.00 rental per annum and it was later leased by the Pacific Co-Operative Union to a Chinaman named Pon Sen Jay, and I have now some information from Mr. A. S. Rankin, the Secretary of the Pacific Co-Operative Union, which I would like to read. I will have a copy struck off for my learned friend. It is addressed to myself, (reading).

(LETTER MARKED EXHIBIT NO. 713-10.)

I would like to call Mr. Mennies now.

20

HAL MENZIES, called, testified as follows:

THE COMMISSIONER: You are already sworn, Mr. Menzies.

I do not think it is necessary to swear him again.

MR. BRAIDWOOD: I think it goes without speaking, my lord, that your lordship and my learned friend as know Mr. Menzies' qualifications and knowledge of the Valley.

10 I was thinking, my lord, that I might ask Mr. Menzies some very general questions and leave it to your lordship to follow those particular questions with my friend and then we might get down to the specific issues.

THE COMMISSIONER: Very well.

MR. BRAIDWOOD: All right.

DIRECT EXAMINATION BY MR. BRAIDWOOD:

Q Mr. Menzies, I have explained to you that his lordship wants to get some general information upon
20 which he might evaluate the leasehold areas held by the Japanese at the time of evacuation. I take it you are familiar with leases generally.

THE COMMISSIONER: I do not know that your description quite accurately puts the proposition. What I am seeking is to get is what assets the tenant can be said to have in the leasehold. In other words, supposing he had attempted to sell the balance of the term, what might he have realized out of it.

MR. BRAIDWOOD: Q: Mr. Menzies, I take it these leased
30 properties can be assigned or sold from time to

time -- the interests of lessees in the property?

A Yes.

Q You are familiar with that type of transaction?

A We have done very little of it.

Q Would you tell his lordship what factors you would take into account in evaluating such a transfer or assignment or sale of the leased interest?

10 A Referring to a fruit farm, the value would be in the crop that is planted and the condition of the crop in anticipation of the crop return. With fruit, particularly strawberries or raspberries, but particularly strawberries, the crops are planted and are good for three years, and there is a good deal of expenses connected with preparing the ground and purchasing the plants and setting them out and fertilizing. After that has all been done, it is valued accordingly; and if the crops are older crops, three year crops, their value is lessened accordingly. Also in the spring of the year, when the crops have
20 been prepared for fruiting and the work has been done, the fertilizer has been spread, then, of course, there is a definite value for that season anticipated.

MR. BRAIDWOOD: Q: I take it that the planting and cultivation done on the property is one factor?

A Yes.

Q And I take it the time of the year in which the lease is assigned or sold is another factor?

Is that correct?

A Yes.

Q What have you to say as to the term of the lease?

20 Would that be a factor in value?

H. Henzies,
In Chief.

A Yes, definitely. The experience we had with the leases that were sold to whitemen was that the Japanese left these crops in prime condition and our white leaseholders paid a good price in some cases and owing to the season and experience, they suffered a total loss. There were some heavy losses in the first season after the Japanese left, particularly owing to the unusual inclement spring weather.

10 Q That was in 1942?

A: Yes.

Q What you are telling us is that the new lessees didn't realize what they hoped to realize out of these leaseholders?

A: There is a definite hazard has to be anticipated in the weather, which was emphasized in 1942 to the detriment of the leaseholders, and the experience required is not often anticipated in a fruit farm. They don't understand. The Japanese would overcome inclement seasons by their methods of farming. They will go out with sacks over their shoulders and pick up the weeds in the rain. I don't know of any other type of farmer out there who would do that. Consequently, in a wet season, an experienced farmer will lose most of his crop.

20 Q Are you telling me now that another factor is the personality of the lessee?

A I think that is definitely so.

Q And what he is willing to do for himself or have others do for him?

30 A Yes.

Q I asked you if the term of lease would have any effect on value. Would a short term lease be more valuable than a long term lease, or the reverse?

A I think a long term lease would be more valuable, because it would permit the lessee to put in crops that he could realize on during the term of the lease and he would know what crops to put in, if he had a definite lease. A short term lease was what paid the interests of the renters up there, in view of the fact they were only sure of one year; they weren't able to put in crops they could realize on.

Q I take it in small fruits like strawberries and raspberries they would be called a shorter term proposition as far as lessees were concerned, is that right?

A: Yes.

Q You mentioned three years.

A Three years would embrace the production period of strawberries particularly.

Q And for larger fruits such as apples and pears and so on, would a short term lease be a good thing or a bad thing?

A It wouldn't apply so much to large fruit, because you have the seasons of crop and there is not so much preparation.

Q In any event, the crop grown on a particular property has a value on the lease interest?

A Definitely.

Q There is one other factor I would like to cover, and that is what would you say as to the rental being paid by the lessee? Would that have an effect

8
H. Hensley,
In Chief.

is evaluating the 1 acre?

THE COMMISSIONER: What do you mean -- the amount of the rent?

MR. BRAIDWOOD: Yes, my lord.

Q That is to say, the monies being paid by the lessee during the term of the lease, would that be a factor in evaluating the potential value of that 1 acre?

A Well, it would establish the value that an experienced farmer anticipated obtaining from the property. It would be a guide, I would think.

10 Q Can you give us any information as to the difference between what I think the Pacific Co-Operative Union people call a lease on a cash basis and a lease on a crop basis? At I am not just sure how that applies. Do you infer that the leasing on a crop basis, the lease will be based on the return?

MR. BRAIDWOOD: Yes. I think we have had that in several cases.

THE COMMISSIONER: That is what I would understand to be the difference.

20 MR. BRAIDWOOD: I think we have had several types of leases, and one would be on a straight cash payment and the other would be something along the Pacific Co-Operative Union line of payment based in relation to the crop taken off.

A A proportion of the return.

Q Yes.

A: I understand.

Q Can you tell his lordship whether one or other of that type of lease would be differentiated in a valuation?

30 A: The cash basis

H. Menzies,
In Chief.

would undoubtedly be the most valuable to the experienced farmer, while the returns basis would be the safest arrangement for an inexperienced farmer.

THE COMMISSIONER: Due to the fact he has no cash outlay to make and the result depends upon his own efforts?

A: Yes, my lord, and his skill.

MR. BRAIDWOOD: We have been discussing some factors, and I am suggesting to you that in trying to estimate

what value a leasehold interest had that one would

10 Q have to take those factors into consideration that we have been discussing; that is to say, the term of the lease, the money payable under it, the type of crop, the location, the time of the year — the various factors we have been discussing. Is that correct?

A: Yes.

Q Are there any other factors one would have to consider in evaluating what the leasehold was worth?

THE COMMISSIONER: Q: The productivity of the soil would be an important factor, would it not?

20 A Yes, my lord, and it is definitely of more value to an experienced farmer, which I presume is the value of the lease. One farmer would not be able to make a profit out of his lease and an experienced farmer would, and the actual value would be the results of the experienced farmer rather than the value estimated on an inexperienced farmer.

MR. BRAIDWOOD: Q: Let's take, for example, a strawberry farm in which a leasehold interest is concerned.

30 Would the state of the market for strawberries have any effect on the value of the leasehold interest?

R. Mennie,
InChief.

A Yes, I think so.

