

9208

BUSINESS

BUREAU POWELL STREET
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO. 9208

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: NISHIDA, Masajiro

HOME ADDRESS: 143 Garry St., Steveston, B. C. Box 290.

REGISTRATION NUMBER 05238 SEX: Male AGE: 56

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: Self

MARRIED? yes

NAME OF WIFE OR HUSBAND: Al. (declines to furnish name)

ADDRESS OF WIFE OR HUSBAND: 143 Garry St., Steveston, B. C.

NAMES OF ANY LIVING CHILDREN: Emi

EXHIBIT No. 1083-7

DATE 25 May 1948

FILED BY

ADDRESS OF CHILDREN: 143 Garry St., Steveston, B. C.

AGE OF CHILDREN: 23.

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

1. LOCATION AND DESCRIPTION: (1) 143 Garry St., Steveston, B. C. Municipality

of Richmond, East half of Lot 17 and Part 1.45 acres more or less of Lot 16, of Section 2, Block 3, North Range 7, West Map 963 said Part of Lot 16, as shown and outlined in red color on sketch deposited No. 7229 in the District of New Westminster, B. C. Title No. 96030-E.

(2) Garry St., Steveston, B. C. Municipality of Richmond, Prov. of B. C., Lot 21, subdivision of part of Sec. 2, Block 3, North Range 7, West Map

2. BUILDINGS AND OTHER IMPROVEMENTS: No. 963, District of New West'r, B. C.

(1) 143 Garry St., Steveston, B. C., --- 1 dwelling house (5 rooms, frame house)

& 1 barn, 1 stable, 1 store house. (2) Garry St., Steveston, B. C.

1 barn.

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

4. TAXES (Amount and where payable) (1) --- \$33.00 per year) --- payable at Mun. of Rich-
(2) --- \$31.00 per year) --- mond, B. C. 1942 taxes
paid for both.

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

none

6. OCCUPANCY AND LEASES (If vacant so state) (1) Occupied by owner, and when
declarant is evacuated, Charles H. Bradbury, Steveston, B. C. will lease
the land and house at 143 Garry St., Steveston, B. C. for the duration
of the war with Japan. Leased for \$150.00 then \$7.00 per month.

Lease papers drawn up by Thos. C. King, 78 Georgia St., Steveston, B. C.
and are in declarant's possession. (2) Land and barn is leased to

Matthew McHarr, Steveston, B. C. from April 18, 1942 for 1 yr. for \$160.00
lease papers drawn up by T.C. King, Steveston, B.C. and in declarant's
possession.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: (1) Title in owner's possession. (2) James Armstrong, Georgia St., Steveston, B.C. has title to land and barn at Garry St., Steveston, B.C. none
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. none
9. IF FARM LAND STATE CROPS SOWN 143 Garry:-Strawberries. (3 acres) Garry St:-1 acre Loganberries.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: none

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.

Household furniture, gardening tools, carpenter's tools,

farm implements, kitchen utensils all in owner's possession at

143 Garry St., Steveston, B. C. and will be left in present location

when declarant is evacuated for the use of Mr. G. H. Bradbury,

Vancouver, B. C. for the duration of the war. 1 Chevrolet

truck, 1932, in possession of police at Hastings Park, Vancouver, B.C.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

5 cats and declarant will give them to Mr. Bradbury, Van, B. C.

who is leasing declarant's house for the duration of the war.

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY. none

NISHIDA, Masajiro
143 Garry St.,
Steveston, B. C.

Reg. No. 05238.

Sold 20/1/42
3 pcs. chesterfield suite....\$75.00
1 end table.....4.00
1 coffee table.....10.00
2 flower stands.....4.50
5 pictures & frames.....20.00
1 sofa (leather cover).....15.00
1 dining table & extra leaf ..25.00
1 cupboard.....8.00
1 wall clock.....15.00
1 heater.....25.00
4 carpets.....39.00
1 coat closet15.00
1 bureau.....8.00
1 dresser.....8.00
1 sewing machine.....75.00
1 kitchen table.....3.00
8 chairs.....12.00
1 bread tin.....2.50
1 electric stove.....2.00
1 typewriter.....28.00
1 Coleman's gas stove.....5.00
1 set steamers.....5.00
65 pcs. dinner set.....23.00
6 china jars.....15.50
1 large iron pot.....4.00
kitchen utensils.....10.00
2 beds with springs.....41.00
1 kitchen range.....80.00
12 buckets.....7.20
4 wire baskets.....3.20
2 pots of house plants.....3.75
7 window blinds.....5.60
1 smoker stand.....2.50
1 cushion.....2.50
2 heaters.....12.00
1 incubator.....110.00
2 brooders.....105.00
1 seeder.....21.00
1 hand cultivator.....11.00
2 lawnmowers.....20.00
3 lanterns.....3.00
4 sprayers.....25.00
1 large scale.....52.00
1 scythe.....6.00
1 roll & 300' wires.....25.00
300' rubber hose & 3 sprinklers
34.50
1 canvas for truck.....21.00
SOLD 4/5
200# pea seeds.....\$34.00
200# "Go West".....16.00
6 cans of insecticides....7.50
2 wheelbarrows.....3.00
carpentry tools.....58.00
6 cords wood.....40.00
20 bun. shingles
& some lumbers....42.00
200 bricks.....4.00
horse harness
& accessories....10.00
1 plough.....15.00
1 cultivator.....7.00
2 harrows.....6.00
1 wagon.....25.00
1 set small discs.....12.00
chains for truck tires..3.50
chains for horse.....3.00
14 hoes.....14.00
2 pitch forks.....3.00
2 spading forks.....2.00
15 hand hoes.....5.25
4 spades & shovels.....5.00
4 rakes.....4.00
24 sickles.....9.60
140 strawberry crates....36.40
150 potato sacks.....16.50
100 large sacks.....10.00
115 lettuce crates
(new and old)....17.25
800 tomato boxes.....20.00
120 loganberry crates....18.00
9 pails.....2.70
2 axes & 2 hatchets

C. H. Bradbury

The above articles are in owner's possession at 143 Garry St.,
Steveston, B. C. and will be left in said house for the use of
Mr. C. H. Bradbury, Lessee, Vancouver, B. C. for the duration of War.

Dated this 15th day of May 1942.

M. Nishida

M. Nishida

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)
\$50.00 Victory Bond and 1--\$10.00 War Savings Certificate in
owner's possession.
8. BANK ACCOUNTS: none
9. LIFE INSURANCE: Sun Life. \$2,000.00. Policy No. 889077.
Beneficiary, wife, Ai Nishida. Policy in owner's possession.
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 15th day of May 1942.

(Signature)

M. Nishida

A. J. MacArthur

Witness

FOR DEPARTMENTAL USE

P.D.

INFORMATION FROM R.C.M.P.

Date ~~XXXXXXXX~~ July 3/43

Our File No. 9208

Full Name NISHIDA, Masajiro
(Surname in Block Letters)

Registration No. 05238

☒ Male - Female
(check)

Age Mar. 31/1886

Former Address Box 290, Steveston, B. C.

Date Evacuated May 20/42

☒ Naturalized - Canadian-Born - National
(check)

Present Address

Kaslo, B. C.

80 BARRIE ST.

KINGSTON.

ONT.

18/9/48

☒ Married - Single
(check)

Name of Wife nee (HAYASHI) A1 #05237

Name of Husband - - -

Name of Mother Dec'd

Name of Father Dec'd

Names of Children under 16

Requested by E.C.T.

Registered with Custodian Yes
(Yes or No)

Additional Information Farming Owner of house and 9 acres \$7000.00
(approx.)

Sold by special arrangement

File No. 9208

Japanese Name:

Masajiro NISHIDA

Reg. No. 05238

Civic Address:

143 Garry Street, Steveston.

Legal Description:

E $\frac{1}{2}$ of Lot 17 and pt. (1.45 acres more or less) of Lot 16 of Sec. 2, B 3 N, R 7 W, Map 963 said part of Lot 16 as shown and outlined in Red color on Sketch deposited 7229 Municipality of Richmond in the District of New Westminster.

Classification:

Dwelling and barn.

SOLD

Registered in the name of Masajiro NISHIDA

Registered Charges:

Dyking Charge

Subject to Reservation of Coal, Oil and Mineral Rights contained in Deed deposited No. 48026E.

SOLD to the Director, The Veterans' Land Act for \$1473.00 as at January 1, 1943 (Net proceeds - \$1493.70)

1944

Aug. 4th

Oct. 2nd

1945

Jan. 30th

Lease for duration on monthly basis - \$7.00 per mo. incl. chattels.

Memo re Claims (Nil)

Mr. Green's memo re chattels

Mr. Harris' memo re chattels

Sold by special arrangement

File No. 9208

Japanese Name:

Masajiro NISHIDA

Reg. No. 05238

Civic Address:

Garry Street, Steveston.

Legal Description:

Lot 21 of part of the Sec. 2,
B 3 N, R 7 W, Map 963, Mun. of
Richmond in the District of
New Westminster.

Classification:

1 Barn.

SOLD

Registered in the name of: Masajiro NISHIDA

Registered Charges: Dyking Charge (Otherwise Clear Title)

SOLD to The Director, The Veterans' Land Act for \$982.00 as at
January 1, 1943 (Net proceeds - \$979.00)

1943
Apr. 17

Leased for 1 year to Apr. 16/44 - \$60.00 for term.

Pt. Lot 16 & 17, Sec. 2, Blk. 3W
Rgn. 7W, Map 7229, N. E. D. 143
Garry St., Rich. Richmond, NC

PP
6A

MEMORANDUM

To: File 9208

May 1, 1944.

From: Specified Articles Department

Re: NISHIDA, Masajiro - Reg. 05238

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
TRUCK	1931 Chevrolet No. T21 License No. (42) C 3721	\$75.00

Sold to: Frank Rae

Date: September 4, 1942.

Selling Price: \$80.00.

Harker

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name	Mr. Masajiro Nishida <i>Karlo B.C.</i>	File No.	9208
		Reg. No.	<i>05238</i>
Company	Sun Life	Agency	Vancouver Agency
Policy No.	839077		
Premium - \$	56.91		
Payable:	☒ Annually, ☐ Semi-annually or ☐ monthly		
Month	August Day 5		

REMARKS:

27

letter sent 7/9/43

Kingston Ontario
Sept 18 1948

Dept of the Secretary of War
Office of the Assistant
Japanese Evacuation

EVACUATION SECTION	
SEP 23 1948	
1207	

Dear Sir -

Reg No 05238

Re the balance of \$1,095.20 in
my account

I would appreciate very much
if you would send me the
balance of my account
immediately

I have recently made a
property purchase which
necessitates my using the
cash

Hoping to hear from you right
away
Yours Truly
Masajiro Yoshida

9208

REGISTERED

1st October, 1948.

Mr. Masajiro NISHIDA,
Regn No 05238,
80 Barrie St.,
Kingston, Ont.

Dear Sir,

Receipt of your letter of 18th Sept., 1948 is
acknowledged.

Attached hereto please find Custodian cheque in
the amount of \$1295.21 being balance of account held to your
credit at this Office, this cheque being forwarded in response
to your request contained in the above-mentioned letter.

In order that this Office may be assured of your
receipt of these funds it is requested please that you sign the
duplicate copy of this letter and return same in the stamped,
self-addressed envelope enclosed for your convenience.

Yours truly,

J. Cuning
OFFICE OF THE CUSTODIAN

JC/..

ENCL: Ck \$1295.21
Dupl. letter
Envelope

Kaenjiro NISHIDA

CR # 1,295.21

Accounting Department
April 7th, 1948

80 Barrie St.
Kingston, Ont.
December 9th, 1946

Dept. of the Secretary of State
Office of the Custodian
Japanese Evacuation Section
506 Royal Bank Bldg.
Vancouver, B.C.

EVACUATION SECTION
DEC 16 1946
Recd.
File No. <i>708</i>
Ans.
Referred <i>Edus</i>

File No. 9208

Dear Sirs:-

I am writing this in protest of the property sale made by the Office of the Custodian in January 1943.