THE COMMISSIONER: You are now referring to market prospects.

MR. BRAIDWOOD: Yes.

A I think market prospects would have a definite value.

Q That is another factor which would have to be taken into consideration in coming to an idea of the value of a leasehold interest?

A Yes.

10 Q My learned friend has suggested to me I might ask you this question. Would the potential residence value, where there was such present, be a consideration?

THE COMMISSIONER: You mean to say prospective use of the land?

MR. BRAIDWOOD: Prospective use of the land as a residence, my lord.

THE COMMISSIONER: What possibility would a tenant have of erecting a dwelling on leased land?

MR. BRAIDWOOD: I will probably leave this for my learned
20 friend, but I think the basic idea was the use of buildings on the property as such from a residence point of view.

THE COMMISSIONER: You did not put it that way.

MR. BRAIDWOOD: I will put it again, then.

Q Would the useability of buildings on the property with which the lease is concerned, their useability as a residence, be a factor in coming to a value of the leasehold interest?

A You have some value consistent with the type of build-
30 ings on it that were suitable for the ordinary tenancy;

H. Mensies,
In Chief.

you would have a value accordingly. That is a situation which has changed materially since 1942. At the present time, of course, any building has a value.

Q You have discussed some of the factors we have to take into consideration, Mr. Mensies. Can you tell me, in fact, whether there was much dealing in leaseholds in the Fraser Valley in 1942 and 1943?

A I would say there wasn't.

10 Q Can you tell me why? A: Because it wasn't customary for the Japanese to lease if they could purchase, and we had very few, as I recall, Japanese that were leasing, except those properties that couldn't be bought, such as has been referred to -- Indian reservations and that sort of thing.

Q Was it customary for white holders to lease?

A Not fruit farms.

Q In other words, the fruit farm business was an ownership proposition?

A: Yes.

20 Q And you would say these leaseholds were not the usual thing but the unusual thing?

A That is correct.

Q Can you recall in your experience any leasehold interest you have seen change hands in 1942 and 1943, say, through your own office?

A Yes, I can recall some Japanese places that were leased.

Q How would you act in those transactions?

A Well, these properties were leased principally on the basis of the prospects of the immediate crop. They

H. Menzies,
in Chieft.

would only be leased subject to the Custodian and they couldn't obtain more than a one year lease. But this factor made a great many Japanese lease their places to white men they knew, neighbours and friends, and they leased them on a very small lease basis to have their friends hold them and control them. That was a first move some of them made.

10 THE COMMISSIONER: Are you not getting away from the problem we are concerned with here. I understood we were only concerned with transfers of land held under lease by Japanese.

MR. BRAIDWOOD: That's right.

THE COMMISSIONER: The sale of the unexpired portion of the term.

MR. BRAIDWOOD: That's right, my lord. I have been trying to bring out these factors on a general basis so that your lordship might have some idea.

THE COMMISSIONER: I am not concerned with the matter that the witness has just now been speaking of.

20 MR. BRAIDWOOD: I think that is true. I think I have explored all I can with Mr. Menzies on the general basis and I might leave it to my friend now. Of course, I would like to examine Mr. Menzies in general on the cases.

THE COMMISSIONER: Supposing you exhaust your examination relating to this case before Mr. Virtue opens.

MR. BRAIDWOOD: I was wondering whether that might be the case, or whether my friend would prefer to state his position and then have Mr. Menzies help the Court. My friend stated his position the other day

30

H. Mennie,
In Chief.

and I would be pleased to lead other evidence as to exactly what was done, if your lordship sees fit.

THE COMMISSIONER: I would prefer you go on and complete your examination of Mr. Mennie relating to this case. It is understood that the evidence Mr. Mennie gives here can be applied to any other leasehold cases.

MR. BRAIDWOOD: Q: I am going to read to you an extract from the Custodian's file, which I read to my learned friend two days ago, and I should like you to consider the facts. Then we might have some questions on this particular case:

"This claimant, Nitsu Nikaide, held lease No. 444 Indian reserve."

Are you familiar with that area?

A Yes.

Q Do you happen to know this property by any chance?

A Yes, I know the property.

Q "This lease was renewed the 1st April, 1941 from the Department of Mines & Resources."

20 I think that sets out the facts, my lord.

THE COMMISSIONER: Yes.

MR. BRAIDWOOD: Q: You are familiar with this property?

A With the 15 acre property you mentioned, yes.

Q Did you know anything about the lease No. 444 here?

A No, I didn't.

Q I notice it was a 5-year lease in which a number of years were let to run. Would you consider that to be a valuable leasehold interest?

A Yes, I would.

30 Q Can you give his lordship any description of the

H. Mensies,
In Chief.

property?

A The property occupies a south slope on the north side of the highway west of the town of Whenneck, and having a southern slope and being fairly even land, it was in very suitable for fruit growing and was, to my memory, in very good condition when the Japanese left it. It was planted out mostly in strawberries and it was an ideal location for such fruit.

10 Q Do you know anything about Nihaike's operation of the property? Was it a good operation or a poor operation?

A I know nothing about it, except the appearance of the property from the highway.

Q You weren't on the property?

A I have been on it several times even during that time, I think.

THE COMMISSIONER: MR. Mensies has stated that the farm was in good operating condition when Nihaike was evacuated. Do you think you can help us any more than express an opinion as to what the value of that leasehold was at that time?

20 MR. BRAIDWOOD: There was one thing I would like to bring out.

THE COMMISSIONER: Yes.

MR. BRAIDWOOD: Q Nihaike claims he has erected a house and certain other buildings on that property. Do you know anything about it?

A There were very modest buildings on the property I am sure were erected by the Japanese owner, because the Indians wouldn't erect them. They were there. They weren't valuable houses. They were just small

H. Mennies,
In Chief.

cedar houses, unpainted.

Q Do you know how long Nikaide had been on the property?

A No.

Q I notice from the information I have that the lease was renewed, so apparently there had been a prior lease. It was renewed the 1st April, 1941.

A He had been on it longer than that.

THE COMMISSIONER: I thought it was understood this was the fourth term.

10 A Yes, it had been cleared and planted for several years by the same tenant.

MR. BRAIDWOOD: Q: Upon his evacuation about a year after the renewal, with the lease having four years to run, would you be able to give his lordship an indication of the value in money of that leasehold interest?

A: I don't think I could give a very valuable opinion on that, because it would depend upon the condition of the strawberries, the age of the plants and the amount of acreage in reasonably young plants; that is, in the first three years.

THE COMMISSIONER: We have this information from the Pacific Co-Operative Union that in March, 1945, the Union sub-let for a term of one year. Then by the end of two years the place required re-planting. So that ^{these} were presumably one year old plants at the time that the claimant was evacuated.

A There would be ten acres in fruit. I take it it would be worth \$20.00 an acre or \$200.00 a year.

30 MR. BRAIDWOOD: Q: \$200.00 on a leasehold basis?

H. Menzies,
In Chief.

A Yes.

Q Do you mean that if the lease had four more years to run, it would be \$20.00 an acre for each of four years. Is that what you are estimating it?

A Yes.

THE COMMISSIONER: Q: Just a moment. Does the value you put upon it include the assumption of the liability to pay the head rent?