Firstly, the sale was made without my knowledge or consent and secondly, the sale prices of the two lands: one at Lot 21 of part of Section 2 Block 3 North Range 7 West map 963 New Westminster District, Municipality of Richmond and the other, East one-half of Lot 17 and part (1.45 acres more or less) of Lot 16 of Section 2 Block 3 North Range 7 West Map 963 said part of Lot 16 as shown and out lined in red color on sketch deposited 7229, District of New Westminster, are outrageously low in accordance with my estimation, considering the many improvements I have made since the purchase of the above described lands.

The two lands were purchased at \$4400.00 and the buildings themselves were worth at the time of the evacuation \$3760.00. According to the report on the property sales from your office, we have been informed that the sale prices of the two lands were \$2455.00. This amount will not even cover the original cost price of the lands alone.

Finally, I wish to inform you that I am now able to obtain sufficient means to keep myself and family without the monthly remittance you have been sending me. I would prefer you keep my account intact from this day on until further notice.

Yours truly,

Maryiro Nishida

NAME NISHIDA, Masajiro

REGISTRATION NO. 05238

FILE NO. 9208

The following chattels were sold by public
 auction at Steveston, B. C. on June 29, 1945.

Spawns
 ② - 1.50
 ① - 3.50
 ① - 2.00

Mirror	\$ 0.25	F
X Metal pail	0.50	T
X 2 Sprayers	1.25	T
Toaster	0.25	F
X Sprayer	1.50	T
X Sprayer	3.50	T
X Garden tools and mattock	0.50	T
Crock	0.25	T
1 Gal. jug containing creosote	0.25	F
X Wall clock	5.50	T
X Chest of drawers	0.50	F
Small cabinet	0.50	F
High chair	2.00	F
X Dresser and mirror	17.50	T
X Dining table	4.50	T
Roll chickenwire	2.00	M
Roll chickenwire	3.25	M
X Lawn mower and catcher	8.50	T
Baby go-cart	2.25	M
X Hand cultivator	2.50	T
X 2 Kitchen chairs	3.50	T
X 6 Kitchen chairs (old)	0.50	F
Box heater	5.75	T
X H. S. Table	0.50	F
X 2 Shovels	0.35	T

Total	(Auctioneer's Fee \$ 6.79	\$ 67.85
Less Expenses:	(Advertising 3.51	
	(H. S. Table 10.03	\$ 20.33
Net Proceeds Credited:		\$ 47.52

Members of Custodian Staff Present.

Mr. Harris

Extracted from Auctioneering List No.

Steveston B.C.

Remarks.

NAME MINIMA, Macjire

REGISTRATION NO. 85238

FILE NO. 9208

The following chattels were sold by public

auction at Steveston, B. C. on July 20, 1945.

3 Piece chesterfield set	\$ 45.00
Safe	1.75
Brooder	0.50
Iron chain	0.25 M

Total	(Auctioneer's Fee) \$ 4.75	\$ 47.50
Less Expenses:	(Advertising) 3.68	\$ 13.57
	(Moving) 5.14	
Net Proceeds Credited:		\$ 33.93

Members of Custodian Staff Present.

Mr. Harris

Extracted from Auctioneering List No.

Steveston 37.

Remarks.

THOMPSON & COMPANY
AUCTIONEERS AND APPRAISERS

ESTABLISHED 20 YEARS

ROYAL TRUST BUILDING.
626 PENDER STREET WEST.
VANCOUVER, B. C.

EVACUATION SECTION	
Rec'd	5 1945
File No.	9208
Appr.	
Referred	<i>out to you</i>

July 5th.1945.

Department of the Secretary of State.

Office of the Custodian.

Vancouver. B.C.

RE NISHIDA MASAJIRO.

File #9208.

143 Gary St. Steveston. B.C.

To our expenses appraising 1- Fawcett Enamel 4 Hole Wood &
Coal Range &

1- Chesterfield & 2 chairs to match \$1.00

9208

May 21, 1945.

Mr. Masajiro NISHIDA,
Registration No. 05238,
80 Barrie Street,
Kingston, Ontario.

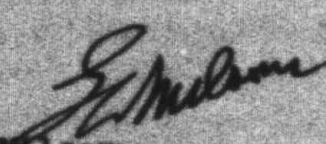
Dear Sir:

Enclosed you will find our cheque for \$40.00,
being your remittance for the month of May.

Please note that your account has been charged
with \$30.00 for legal fees in connection with the sale of
your two Steveston properties to the Director of the Veterans'
Land Act.

At the present time, there is the sum of
\$1,899.76 standing to the credit of your account.

Yours truly,


G. D. Milson,
Administration Department.

GDM/FH

Enclosure

9208

February 17, 1945

The J. W. Kelly Piano
Company Limited,
632 Seymour Street,
Vancouver, B. C.

Dear Sirs:

Re: Masajiro NISHIDA.

Enclosed please find our cheque for \$32.80
in payment of storage, crating and shipping charges
in connection with the above party's radio.

Kindly acknowledge receipt.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

Enc.

MEMORANDUM

PH
2

FILE 9208

STEVESTON, B.C.,
January 30, 1945.

TO: R. B. Mackenzie
FROM: G. M. Harris

RE: Your Memo Masajiro NISHIDA
143 Garry St.

This is the house which I have spoken to both you and Mr. Green about and which was sub-let by Bradbury to Mrs. James, present tenant. We have checked over the chattels twice in the last few months and found it to contain mostly broken furniture and farm equipment of poor quality, and agreed to leave Mrs. James who seems a superior sort of widow, living with her mother, undisturbed during the winter months, as during the past two months we have had very little storage space to handle same.

"G. M. HARRIS"

MEMORANDUM

FILE 9208

January 24th, 1945.

TO: G. M. Harris

FROM: R. B. Mackenzie

RE: Masajiro NISHIDA
143 Garry St., Stoveston

Will you please refer to Mr. Green's memo of October 2nd, 1944 with copy of chattels list attached and let me know when you intend to move the goods to our auction room. This property has been sold to the Director V.L.A. so the above is now getting no revenue either from the property or the chattels.

RBM:LEN

MEMORANDUM: File 9208

January 4, 1944.

Re: Masajiro NISHIDA, #05238

ARTICLE: Stromberg-Carlson Console Radio
Serial #345247

Value: \$125.00

Stored with J. W. Kelly Piano Co. Ltd.

shipped to owner

9208

January 4, 1944.

Mr. Masajiro NISHIDA,
Registration No. 05238,
80 Barrie Street,
Kingston, Ontario.

Dear Sir:

In reply to your letter of December 18th, we wish to advise that the Custodian has no objection to the shipment of the radio you have stored at J. W. Kelly Piano Company Ltd. warehouse.

As this radio has not been in the Custodian's hands, it will be necessary for you to arrange with the J. W. Kelly Piano Company Ltd. for shipment.

You have asked that the cost of storage and express be paid from your credit balance. We understand that the storage costs, at this date, amount to \$23.50, and that shipping cost would be between \$4.00 to \$5.00; a total of less than \$30.00. Your letter of December 18th will be our authority to pay the bill when it is presented by the J. W. Kelly Piano Company Ltd.

We are sending a copy of this letter to the J. W. Kelly Piano Company Ltd. so that the company will be in a position to ship your radio as soon as they receive your instructions.

Yours very truly,

F. Matheson,
Specified Articles Department.

*E. Nishida
invoice for this radio. Jan 10/44
according to JW Kelly Piano Co*

Mr. Morris Shinn,
Kingston, Ont.,
Dec. 18, 1944

The Custodians Office,
506 Royal Bank Bldg.,
Hastings & Granville St.,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	DEC 27 1944
File No.	9208
Ans.	
Referred	Matthewson

Dear Sir:

I have a Stromberg-Carlson
console radio # 345247 at storage
of J. W. Kelly Co. Ltd on 632 Seymour St.
Vancouver. I have written to
the store for the radio previously but
they have advised me to write to
you first for permission to have
it sent out East.

Will you please have it sent
out to the above address and
pay for the expense of storage and
express out of my account.

Thank you.

Yours truly,
M. Matthewson

MEMORANDUM

File No.: 9208

October 2nd, 1944.

To: Mr. G. W. Harris

From: Mr. H. F. Green

Re: Masajiro NISHIDA

Further to ours of October 6th last year, it seems that some action should be taken of the contents of 143 Navy Street. It was rented furnished to Mr. Bradley for \$7.00 per month for the duration and subsequently sublet by him to Mrs. Hoxley. In the absence of any written permission to sublet the premises, it seems that we are not bound to leave the contents therein and as the property has been sold to the Director of the Veterans' Land Act, I think you should now go ahead and move the contents. I attach a list of these and Mr. Bradley should be asked to explain any shortages for which we shall hold him responsible.

END.
HFG:IF

9239
9208

August 21st, 1944

Mr. and Mrs. Masajiro NISHIDA,
Registration Nos. 05238 & 05237,
Kaslo, B. C.

Dear Sir and Madam:

We have for acknowledgment your letter of the 6th of August, 1944 regarding the claim of \$13.88 which had been lodged against you with the Custodian. We find on further enquiries from M. Nishiguchi Co. Ltd. that their claim is against Mrs. Genji NISHIDA. We have accordingly taken ~~taken~~ the claim out of your file and transferred it to the correct file.

We regret having troubled you in this connection.

Yours truly,


AMCAIND

A. McAlister,
Claims Department.

9208

Mr. Masajiro NISHIDA,
Registration No. 05238,
Kaslo, B.C.

July 5, 1944.

Dear Sir:

We have for reply your letter of June 28th. asking that some of your effects be sent to you. The Custodian has no objection but as he does not attend to shipping you must arrange with your tenant Mr. Charles Bradbury to do this for you as all the goods left in your house were left in his care and included in the lease. Will you kindly ask him to send to this office his account for expenses incurred for packing, cartage and shipping. It will then be deducted from your account.

Yours truly,

R.B. Mackenzie
Protection Department.

REM/GM

Kaslo, B. C.

June 28th, 1944.

EVACUATION SECTION	
Rec'd	JUL 3 1944
File No.	9208
Ans.	3/7/44 RRM
Referred	Marked

The Custodian,
506 Royal Bank Bldg.,
Hastings & Granville St.,
VANCOUVER, B. C.

Dear Sir:

Regarding custodian goods, I was advised by the Security Commission that I should personally write in and enquire whether the following can be sent to me.

1. 2 dozen Japanese tea cups.
2. Japanese utility bowls.
3. Japanese rice bowls.
4. Family portrait of daughter.

The first 3 articles are stored in the attic. As I did not bring enough of these dishes, and as we cannot buy any here, I particularly wish to have them sent to me.

As for the family portrait, I had left it hanging in the living room. Although my property has been sold, I am sure that this could be sent to me, as it has only a sentimental value, and I wish to keep it with the family.

Thanking you for your kind attention to this matter.

Yours truly,

Masajiro Nishida

Masajiro NISHIDA,

Reg. # 05238.

Gaslo, B.C.

June 14, 1944

The Office of the Custodian,
Japanese Evacuation Section,
Vancouver, B.C.

253256

EVACUATION SECTION	
Rec'd	JUN 19 1944
File No.	9208
Ans.	Don
Replied	Don

Dear Sirs:

In regard to my maintenance which you are to send me monthly from my account, I wish to have them sent at the beginning of each month. The reason is that I have been receiving the maintenance from the Commission at the beginning of the month and as the Commission will not even loan me the necessary money this month I have nothing on hand for daily living until I receive the money from you.

Through the local Commission Office I have requested you for extra fifty dollars for buying clothing and other necessary things but there is no answer as yet. As I have many necessary things to buy I wish you will send the amount

with the motto *maintenons ce que nous
possédons.*

From my family.

M. Thibault
son fils

MASJIREO NISHIDA.

Reg # 05238.

MEMORANDUM

File No.: 9208

August 12th, 1943

To: FILE

From: Mr. Mackenzie

Re: Masajiro NISHIDA

This file is in order as to chattels as these were leased with the house at 143 Garry St. Steveston, on May 12th, 1942 for the use of the tenant, Mr. Charles H. Bradbury, and acknowledged by him on May 15th, 1942.

Five cats were given by the above to Mr. Bradbury.

REM:IF

R. B. Mackenzie

EVACUATION SECTION	
Rec'd	AUG 11 1943
File No.	9208
Ans.	
Referred	<i>Mackenzie</i> G-165-A

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address Kaslo, B.C.

Date July 21/43.

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

I, Masajiro Nishida, Police Registration No. 05238

hereby request you to release to me the under-noted property stored at 143 Garry St., Steveston, B.C.

in possession of Charlie H. Bradbury

and I release you from any claim whatsoever with respect to such property.