A No, my lord, I wasn't considering that.

10 Q You would consider that a tenant could afford to pay \$20.00 an acre per year for the balance of the term, which, in this instance, would be \$800.00, and in addition pay \$100.00 a year rent?

A No, my lord, I hadn't estimated up anything additional.

Q So that your \$20.00 per acre includes the rent he would have to pay the head lease?

A Yes; because he has to re-plant during that period.

MR. BRAIDWOOD: Q: I would like to get that straight. You are not taking into account any payment to the head lease?

A: No.

THE COMMISSIONER: The witness said the reverse.

MR. BRAIDWOOD: Q: It would be \$20.00 an acre after having taken into account the head lease?

A No.

THE COMMISSIONER: \$20.00 an acre would include the payment to the landlord. In other words, supposing you got \$200.00 per year for four years, that is \$800.00.

MR. BRAIDWOOD: We have 15 acres.

THE COMMISSIONER: But the witness refers only to ten acres being in crop.

H. Menzies,
In Chief.

MR. VIRTUE: I wonder if the secretary--

THE COMMISSIONER: If you will excuse me.

Q Then there is to be deducted from that \$800.00 in order to determine value the annual rental of \$150.00 for four years -- \$720.00. So the net value of the lease would be \$80.00, is that right?

A \$80.00 per year.

Q No, a total of \$80.00. How do you arrive at an \$800.00 value?

10 A: Well, I was arriving at a value of \$20.00 per acre per year for the ten acres in fruit as a total rental to be paid for the property, assuming that the lesser would be able to give a free tenancy.

Q Then have I not correctly put it to you, that assuming you are acquiring this lease yourself, you would be prepared to pay \$20.00 per acre per year?

A Yes.

Q So that over the balance of the term of four years, you would have paid \$800.00.

20 A Yes.

Q And the person to whom you paid it is a tenant of the Indian Affairs Department and he would still have his obligation to pay \$150.00 per year to the Indian Affairs Department, isn't that correct?

A Yes.

Q So that the net value the tenant has in that property is only \$80.00?

A I understand you now, my lord, that is correct.

Q Is that what you mean?

30 A That is what I mean.

H. Hennes,
Cross-Exam.

Q I do not wish to put words in your mouth, but I must understand what you mean.

A That is what I mean, because ordinarily a renter wouldn't have to pay anything but the rent he pays the owner of the land, and that I was putting at \$20.00 an acre.

MR. BRAIDWOOD: I think that is all, my lord.

CROSS-EXAMINATION BY MR. VIRTUE;

10 Q Mr. Hennes, you said just now when you were asked about the sale value of such a lease that you could not give a very valuable opinion on that, that it would depend on the condition of the strawberries and the ground and other things.

A Yes.

Q How many actual sales of leases did you put through the office in the year of 1942 and 1943?

A None.

Q None?

A None. I didn't

20 sell any leases.

Q So that you are not basing your opinion on the actual experience of buying and selling leases either by yourself or your clients.

THE COMMISSIONER: The witness made it very clear earlier that there was very little trading in these leases; practically none. We have had all that in Chief. There is no need to reiterate it, is there?

MR. VIRTUE: I wonder if I might ask the secretary to show me the file in this case.

30 Q According to the evidence given by Mr. Hennes, the

H. Hennes,
Cross-Exam.

Japanese tenant, his cultivation and planting consisted of the following: Four acres of strawberries, one acre of blackberries, one acre of black caps and three and a quarter acres of raspberries. Now, would these be all more or less long term crops?

A The black caps and blackberries would be. The strawberries would have to be taken up and re-set.

Q In other words, the blackberries and black caps would be what we would call permanent crops?

A Yes.

10 Q The strawberries, you have already stated, yielded for three years.

A: Yes.

Q And the raspberries, how many years would they yield after they were planted?

A I am not sure. I think they took the raspberries up every year and re-set them for the hothouses.

Q You are not speaking of personal knowledge?

A They used hot houses.

20 Q There has been some evidence before the Court as to raspberries, and all I am saying is you are not speaking of your own personal knowledge.

A No.

30 Q We are told on this also by Mikaide that there were erected on this property seven chicken houses, a garage, a woodshed and an addition on the north side of the house, 12 x 24, and an addition on the east side of the house, 10 x 16, all at a cost of \$1600.00. Now, with those buildings on that property -- and I suppose if there were additions to the house there must have been a house there originally -- would the

H. Hession,
Cress-Kenn.

value of the place as a residence and a place where a man could make his home and earn a livelihood be a factor in estimating value?

A Yes, that would be a factor in my estimating the value of \$20.00 an acre.

Q We were told that this lease had been renewed by Mr. Nikolaide already some four times. So that there would be a possibility- I am only putting it that way-- there would be a possibility, that, had he stayed there or had he assigned to anybody else, of renewing it again at the expiration of the lease in 1946?

THE COMMISSIONER: I do not think we need any evidence on that. That is a matter of argument. I will accept your proposition that there is that possibility.

MR. VIRTUE: Q: I want to ask him if there was that possibility to be taken into consideration, would that add to the value?

A Not a possibility. It would have to be an option to be of value. You would have to know you could renew it.

THE COMMISSIONER: What is the term of this lease as to renewal?

MR. VIRTUE: As far as we know, there is no provision in it for renewal.

THE COMMISSIONER: Then, it is just idle conjecture as to whether he was going to get a renewal or not.

MR. VIRTUE: Yes, except this--

THE COMMISSIONER: Let us get on with something more important. We are taking up a lot of time over this thing that does not seem to be justified.

H. Menzies,
Cross-Exam.

MR. VIRTUE: I don't think I am assisting your lordship by my examination. Perhaps your lordship might let me ask one more question, which is this--

THE COMMISSIONER: I am not stopping you, Mr. Virtue. I do not see the point of spending a lot of time on matters of little moment.

MR. VIRTUE: Q: Mr. Menzies, let me put it this way to you: Supposing Mr. Nikalde had come to you in, let us say, March, 1943 because you did dispose of the lease for \$750.00, that is the crop in 1942, -- let's suppose he had come to you in the spring of 1943 and told you he had this lease and that the rental was \$150.00 a year, that he told you about the buildings and planting the blackberries and all the rest of it, and said to you, "Mr. Menzies, can you find me somebody who will buy my lease from me," and supposing he had said to you, "Mr. Menzies, what do you think I should ask for the unexpired term of the lease," what do you think you would have been justified in saying to him?

A: That would depend on the time of the year; if he had his crop cleaned and fertilized and it was approaching the fruit season, it would have considerable bearing on the value.

Q: Let's approach it another way. Supposing he had come to you in the spring of 1942, just about the time he was evacuated, with this crop in its then condition as it would be in April, 1942, and he had asked you the same question, "What do you think, Mr. Menzies, I should ask for my equity in this property,"

what would you have been justified in saying to him, keeping in mind the fact that somebody was going to have to pay \$100.00 a year rental? What would he have been entitled to ask for his equity?

A That is difficult to answer without seeing the property and knowing the condition of it. I imagine there would probably be \$200.00 or \$300.00 of speculative crop ready to harvest.

Q Let's consider the whole period.