Description of Property:

Sewing Machine (not crated)

Original Address Steveston, B.C.

Date Evacuated to Vancouver _____

Date Evacuated to Present Address May 22/42.

Number in Family - 12 years and over 2

Number in Family - 5 to 11 years old _____

Number in Family - under 5 _____

TOTAL NUMBER IN FAMILY 2

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

APPROVED:

BRITISH COLUMBIA SECURITY COMMISSION

Per: J.H. Langford

Masajiro Nishida
Claimant Signs Here

C.C. Robinson
Assistant
OK ship when convenient - instructing
Richmond to be as usual - I have
deposits to cover crating \$2.50 only.
Cos. Fisher B.C. Section Aug 10/1

Thomas C. King
REAL ESTATE AND INSURANCE
COMMISSIONER
 FOR TAKING AFFIDAVITS

78 GEORGIA STREET

Steveston, B.C.

March 31st, 1943.

Mr. F. G. Shears,
 Deputy Custodian,
 506 Royal Bank Building,
 Vancouver, B.C.

EVACUATION SECTION	
Rec'd	APR 1 1943
File No.	
Ans.	
Referred	<i>Russell</i>

Dear Sir:

Re: Masajiro NISHIDA, file no. 9208

On July 30th, 1942, I sent you a deed drawn up between Mr. James Armstrong and the above Japanese whose property is situated on Garry Street, Steveston. I received a reply stating that as soon as funds were obtained from this property I would be paid. (This letter was dated July 31st, 1942.) I again wrote on January 23rd, 1943 in reference to the account, which by the way amounts to \$5.00, but have received no reply whatever.

Might I be favoured with a cheque for this amount as I understand that there are funds being received from rental.

Thanking you,

Yours very truly,

Thomas C. King

See 11386

alc 11386

pay King

9208

REGISTERED MAIL

February 25th, 1943.

Mr. Matthew McNair,
R. R. #1,
Steveston, B. C.

Dear Sir:

Re: Masajiro NISHIDA

We attach hereto lease form in duplicate in respect
of the subject Japanese property.

Will you kindly sign both copies and have your signature
witnessed in the places indicated by a cross and return immediately
to us in the addressed envelope therein. Upon receipt, the Custodian
will complete the documents with his signature and your copy will
be forwarded without delay.

Thanking you for your co-operation, we are

Yours truly,

R. D. Richardson,
Farm Department.

WJL/EM
Encl.

Thomas C. King
REAL ESTATE AND INSURANCE
COMMISSIONER
FOR TAKING AFFIDAVITS

PHONE 5-0000 122
L.V.C. TIO
Rec'd JAN 25 1943
File No. 9208
Ans. *[Signature]*
75 GEORGIA STREET
Reference *[Signature]*
on 2/2

January 23rd, 1943.

Mr. F. G. Shears,
Deputy Custodian,
506 Royal Bank Building,
Vancouver, B.C.

*86
VH
17-2-3*

Dear Sir:

Re: Masajiro NISHIDA, File No. 9208

On July 30th, 1942, I forwarded to you completed Deed between the above and one James Armstrong of the town of Steveston enclosing my account for same. Your reply dated July 31st, 1942 was received with the information that just as soon as funds became available from the rentals of the property, I understand that a Mr. Chas. H. Bradbury has been paying a rental for the house situated on this property since July 12th, 1942.

I would be thankful if you would have this attended to and a cheque forwarded to cover.

Thanking you,

Yours very truly,

Thomas C. King

9208 & 4229

January 20, 1943

Mr. C. C. Robinson,
Steveston, B. C.

Dear Sir:

Re: NISHIDA, Masajiro
YONEDA, Hiroshi

Referring to your two letters of January 15th enclosing lease from Masajiro Nishida to Matthew McNair, it is our understanding that the property known as Lot 21, Section 2, Block 3 North, is owned by M. Nishida but that the East part of Lot 16, Section 2, Block 3 North, Range 7 West, Map 7230 is owned by Hiroshi Yoneda, who leased it to M. Nishida who, in turn, subleased it to Matthew McNair with H. Yoneda's consent. Will you please advise us if you have any record of the original lease from H. Yoneda to M. Nishida and what is the consideration.

Under the existing regulations, it will be necessary for Mr. McNair to apply to the Soldier Settlement Board for renewal of the lease.

We understand that the house at 147 Garry Street has been leased to a Miss M. Bish; will you kindly inform us of the amount of rental and the date on which she will occupy the house.

Is this house situated on the East part of Lot 16, Section 2, as the lease from M. Nishida to Mr. McNair states "together with all buildings there-upon erected"?

Yours truly,

GDM/GH

G. D. Wilson
Administration Department

9206

January 7th, 1943.

Mr. C. C. Robinson,
Box 635,
Steveston, B. C.

Dear Sir:

Re: Masajiro NISHIDA
and C. H. BRADBURY

Please be advised that Mr. C. H. Bradbury applied to the Soldier Settlement of Canada for a new lease on this property, which has been duly executed by this office. This new lease is for a period of one year, from November 1st, 1942, and payments due under his old lease for which you were pressing, are cancelled.

As this account will now be handled by our Farms Department, we would appreciate your closing your file on this account.

Yours truly,

R. D. Richardson,
Farm Department.

WLA/EM

9208.

December 24, 1942.

Mr. C. C. Robinson,
P. O. Box 635,
Steveston, B. C.

Dear Sir:

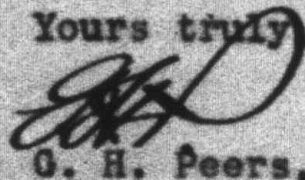
Re: Masaiiro NISHIDA

For your information we are enclosing a copy of the information to real estate agents which we sent to Mr. King regarding the property of the above.

With regard to the lease of C. H. Bradbury you will note that he is to pay \$60.00 yearly after 1942 but it is not clear in the lease as to what date this payment falls due. It may be January 1st, 1943 or possibly May 12th, 1943 which would be one year after the beginning of the lease. Will you kindly contact Mr. Bradbury in this connection and find out from him what date he understands the yearly rental to be due.