10 A I have in mind properties that sold as high as \$800.00 for the crop that was ready to harvest, and during 1942 it was a total loss, and those purchasers lost the money they put in it.

Q A man in the spring of 1942 couldn't be expected to know that.

A: No.

Q All he would know is he would have the usual hazards of farming.

A: And he I

would probably advise him he could get a good price for his crop.

20 Q I realize this is a difficult problem, but we must separate in our minds the value of his crop from the value to the tenant of the lease as a whole, and it is the value to the tenant, Nikaide, of his lease as a whole for the four years it had to run and the possibility of renewing it. It is that we want to get information about. What I am asking you is, what would you have been justified in telling Nikaide he should ask for his equity in that lease?

30 A The only leases being sold that I handled were leases the Japanese had sold among themselves and brought

to be drawn, I had no experience to go on.

Q No, am I justified in saying that you don't feel competent to express an opinion on that point?

A Yes, I think that's right.

(Witness aside.)

MR. BRAIDWOOD: That is all the evidence I propose to call in this case, my lord.

THE COMMISSIONER: Is there anything further to dispose of in formal session?

10 MR. BRAIDWOOD: We have another fair of these lease cases, my lord. I don't know what my friend proposes to do with them.

THE COMMISSIONER: Is that not a matter of argument?

MR. VIRTUE: I think that is a matter of argument. I don't think we can take the time of the Court now to start to take evidence on each individual case.

THE COMMISSIONER: I hope not, because on the face of it there does not appear to me to be enough in it to warrant spending a lot of time on it.

20 MR. VIRTUE: We are calling evidence tomorrow morning, sir.

THE COMMISSIONER: I appreciate that and I will be glad to hear it, but the thought I am endeavouring to express is that the question of value of leasehold hardly warrants spending a great deal of time on it.

MR. VIRTUE: I don't think the witness tomorrow morning will take any longer than Mr. Henslow has this morning.

THE COMMISSIONER: That is all the testimony you are proposing to adduce?

30 MR. VIRTUE: Yes, my lord. I might say we are calling Bean

Discussion.

Clement, who is preparing -- the reason he is not here today is he felt he needed a little time to assemble data and give a value that would be of any value to the Court.

THE COMMISSIONER: Very well.

I hereby certify the foregoing to
be a true and accurate report of
the said proceedings.
[Signature]
Deputy Official Stenographer

10

20

30

D. Clement,
In Chief.

Vancouver, B. C.,

September 30th, 1949.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

J.A. MACDONALD, Esq., and appearing for the Crown.
D.T.B. BRAIDWOOD, Esq.,

A. G. VIRTUE, Esq., K.C., appearing for the Claimant.

R.J. McMASTER, Esq., appearing for other Claimants.

A. WATSON, Esq.,

Secretary.

10 D.P. SAUNDERS, Esq.,

Official Reporter.

THE COMMISSIONER: What case are you going on with,
Mr. Macdonald?

MR. MACDONALD: I believe, my lord, we will hear further
general evidence on the matter of evaluating a
leasehold.

MR. VIRTUE: This is the lease, in particular, sir, of
in the Nikalde case.

20 THE COMMISSIONER: Number?

MR. VIRTUE: No. 713. I want to call Dean Clement.

DEAN CLEMENT, recalled:

MR. VIRTUE: Shall I wait for the file to come up, sir?

THE COMMISSIONER: No. Dean Clement has already been
sworn in these proceedings. I do not think he
need be sworn again.

EXAMINED BY MR. VIRTUE:

30 Q Dean Clement, you are acquainted with the issues in

26
Dean Clement,
In Chief.

this particular case which relate to the value of the leasehold owned by the claimant Nikaido?

A I have read all the records, and in the last 36 or 48 hours tried to familiarize myself with the general and particular aspects of the case.

Q You have read the transcript of the evidence of Mr. Nikaido himself?

A: Yes.

10 Q And you have read a transcript of the evidence given by Mr. Mensies?

A: Yes.

Q And the various claim forms, and so on? Would you tell his Lordship what steps you have taken in the last 48 hours or so to enable you to give an opinion on this question?

20 A I was asked to try and find a formula or principle with as many factors as possible that might be useful to your Lordship in arriving at a decision, or in making an award. My first step was to go to the Farm Service records in this Province, which were mostly at the University, to see what information was available with regard to leaseholds, and no information is available. Then I turned to the Dominion Department of Agriculture and Economics Branch, interviewed Mr. Woodward, and he also, in cooperation with the University conducts a survey, but he had no information which was of use to me. Then I turned to the Standard reference of Murray on Farm Appraisals, and Mr. Murray has also overlooked the question of the valuation of leaseholds of this nature. So I had no time to visit this property or any of the others, and consequently

30

27
Dean Clement,
In Chief.

I am working entirely from the records that are available.

Q You did read the description of the property given by Mr. Mansie in his evidence?

A I have a fair idea of the property as described by the Masse and by Mr. Mansie.

THE COMMISSIONER: This is an Indian Reserve lease, is it?

MR. VIRTUE: Yes.

10 Q Will you tell his Lordship the practice that you adopted in endeavouring to arrive at an opinion? Just go ahead and tell your own story.

A I naturally looked up as much information as I could to get ideas and they are very limited insofar as this Province is concerned. As I understand the case, it is 15 acres leased from the Indian Department for \$180.00 a year, the lease beginning in 1941 and ending in 1945. At the time of the appraisal of the value of the land it had four years to run. The lessee in his claim divides it up into clearing, tillage, planting, and then listed the strawberries, blackberries, black caps, and buildings, and so on, all separate. In my appraisal I followed the usual method of combining the tillage with the value of the raspberries, strawberries, and so on. In other words, you have to cultivate and you cannot very well separate the actual tillage from the product of the tillage in the form of the vines and bushes, and so on.
20
30 Assuming all the records are correct, the poultry

28
Dean Clement,
In Chief.

houses on the plant have an average age of 10 or 11 years, which means they would be written off in approximately ten years, or six-tenths of the value had been written off when the lessee left the property; four-tenths of the value still remained in the poultry plant. The other things, the \$300.00 house, I wrote down to \$120.00; the next \$300.00 house, \$ to \$120.00, and so on down the list; four-tenths of the value still left; one-tenth will have to be written off in each of the last four years. I left the acreage, and woodshed, and the addition to the house, as they are small amounts. The addition to the house, the woodshed -- I modified them very little.

10
THE COMMISSIONER: Mr. Virtus, I do not suppose you contend that the claimant could possibly have any claim to the equity that might remain at the end of the lease?

20
MR. VIRTUS: No, I have asked the Dean to make a study on that basis. I have asked him to assume two things: first, that all we had at the end of the term was a possibility -- no legal right -- to a renewal, and, secondly, at the end of the term the improvements would be forfeited. He has made the study on that basis. I may say, my lord, that I doubt if the Dominion Government would be entitled to take the position, but that is the legal basis in which we will proceed.

30
THE WITNESS: Then there were four acres of strawberries on the property. They were valued at \$415.00, but

Dear Clement,
In Chief.

10 it is difficult to separate the cultivation from
the berries themselves, and I have put them in at
a value of \$125.00 per acre, with \$500.00 for the
four years altogether. We don't know in what
condition the strawberries were. We assume they
were average, and one-quarter would be new plants,
and one-quarter one year old, and one-quarter two
years old, and one-quarter three years old, which
would be the normal procedure, on a well managed
farm. The blackberries have been put in at \$50.00
an acre for the four years; the blackberries \$50.00
for the four years; rhubarb about \$50.00 for the
four years. In other words, there was a substantial
equity in the plantings of strawberries, blackberries,
black caps, and rhubarb, and so on. Out of all that
I arrive at a valuation of the equity at \$2,382.50,
or in round numbers \$2400.00, which is four-sevenths
of the claim. That may have to be discounted
slightly because of certain uncertainties, but that
would be my valuation.

20 THE COMMISSIONER: Q: \$2400.00?

A: Yes, it
works out at a discount slightly, but not more than
\$300.00 or \$400.00.

MR. VIRTUE: Q: Would you have to write off that figure,
the annual rental for the four years, which would
come to \$700.00?

A: I in-
cluded the annual rental, \$720.00, in my calculation.

Q: What would be deducted from the \$2400.00 in arriving
at the net value of the lease?

30 A: It could be.

Dean Clement,
In Chief.

Q Then there would be some contingencies which would reduce it a little further?

A Then there was another method of approach and I gave it a great deal of thought. Here we have a house which is useable, four acres of strawberries, an acre of blackberries, an acre of black caps, three-quarter acres of rhubarb, and housing for 800 head of poultry, and I estimate possibly the rental there would be between \$45.00 to \$50.00 a month per year, which again would bring it to approximately the same figure, at \$40.00 to \$50.00 a month, for the house, the plantings, and the eight hundred head poultry house.

Q If we take it at the lower figure of \$45.00 a month, that would be \$540.00 a year, and for the four years that would be \$2160.00?

A Approximately.

Q Again you would have to deduct the \$180.00 a year which would have to be paid --

20 A It is a very difficult case to handle, my lord; the most difficult I have seen anywhere.

THE COMMISSIONER: Do you wish to examine, Mr. McMaster?

MR. McMASTER: I would like to. I want to get the last point clear. Do you suggest that the rental of the property might be \$40.00 to \$50.00 a month?

A A man might be willing to pay \$45.00 to \$50.00 a month for four years.

Q That is putting it purely on the basis of supposing this man, the Japanese, had gone away for four years and said, "I want to sub-let this"?

31
Dean Clement,
Gross-Guan.

A Yes.

Q Do you think that would be proper and reasonable?

A I would think that would be reasonable, considering the plantings, and so on, on the property and the poultry houses.

THE COMMISSIONER: Yes, Mr. Macdonald?

EXAMINED BY MR. MACDONALD:

10 Q Dean Clement, essentially a transaction when a lease is signed and the balance of the term is assigned, the transaction is the assignee steps into the shoes of the original lessee. Is that not right?

A Yes.

Q Now when a man was considering whether he took over the lease or not, he would be interested in the suitability of the land, would he not?

A Very likely.

Q All the factors that come under that heading?

A Yes.

20 Q And would you agree with this, that those factors which come under the heading of suitability of land would have been taken into account in the original lease from the owner of the land to the lessee?

A You mean from the Indian Department, the lessee.

Q In the amount of the rent? At No, I gather something like this happened. The Indian Department does not know very much about agriculture. They would put an arbitrary rental figure on the land, and the lease would be drawn. The Japanese

30

Dean Clement,
Cross-Exam.

apparently knew suitable land. I would not say that the Indian Department was well qualified.

Q I was speaking more generally. In the ordinary course of a landlord trying to get the best possible rental, those factors would be taken into account?

A: Yes.

Q So someone taking over the lease from the lessee would have to decide whether he could make a go of it, with the rental which was already in effect between the lessee and the landlord? I suggest, Dean Clement, that what an assignee, lessee, would be willing to pay would be something just to compensate the original lessee for the cost of the plantings and labour to date. Generally speaking, that is a fair proposition?

A Well that would make the value much higher than I put on it because if you go back to put the value of the labour put in it, it is out of all proportion. In other words, the value would increase if you go back and figure just what it costs to put in these ditches and plant those plants and build those houses, and so on. I don't think we should go that far.

Q I agree with that, but it is, in effect, -- it is really reimbursement for what is there in the way of plantings?

A: Yes.

Q That is the way a prospective purchaser would direct his attention?

A: Yes.

reimbursement from the plants that are in the ground and use of the poultry house and the use he would make

Dean Clement,
Gross-Exam.

of it himself. That would be correct.

Q If an experienced operator had the original lease, the buyer from him might consider the margin of profit so slight or small that he would not want to pay a great deal for the planting there? Is that not so?

A I don't think that would be based entirely on experience. It would be based on the quality of the plantings, the age, and so on, when you are making the bargain, and there would be somebody there likely to advise him if he was inexperienced.

10

Q An inexperienced buyer taking over a lease from an experienced operator might well feel that though the original lessee could make a profit with the rent which was in effect, and which he would have to assume, he himself could not make a profit?

A No, the inexperienced man would assume he could make a bigger profit. When you have an inexperienced man making a deal like that, you have a "sucker".

20

Q The Japanese were in the main experienced operators?

A Oh yes, experienced operators in a certain way, in certain methods; not machine operators. I think I made that point clear in my earlier evidence.

Q What would you say as to the experience or otherwise of the people who were in the market to take over the properties in 1942 and '43?

A Generally speaking, they were inexperienced in that type of farming. In this case it was taken over by the Pacific Co-Operative Union. The Union itself was experienced, but what the man was who was put on

30

to operate it, I don't know. He may have been experienced or inexperienced.

Q Would you agree with this, Dean Clement, that in 1942 and '43 and before, it was generally understood amongst farmers that the Japanese were more industrious -- would work longer hours than white operators?

10 A There was a great deal of feeling on the part of the white operators that the Japanese were working very hard, tending to undermine their industry, yes.

Q A white operator wanting to take over Japanese property would have that in mind that the property had been operated by a man who had put in more hours today, had used the labour of his family, had employed labour that he was not prepared to employ himself?

A: Well, he would know that the Japanese had employed his family in wet weather and dry weather, and under all kinds of conditions. He would know that.

20 Q He would know that he was not prepared to do it himself?

A: I don't know about that.

Q Most white operators were not prepared to do the same thing?

A: A large percentage of the white operators were not prepared to do it at that time. Some of them are doing it now.

Q It would be a factor that a white operator, taking over the property or bargaining to take over the property would consider, is that not so?

30 A I think so. The white operator would handle it

Dean Clement,
Gross-Exam.

differently. He would immediately borrow money to buy a machine, a small rotary tiller.

Q Machinery would be difficult to obtain at that time, '42, or '43 and '45?

A Yes.

THE COMMISSIONER: Q: Dean Clement, can you assume that you yourself were interested in taking up a lease such as this at the time, in 1942? Under those conditions would you have been prepared to pay \$1680.00 and assume the balance of the term for the privilege of operating the farm?

A I would have to answer in a general way because I would not have at that time or now taken up a farm at any price.

Q I have to assume a willing purchaser. How can you imagine a willing purchaser being prepared to pay \$1680.00 and assuming the liability for the rent of that property?