With regard to the property leased to Matthew McNair, this lease expires on April 18th, 1943 and we would ask you to contact Mr. McNair considerably before that date and find out if he wishes to continue the lease and how much yearly rental he is willing to pay.

Yours truly



G. H. Peers,
Administration Department.

GHP/P.
Encl.

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6121
PLEASE REFER TO
FILE NO. 9208

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

P.O. Box 635,
Steveston, B.C.,
21st December 1942.

Mr Charles H. Bradbury,
3676 West 38th Ave.,
Vancouver, B.C.

Dear Sir:

Re: NISHIDA, Masajiro Reg. 05238

We enclose herewith a letter from the
Office of the Custodian under date of 21st November
last addressed to you at Steveston. This was returned
marked "not called for."

On referring this matter to Mr King he
gave us the above address. In this connection please
be good enough arrange for the arrears and the current
month rental amounting in all to \$21.00..

Your cooperation will be greatly
appreciated.

Leonard
Nov 1 / 43
sw
HJS.
Encl.

Yours truly,

C.C. Robinson
per. *[Signature]*

9208

5th December, 1942

C. C. Robinson Esq.,
Steveston, B. C.

Dear Sir:

We are enclosing herein a letter addressed to Mr. Chas. H. Bradbury of 143 Garry Street, Steveston, B.C. which has been returned to us with a notation "not called for".

We shall be obliged if you will kindly deliver this letter to Mr. Bradbury at your early convenience.

Yours truly,

F. G. Shears,
General Manager.

6
FGE

Encl.

9208

December 4, 1942.

James Armstrong, Esq.,
Steveston, B.C.

Dear Sir:

Re: Masajiro NISHIDA

Will you please send into this office the duplicate of the agreement for sale held by you and given by Masajiro Nishida on the following property:

Lot 21, Subdivision of part of Sec.
2, Block 3 North, Range 7 West, Map
963, District of New Westminster.

As soon as we have made a copy of the agreement it will be returned to you. If it should be more convenient for you to let us have a certified copy of the document it would serve the purpose.

Will you also kindly supply us with a statement as to how the agreement stands at date as to principal and interest.

Yours truly,

(D.A. Cramer)
for Ian Macpherson
Title Examiner

DAC:FC

Thomas C. King
REAL ESTATE AND INSURANCE
COMMISSIONER
FOR TAKING AFFIDAVITS

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

AUG 21 1942

PHONE STEVESTON 138

78 GEORGIA STREET

Vancouver, B.C.

August 19th, 1942.

Mr. F. G. Shears,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Re: Masajiro NISHIDA, file #9208.

Replying to your letter of the 18th of
August in reference to rent due from Mr. Chas H.
Bradbury for the house owned by the above man.

This rent was collected by me on August
10th for two months, viz. \$14.00. This will appear
on my next Rental Statement.

Yours truly,

Thomas C. King

9208

August 18th, 1942.

T. C. King, Esq.,
Steveston, B. C.

Dear Sir:

Re: Masajiro NISHIDA

We do not appear to have had a remittance from you covering the monthly rental of \$7.00 payable by Charles H. Bradbury for the house belonging to the above.

Thanking you for your prompt attention to this matter, we remain,

Yours truly,

F. G. Shears,
Assistant Manager.

[Handwritten signature]
F. G. S.

9208

August 11, 1942.

The Registrar,
Land Registry Office,
New Westminster, B. C.

Dear Sir:

Herewith I submit for registration, Deed dated the 28th of July, 1942 - James Armstrong of Steveston, B. C. to Masajiro NISHIDA of Steveston, B. C., of Lot 21, Subdivision of part of Section 2, Block 3 North, Range 7 West, Map 963 in the District of New Westminster.

Accompanying this Deed, I submit a Certificate of Taxes respecting this land, from the Corporation of the Township of Richmond.

Mr. W.E.F. Edmonds is authorized to make application for registration of this Deed and I should be pleased if you will send a memorandum of the fees for such registration to the Custodian of Japanese property, Royal Bank Building, Vancouver, in my care and the accountant of the Custodian will remit the amount to you in due course.

Yours truly,

I. Macpherson,
Title Examiner.

IM:PB

August 5th, 1942.

Municipal Clerk,
Township of Richmond,
Brighouse, B. C.

Dear Sir:

I propose to submit for registration,
a Deed of Land from James Armatrang to Masajiro
NISHIDA covering 'Lot 21, Subdivision of part of
Section 2, Block 3 North, Range 7 West, Map 963
in the District of New Westminster.'

I shall require a receipt showing that
taxes have been paid on this property for which I
will be obliged if you would send me. If taxes
have not been paid would you kindly send me a
statement of taxes due.

Yours truly,

Ian McPherson
Title Examiner

IMcP:PB

9208

C.
July 28th, 1942.

T. C. King, Esq.,
Steveston, B. C.

Dear Sir:

Re: Masajiro NISHIDA

With reference to your letter of the 24th instant please have the deed made out and signed by Mr. Armstrong so that we may have the property properly registered in the name of Masajiro Nishida.

Although we are of the opinion that Mr. Armstrong should pay the cost of drawing the deed of land, if you are unable to get him to do so, you may send your bill for the cost to this office.

Yours truly,

F. G. Shears
Assistant Manager

[Handwritten signature]
SEND

Pears
C.
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED

JUL 27 1942

78 Georgia Street,
Steveston, B.C.
July 24th, 1942.

Mr. H. P. Alexander, Manager,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Re: Masajiro NISHIDA. Your file 9208.

Interviewing Mr. Armstrong in regard to this matter the other day, he informed me that it was not up to him to have a deed made out, but that if Mr. Nishida would have this deed made out and sent to him, he would be pleased to sign it, as all monies have been paid in full. Mr. Armstrong claimed that it up to Nishida to do this and not him. Personally I think that Armstrong does not want the expense of making the deed.

Might I be permitted to suggest that this be taken up with Nishida in order to clear up the matter.

Yours very truly,

Thomas C. King

9208

C.
June 22nd, 1942.

J. D. Mather, Esq.,
315 Metropolitan Bldg.,
Vancouver, B. C.

Dear Sir: Re: Masajiro NISHIDA

Further to our letter of the 17th instant regarding the document covering the transfer of the property, designated in your report at parcel 2, from Mr. James Armstrong to Nishida, we quote below from a letter received today from Mr. Armstrong.