A: You can look at it this way: four acres of strawberries, an acre of blackberries, an acre of black ceps, $3\frac{1}{2}$ acres of rhubarb. The Japanese would likely bargain -- the price of berries advanced eight cents, 11 cents to eighteen cents. In other words, prices were advancing and the general tendency at that time for the white man was to try and get hold of Japanese properties -- to their sorrow very often. I do not think that is an unreasonable amount of money to ask for the total assets on that property which would possibly include the removal of the buildings, if you wanted to use them, but I would not consider

it a factor.

Q Let us examine the situation in the terms of what was actually experienced following evacuation? The Pacific Co-Operative operated for a year, as I understand it; and they put in the man Gans for a year at rental of \$200.00 a month. Were they handing Mr. Gans something on a platter?

A I think not --

10 Q By charging him \$20.00 a month more than was payable to the Indian Department?

A I don't recall that point at all.

Q These are the facts. A: I understand the Co-Operative Union paid Mr. Gans.

Q No, they sub-let again for \$200.00 a month, Gans assuming the liability to pay \$180.00 a month to the Department?

MR. VIRTUE: Did you intend to say a month or a year?

THE COMMISSIONER: Oh, a year, yes. \$200.00 a year against \$180.00 a year.

20 THE WITNESS: What was the question?

THE COMMISSIONER: Q: Do you think that the Pacific Co-Operative were giving Gans a most extraordinarily good opportunity when they were charging him only \$20.00 a year for this asset which you consider to have been worth \$1688.00?

A I don't know what they would consider, but if this man was getting it for \$20.00 a month net, he had a real good proposition. In other words, if it was only costing him \$20.00 a month after all expenses, he has a good proposition, because he

Dean Clement,
Gross-Ram.

would have all this fruit.

Q I am just putting it to you. Here is a co-operative organization, presumably which is familiar with agricultural operations such as this, and they choose to make a deal whereby they let the balance of the term to this man for \$20.00 a year over and above the rental which had to be paid to the Indian Department.

As I wonder if there is any other factor in that; that this man had to deliver all the fruit to the Co-Operative, and so on.

Q That would be the normal procedure in an organization such as that. He could not market it anywhere else in any case, I suppose, from that locality?

A I would presume the Co-Operative Union when they made such a term felt they were making a good bargain for the Co-Operative Union. I knew Mr. Shimek and he was a pretty shrewd operator.

THE COMMISSIONER: Very well.

MR. VIRTUE: I think I might ask the Dean just some general questions, my lord.

MR. McMASTER: Before my learned friend proceeds, I would like to follow up this last point your Lordship raised.

THE COMMISSIONER: Yes, you are free to do it.

MR. McMASTER: Q: You are fairly familiar with the Co-Operative organizations and agricultural groups, the producers' co-operatives?

A Yes.

Q Is their normal function the operating of the properties or the marketing of the products?

Dean Clement,
Cross-Exam.

A Normally the Co-Operatives do not operate properties. They take these products from the properties and sell them for the best possible return, and then make a rebate or make a final payment after the deduction of costs to the operator.

Q And that is fairly general practice, amongst the co-operatives? A: That is the practice. I don't know of any exceptions to that in the co-operatives.

10 THE COMMISSIONER: Q: What impressed me, Dean Clement, in regard to your valuation is that it is for me to determine whether a willing purchaser could have been found for that lease and in terms of the actual experience through the Co-Operative, it seems rather optimistic to assume they would find anybody who would be prepared to pay \$1680200. I would like your comment,

20 A: Well, it may have been difficult had you attempted to find some individual who would take over that property. I don't care to lessen my valuation on that. I think if there were four acres of strawberries and the poultry house, I have got it low enough. If anything, this is too low. That is my point of view.

THE COMMISSIONER: Very good.

MR. VIRTUE: I just wanted to ask Dr. Clement two or three general questions about the other recent studies of his. I think you might perhaps -- you made perhaps not as close a study but you also reviewed the lease held by held by Matsushita.

30 A I would have to have the number.

Dean Clement,
Gross-Exam.

THE COMMISSIONER: Better give me the numbers when you mention the names.

MR. VIRTUE: Matsushida is Case No. 695. That was one of the five.

A: I have not

studied that one.

Q Did you study the one that was held by the two partners?

A: Yes.

Q That is Case No. 680, and then you studied the one, I believe, of Muray?

A: Is that 687?

10 Q That is Case No. 700.

A: The \$1400.00

claim, is that correct? I want to be sure I am right in my figures.

Q Muray's claim was -- at any rate, all I wanted to ask is this: You studied two or three other cases of leaseholds?

A: Yes.

Q Making allowances for the variation in acreage and the length of the term and the other variations, were your conclusions substantially the same regarding the other leaseholds?

20 A Generally speaking, with this exception, in the case of the partnership, 680, I valued it much more highly, because they had rented the crop for \$2,000.00 plus \$400.00 ground rental in 1942, and that would be a very substantial valuation on a property in Matsqui, where the crops were exceptionally good.

Q It was a new crop and had been leased in 1940 and was all new?

A: \$2,000.00 was

a large amount of money for anybody to pay.

Q So that generally speaking, your conclusions with

30 regard to the other leaseholds were in line with your

conclusions in the Mikaida case.

A Insofar as I have had an opportunity to study, but I have been limited in the few hours I have had.

MR. MACDONALD: Q: I don't suppose you have had any practical experience in the negotiating of deals for the sale of leaseholds, have you?

A No, I had one on an arbitration -- one now -- I had to draw one up some time ago.

Q Would you consider an important factor in the sale of the balance of the term of the lease the terms of the lease?
A: Yes.

Q Which the buyer has to take over?

A Certainly.

Q Did you know that in the case of the lease of -- the last one in Case 690 -- I am a little leary of the pronunciation of this name, Katsushida; did you notice there was a provision there was to be no sub-leasing without the leave of the landlord?

A No, I just had the general record given to me from Mr. Virtue's file.

Q A proviso of that kind would be something a prospective purchaser would be very concerned about?

A Yes. That is, assuming ordinary conditions, not war conditions.

Q The buyer wants security of tenure. He does not want to take over what is apparently a lease with four years to run.

A: It was a 5-year lease and those two would operate on the basis of getting all they could out of it in five years. That is the way I valued it. They might plant strawberries

41
Dean Clement,
Cross-Exam.

and phubert and operate it to the limit.

Q The original lessees?

A: The two partners.

Q The two Japanese?

A: That is right.

MR. HOLMASTER: Q: Just one question, Dean Clement: I take it that your valuation with regard to this last case would be based on the assumption that anybody would buy the balance of the term?

A Correct.

THE COMMISSIONER: Is that all you have for us?

10 MR. MACDONALD: That is all the evidence. I think you wanted to go ahead in Chambers on the other cases?

THE COMMISSIONER: Yes, I would like to go ahead and finish them. You have nothing further, Mr. MacDonald?

MR. MACDONALD: No, my lord.

THE COMMISSIONER: I will resume my Chambers on the same footing as we have been proceeding.

20
I hereby certify the foregoing to
be a true and accurate record of
the said proceedings.

A. Lawrence
Deputy Official Stenographer

DEFENCE BRIEF

Lethbridge, Alberta.
September 24th, 1948.

Mitsu NIKAI DO

File No. 5821

Case No. 713

REAL PROPERTY CLAIM
(All claims shown are Gross)

Amended Claim (1) - Trans. p.2, line 4.

PARCEL (1)

The N. 1/4 of S.E. 1/4 of Sec. 9,
Tp. 15. Wm. of Maple Ridge, D.N.W.

\$3600.00

Appraised at
\$644.95

Sold for
\$632.00

Witness: L.B. Plumbly, *Appraiser*

Reference:- Exhibit #3, page 3, "This is an undeveloped property, with a lot of heavy work to be done before it can be classified as a farm; all cleared land lies cold and wet and needs draining".

PARCEL (2)

Amended Claim (2) - Trans. p.2, line 4.

15 acres of land leased from
Indian Reserve in Whonnock No.1

\$4200.00

Reference:- Transcript p.3, lines 12-20.
Claimant states that there was no definite arrangement made with the Dept. of Indian affairs re the buildings, their removal and their ownership.

Letter Mar. 4/43, removed from master file to claim file, states the P.C.U. took over Lease No. 444 and sold the growing crop and paid the monies received for same less the rental to NAKAI DO.

Letter Mar. 6/43, on claim file, from Dept. of Mines & Resources, Indian Affairs Branch, states: "This lease expires on March 31st, 1946, and, as is usual in all leases of Indian lands, any buildings on the property revert to the Indians when the land is given up".

See Exhibit #5, Real Property Summary.

Submission:- Transcript p.3, line 30, p.4, lines 1 and 2: "I am submitting that the claimant had no interest in the buildings located on the lease that he is claiming for".

Outside Terms of Ref.

Mitsu NIKAIKO - File No. 5821, Case No. 713.

PERSONAL PROPERTY CLAIM
(All claims shown are Gross)

Claim (3)

Chattels

\$745.05

(a) Goods valued by claimant
at \$21.00

(Auction) Sold for
\$2.00

Witnesses: W.E. Anderson, Staff
J.H. Harkies, Auctioneer.

(b) Goods valued by claimant
at \$453.81

Declared not found.

Witnesses: S.C. Carlsen, Staff.
R.M. Anderson, Staff.

Reference:- Undated Inventory on claim file.

(c) Goods valued by claimant
at \$26.95

No record at any time.

(d) Goods valued by claimant
at \$243.29

Not accounted for, theft, etc.

Witnesses: S.C. Carlsen, Staff.
W.E. Anderson, Staff.
William Gans, Ruskin, B.C.

References:- Letter Dec.14/42, W.F.Gans, lessee
of property on Indian Reserve, inquires about
purchase of furniture left on property. We
wrote Nikaido re this matter on Jan. 6/43 (both
these letters have been removed from master file
to claim file). Nikaido's reply, Exhibit 8,
states goods not worth much and does not wish
to sell. See amended claim analysis.

With respect to cultivator see letter on claim
file, Mar.23/43, to W.E. Anderson.

See Exhibit #5, Real Property Summary.

Transcript p. 9, lines 18-30, p.10, lines 1-10,
states that claimant has changed the value of
his claim three different times.

Submission: Transcript p.4, lines 2-11:

"I am submitting that the chattels sold by the
Custodian were sold for their fair market value.
I am submitting that other chattels declared by
the claimant, and not found, were stored in a
place that the Custodian had no knowledge of and
that the Custodian is not responsible for the
same. I am submitting if there are any chattels
that the claimant is claiming for for which the
Custodian is in any way responsible that the claim
made for the same is exorbitant."

Name of Claimant **MITOS HIRADO**

Case **713**

Custodian File **5821/13974**

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
Claiming for Unexpired Value of Lease. See Commissioner's remarks on this case on Page 36, Para. 5 "Recommendations for Special Consideration". Special Award										1000.00
TOTAL RECOMMENDATION										1000.00

Name of Claimant **NEHAIDO, Nita**Case **528-715**Custodian File **3022 3021**

<u>REAL PROPERTY</u>										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total		
					632.00	1620.67				1620.67
<u>PERSONAL PROPERTY</u>										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
21.00	2.00	.60	40%	697.10	300.46		321.56			
TOTAL RECOMMENDATION										1941.59

PROPERTIES HELD UNDER LEASE

Case 491	-	Denjiro OKABE	liu 5235
" 693	-	Jimmatsu MATSUSHITA	4960
" 713	-	Mitsu NIKAIDO	5821

The above cases concern properties which at the time of evacuation, the Japanese were holding for a term of years under a lease arrangement.

During the period of occupancy, in expectation of the enjoyment of the crops, the claimants had cultivated the land and planted crops which would yield during the period of the years under the lease.

In my previous reports I have indicated what I consider would represent a fair award if I were asked to make any recommendation in connection with these particular claims.

I am prepared therefore, to recommend for payment, the amounts previously mentioned, namely,

Denjiro OKABE	-	\$ 400.00
Jimmatsu MATSUSHITA	-	150.00
Mitsu NIKAIDO	-	1,000.00

Evidence of Dean Clement in my opinion provides the basis for the foregoing recommendations.

H. J. Bird
— comm r.

14.15
15
file 5821
CLAIM NO. 713 - Mitsu NIKAI DO

AND CLAIMS IN RESPECT OF LEASEHOLDS GENERALLY

Some persons of the Japanese race have filed claims for losses alleged to have been sustained in consequence of their compulsory evacuation from lands held under lease, as at the date of evacuation.

The Custodian did not sell any such leasehold interests, although in every instance he took steps to protect the tenant's interest insofar as reasonably could be done.

Several such holdings were sublet for the unexpired portion of the term by the claimants prior to their evacuation. In the case of other holdings, the evacuee sold the growing crop, at the same time giving a right of occupation to the purchaser to permit of cultivation and ultimate removal of the current crop.

I have held in relation to all such lands that the directions given me under the terms of reference do not permit consideration of claims for losses such as are alleged to have been sustained by these claimants. Consequently I have rejected all such claims. However, Counsel for certain claimants have requested that a special report and recommendation should be made in relation to such claims, since it is alleged that these claimants suffered loss in respect of their leasehold property, by reason of their compulsory evacuation therefrom.

In only one such claim, in my opinion, does the evidence support a conclusion that the claimant did in fact suffer loss. I refer to Claim #713 of Mitsu Nikaido.

This claimant had held under lease from the Department of Mines and Resources (Indian Affairs) a 15 acre parcel of land, being part of Langley No.1 Indian Reserve,

Whonnock, B.C., for a period of some 20 years prior to his evacuation in 1942. The tenancy first created about 1920 for a 5 year term subsequently was renewed for successive periods of 5 years, the last renewal being effective as from April 1st 1941, at an annual rental of \$180.00. The lease therefore had approximately 4 years to run after the date of the claimant's evacuation.

During the period of his occupancy, the claimant had cleared, broken and maintained under cultivation 10 acres of the land, whereon successive crops had been raised. On his evacuation he had under cultivation 4 acres of strawberries, 1 acre of blackberries, 1 acre of blackcaps and 3½ acres of raspberries.