"I gave Mr. Nishida an agreement of sale with all the payments marked on it. When it was paid in full, I gave him a receipt showing it was paid in full.

I tried to give Mr. Nishida a deed for said land but the Custodian for Steveston said that I was not allowed to give Mr. Nishida a deed for said land. Mr. Nishida has all the papers concerning the above mentioned land except the Certificate of Title which is in the Registry office of New Westminster, New Westminster, B. C."

We would like to have you obtain from Mr. Armstrong the deed of land covering the transfer of the title of the property from him to Nishida so that we may register the property in Nishida's name, should we deem it advisable.

Yours truly,

R. P. Alexander
Assistant Manager

RECEIVED

9208

June 22nd, 1942.

Mr. James Armstrong,
Steveston, B. C.

Dear Sir:

Re: Masajiro NISHIDA

We wish to thank you for your letter of the 20th instant regarding the property sold by you to the above Japanese.

We are asking our agent to contact you so that he may obtain from you the papers necessary to transfer the title of the property to Nishida.

Thanking you for your co-operation in this matter, we remain,

Yours truly,

R. P. Alexander
Assistant Manager

GHP:ND


Stevenson, B.C.

June 20 1942.

Peers

9208

OFFICE OF THE
JAPANESE
RECEIVED

JUN 20 1942

In answer to your
letter of June 17, 1942, re -
Masayoshi Mishida concerning
the property known as Lot 21
subdivision of part of Section
2, Block 3 North, Range 7 West
Map 963, District of New West-
minster on Garry Street, Steveston
B.C.

I gave Mr Mishida
an agreement of sale with
all the payments marked on
it. When it was paid in
full, I gave him a receipt
showing it was paid in full.

I tried to give Mr.
Mishida a deed for said land
but the Custodian for Steve-
ston said that I was not

allowed to give Mr. Nishida
a deed for said land. Mr.
Nishida has all the papers
concerning the above mentioned
land except the Certificate
of Title which is in the
Registry office of New
Westminster, New Westminster
BC.

Hoping this will give
you the information you
are seeking.

Yours Truly
James Armstrong

9208

June 17th, 1942.

J. D. Mather, Esq.,
315 Metropolitan Bldg.,
Vancouver, B.C.

Dear Sir:

Re: Masajiro NISHIDA

We beg to acknowledge, with thanks, your report on the above dated the 5th instant together with a copy of the lease between the above and Charles H. Bradbury.

We are asking Mr. T. C. King to act as real estate agent for the Custodian as recommended.

We are writing Mr. James Armstrong asking him to deliver to the Custodian the documents covering the transfer of the parcel 2 property to Nishida.

Yours truly,

R. P. Alexander
Assistant Manager

GHP:MD
[Handwritten signature]

9208

June 17th, 1942.

James Armstrong, Esq.,
30 Georgia St.,
Steveston, B. C.

Dear Sir:

Re: Masajiro NISHIDA

We are advised by Mr. Nishida that a certain property, known as Lot 21, subdivision of part of Section 2, Block 3 North, Range 7 West, Map 963, District of New Westminster on Garry Road, Steveston, B. C., was purchased by him from you and that the purchase price has been fully paid by him.

Will you be good enough to mail to us the documents covering this transaction, properly executed, so that we may register the transfer at the land registry office should we so desire.

Yours truly,

R. P. Alexander
Assistant Manager

GHP:ND
[Handwritten signature]

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

PHONE PACIFIC 6131
PLEASE REFER TO
FILE NO. 6208

9208
6
E
508 ROYAL BANK BLDG.,
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

Account to Paslo BC.
January 13, 1943.

Mr. Masajiro NISHIDA,
Reg. No. 05238,
Bridge River, B. C.

Dear Sir:

Our No. T21

Re: Motor Vehicles

Your Chevrolet Truck

which was surrendered to the Authorities, has been
sold for \$ 80.00

Charges against your car were as follows:

Liens	\$
Administrative Expenses	\$ <u>27.21</u>

The Balance thereafter remaining of \$ 52.79
has been placed to your credit in our trust account.

Yours truly,

Specified Articles Department.

RPA:MA
JH

40

McDermott Motors

U. S. 100-2220 Rev. 2-41

USED CAR APPRAISAL RECORD

NAME T 21

ADDRESS _____

Paint	\$ 8.00	Make	Blue
Tires <i>good 2 pair 2 poor</i>	\$ 6.00	Body Style	Platform
Body & Fenders	\$	Year	31
Glass	\$	License	63721
Top	\$	Serial	525334
Nickelling	\$	Mileage	54276
Radiator	\$	Remarks	no fuel
Running Boards	\$		
Mats & Kick Pads	\$		
Upholstery	\$ 6.00		
Hardware	\$		
Motor Expense	\$ 20.00		
Transmission	\$		
Rear Axle	\$		
Universal Joints	\$		
Clutch	\$		
Steering	\$		
Brakes	\$		
Tighten Up	\$ 8.00		
Muffler	\$ 12.00		
Sundries	\$ 10.00		
Wash & Clean Motor	\$ 2.00		
Clean Interior	\$ 2.00		
Oil & Grease, Change	\$		
Oil & Check Over	\$ 4.00		
Total	\$ 80.00		30 x 5

Mod. interested in Selling price \$ 75.00

Salesman H. G. G.

Date H. G. G.

Appraised by Allowance

For immediate acceptance only.

ROYAL CANADIAN MOUNTED POLICE EXHIBIT REPORT

Detachment

Seizure No.

FOR USE WHEN AVAILABLE

Detachment File No.
Sub-Division File No.
Division File No.
Headquarters File No.

Detachment
Sub-Division
Division
Date

19

RE: **NISHIDA, Masajiro****Stationer, B.C.**

On

March 9th**1942, 1****H. P. Price RCMP**

MEMBER'S NAME

Came into possession of the following goods by:-

STATE BRIEFLY AUTHORITY, ETC., WHETHER BY SEARCH WARRANT, ETC.