The 1942 crop on the leasehold parcel, as well as the crop on 3 acres, being part of an 80 acre parcel held in fee by the claimant, was sold by him for \$750.00, the purchaser being given the right to occupy the lands until after the harvest. Although there is no direct evidence on the subject, it is reasonable to assume that this sum of \$750.00 should be apportioned as to \$575.00 for the 10 acres under lease, and \$175.00 for the 3 acres held in fee.

F.M.Clement, Esquire, until recently Dean of the Department of Agriculture, University of British Columbia, called as a witness for the claimant, appraised the unexpired term of the lease at the sum of \$2400.00, being his estimate of the market value of the land under cultivation at the date of the claimant's evacuation. Considering the property from the point of view of its rental value, he expressed the opinion that a fair rental for the balance of the term would be \$45.00 to \$50.00 per month, or a total rental of \$2160.00 to \$2400.00. The evidence further shows that plantings of the type under consideration will produce without replanting annual crops for a period of 3 to 4 years. This being so, the price realized by the claimant on the sale of his 1942 crop

indicates a reasonable possibility that a gross figure of from \$2000.00 to \$2300.00 could have been realized by the occupant of the land over the succeeding 4 year period. However, Counsel for the claimant contends that the selling price of the 1942 crop does not fairly reflect the market value of the leasehold, since the sale of the crop was in the nature of a forced sale, due to the imminence of the claimant's removal from the land, a submission which I consider has some merit.

It appears that these lands were again sublet in 1943, on this occasion at an annual rental of \$200.00, the sub-tenant being required to pay the head-rent to the Indian Department. This transaction I conclude was made by the local Co-Operative Union apparently with a view to maintaining production from the property. I am satisfied that the rental does not truly reflect the market value of the leasehold in its then state of cultivation. I conclude from the evidence adduced before me that leaseholds of agricultural land were not by any means readily saleable.

Counsel has been unable to lead other evidence of value than that previously mentioned. Consequently determination of fair market value of this leasehold presents considerable difficulty. Dean Clement's appraisal indicates a probable market value of about \$900.00, since there must be deducted from the average of the several figures mentioned by him, i.e. \$2200.00, the head-rent over 4 years of \$720.00 and the crop sale price realized by the claimant. (see)

I have no doubt that the lands were worth a greater sum to the claimant, and in the circumstances consider this a proper case to apply the principle enunciated by the Supreme Court of Canada in the recent decision of Diggon-Hibben Ltd. vs. the King, unreported. Consequently,

if I was called upon to make any recommendation in relation
to this claim, I would recommend the payment of \$1000.00. ✓

H. I. Bird

H. I. BIRD

Commissioner.

October 28th 1949.

CLAIM NO. 713 - Mitsu NIKAIKO

AND CLAIMS IN RESPECT OF LEASEHOLDS GENERALLY

Some persons of the Japanese race have filed claims for losses alleged to have been sustained in consequence of the compulsory evacuation from lands held under lease, as at the date of evacuation, by claimants.

The Custodian did not sell any such leasehold interests, although in every instance he took steps to protect the tenant's interest insofar as reasonably could be done.

Several such holdings were sublet for the unexpired portion of the term by the claimants prior to their evacuation. In the case of other holdings, the evacuee sold the growing crop, at the same time giving a right of occupation to the purchaser to permit of cultivation and ultimate removal of the current crop.

I have held in relation to all such lands that the directions given me under the terms of reference do not permit consideration of claims for losses such as are alleged to have been sustained by these claimants. Consequently I have rejected all such claims. However, Counsel for certain claimants have requested that a special report and recommendation should be made in relation to such claims, since it is alleged that these claimants suffered loss in respect of their leasehold property, by reason of their compulsory evacuation therefrom.

In only one such claim, in my opinion, does the evidence support a conclusion that the claimant did in fact suffer loss. I refer to Claim #713 of Mitsu Nikaido.

This claimant had held under lease from the Department of Mines and Resources (Indian Affairs) a 15 acre parcel of land, being part of Langley No. 1 Indian Reserve,

Whonnoek, B.C., for a period of some 20 years prior to his evacuation in 1942. The tenancy first created about 1920 for a 5 year term subsequently was renewed for successive periods of 5 years, the last renewal being effective as from April 1st 1941, at an annual rental of \$180.00. The lease therefore had approximately 4 years to run after the date of the claimant's evacuation.

During the period of his occupancy, the claimant had cleared, broken and maintained under cultivation 10 acres of the land, whereon successive crops had been raised. On his evacuation he had under cultivation 4 acres of strawberries, 1 acre of blackberries, 1 acre of blackcups and $3\frac{1}{2}$ acres of raspberries.

The 1942 crop on the leasehold parcel, as well as the crop on 3 acres, being part of an 80 acre parcel held in fee by the claimant, was sold by him for \$750.00, the purchaser being given the right to occupy the lands until after the harvest. Although there is no direct evidence on the subject, it is reasonable to assume that this sum of \$750.00 should be apportioned as to \$575.00 for the 10 acres under lease, and \$175.00 for the 3 acres held in fee.

F.M.Clement, Esquire, until recently Dean of the Department of Agriculture, University of British Columbia, called as a witness for the claimant, appraised the unexpired term of the lease at the sum of \$2400.00, being his estimate of the market value of the land under cultivation at the date of the claimant's evacuation. Considering the property from the point of view of its rental value, he expressed the opinion that a fair rental for the balance of the term would be \$45.00 to \$50.00 per month, or a total rental of \$2160.00 to \$2400.00. The evidence further shows that plantings of the type under consideration will produce without replanting annual crops for a period of 3 to 4 years. This being so, the price realized by the claimant on the sale of his 1942 crop

indicates a reasonable possibility that a gross figure of from \$2000.00 to \$2300.00 could have been realized by the occupant of the land over the succeeding 4 year period. However, Counsel for the claimant contends that the selling price of the 1943 crop does not fairly reflect the market value of the leasehold, since the sale of the crop was in the nature of a forced sale, due to the imminence of the claimant's removal from the land, a submission which I consider has some merit.

It appears that these lands were again sublet in 1943, on this occasion at an annual rental of \$200.00, the sub-tenant being required to pay the head-rent to the Indian Department. This transaction I conclude was made by the local Co-Operative Union apparently with a view to maintaining production from the property. I am satisfied that the rental does not truly reflect the market value of the leasehold in its then state of cultivation. I conclude from the evidence adduced before me that leaseholds of agricultural land were not by any means readily saleable.

Counsel has been unable to lead other evidence of value than that previously mentioned. Consequently determination of fair market value of this leasehold presents considerable difficulty. Dean Clement's appraisal indicates a probable market value of about \$900.00, since there must be deducted from the average of the several figures mentioned by him, i.e. \$2200.00, the head-rent over 4 years of \$720.00 and the crop sale price realized by the claimant.

I have no doubt that the lands were worth a greater sum to the claimant, and in the circumstances consider this a proper case to apply the principle enunciated by the Supreme Court of Canada in the recent decision of *Diggen-Ribben Ltd. vs. the King*, unreported. Consequently,

if I was called upon to make any recommendation in relation to this claim, I would recommend the payment of \$1000.00.

H. J. Bird
Commissioner.

October 26th 1949.