NO. OF PAGES	CAPACITY OR SIZE	DESCRIPTION OF CONTENTS DETAILS TO BE GIVEN IN FULL
		LICENSE NO. MAKE & MODEL (42) K21651 SERIAL NO. ENGINE NO. Castrol 22, 1 ton truck SPEEDOMETER READING 52554 CONDITION 2519254 54276 appears fair condition TIRE NUMBERS
		EXTRA EQUIPMENT none
		DESCRIPTION & CONDITION VERIFIED <i>Signature of Owner</i> 05238 Japanese Registration No. Handed over to representative of Custodian whose signature in receipt thereof appears hereunder <i>Signature of Custodian</i> DATE: March 9/42 <i>Signature of Member Submitting Report</i>

Conditional Sale Contract

The undersigned Vendor hereby sells and the undersigned Purchaser hereby purchases and agrees to pay for, subject to the terms and conditions herein set forth, the following described goods, including complete standard attachments and equipment, delivery and acceptance of which is in good order and condition and as ordered and in accordance with all representations, warranties and conditions, if any, of the Vendor, is hereby acknowledged by the Purchaser.

For the total time price and upon the terms as to payment set forth below, viz:-

NEW OR USED	IF USED STATE YEAR	MAKE TRADE NAME	BODY TYPE IF TRUCK, GIVE TONNAGE	NUMBER OF CYLINDERS	SERIAL NUMBER	MOTOR NUMBER	LICENSE NO.
Used		Chevrolet	Truck		325354	2519284	

TERMS

A	B	C	TRADE IN IF ANY	D	E	F	G	H
DELIVERED PRICE	DIFFERENTIAL	BASIC TIME PRICE (TOTAL A & B)	MOTOR VEHICLE	SERIAL NUMBER	ALLOWANCE	CASH ON OR BEFORE DELIVERY	UNPAID BALANCE (C MINUS D & E)	TOTAL DEFERRED PAYMENTS F PLUS G
655.00		655.00				350.00	305.00	10-40 515.40

The amount of said total deferred payments is payable at the office of Industrial Acceptance Corporation, Limited, at Vancouver, B. C.

SCHEDULE OF PAYMENTS		
PMT NO.	AMOUNT	DATE DUE
1	315.40	May 15/34
2		
3		
4		
5		

each on the same day of each successive month, the first instalment to be payable one month after date, the final instalment to be for the amount remaining unpaid; OR, in instalments as set out in schedule of payments herein; with interest thereon after maturity of each instalment at 10% per annum. Said deferred balance is, or is to be, evidenced by a promissory note given by Purchaser to Vendor, such note being a negotiable instrument within the meaning of the Bills of Exchange Act, the same being given as evidence of the amount to become due hereunder but not in payment therefor. The said note may be discounted, pledged or hypothecated by the Vendor and in every such case payment therefor is to be made to the holder of the said note instead of the Vendor and if such holder acquires title thereto before maturity and for value he shall be deemed to be a holder in due course and for value and shall not be affected by any equities existing between the Purchaser and the Vendor or other defect in the title of the person from whom it is acquired and no notice of such assignment need be given to Purchaser.

CONDITIONS

1. In this agreement "goods" shall mean and include not only the goods above described and referred to but also all equipment, attachments, accessories, replacements and repairs which may be placed upon or added to said goods, it being understood and agreed that the same shall be and become a component part of the goods hereby sold and included in the terms of this agreement and covered by all the provisions hereof.

2. The title and ownership of said goods shall not pass to Purchaser but shall remain in Vendor until the entire purchase price and interest (and all costs and expenses and insurance premiums) are fully paid in cash, this to include the payment of any judgments secured in connection with any action brought to recover payment of the said purchase price, whether or not such action is accompanied by a seizure of said goods. The sale, discount, negotiation or assignment of this contract and/or said note, or any renewal(s) or extension(s) of the payments thereof shall not operate to pass title or ownership of said goods to Purchaser nor release Purchaser from his obligations hereunder, the assignee of such rights being entitled to all the rights of Vendor, the title of such assignee to be free from all equities existing between Vendor and Purchaser. The loss, injury to, destruction or confiscation of said goods shall not operate as payment or in any manner release Purchaser from his obligations hereunder, all risk in connection with the ownership of said goods being assumed by Purchaser. If any judgment is recovered by Vendor against the Purchaser, or any mortgage or security accepted by Vendor from Purchaser, the rights, remedies and powers of the Vendor hereunder or under said promissory note or any renewal(s) thereof shall not be or become merged in such judgment, mortgage or security or in any way prejudiced or affected thereby.

3. Said goods shall not be used for hire until fully paid for, without the written consent of Vendor. Purchaser shall not mortgage, assign, encumber or dispose of said goods or this contract or any interest therein except with the written consent of Vendor and no such consent shall have the effect of releasing Purchaser from his obligations hereunder unless specifically so providing. Purchaser shall remove or permit the removal of said goods out of the Province or out of the registration district therein within which Purchaser resides or within which said goods were delivered except with the written consent of Vendor, except for occasional trips. Purchaser shall use said goods in a careful and prudent manner, conforming with all laws and ordinances affecting the use and operation of such goods (including liquor laws) and shall properly house the same in a clean and dry place and shall keep the same in first class repair and condition at his own expense and shall promptly pay for all repairs, replacements, labor and materials and shall at no time cause or allow any loss or charge to arise against said goods.

4. Purchaser shall insure and keep insured said goods to their full insurable value, with loss payable to Vendor and in default thereof Vendor may so insure the same and add the cost thereof to the amount due hereunder, and such premium shall be immediately due and payable. The proceeds of any such insurance, including any returned premiums, may be applied for the replacement or repairing of the goods or payment of this obligation at Vendor's option, with or without the approval or consent of the Purchaser.

5. Time is of the essence of this agreement and if Purchaser should make default in any of the payments secured by such promissory note or by virtue hereof or should violate any of the terms of this agreement or commit any act of bankruptcy or should make any assignment for the benefit of his creditors or becoming bankrupt or insolvent should take the benefit of any Act that may be in force for bankrupt or insolvent debtors, or if any judgment, execution or attachment be entered or issued against Purchaser or attempted to be levied on said goods or if any distress or seizure of any of Purchaser's goods be made or attempted by any landlord for rent or if the goods hereby sold should be seized or confiscated by any apparently lawful authority, or if Vendor or his assigns or any of his officers, servants, agents, or employees feel unsafe or insecure or if Purchaser should fail to keep said goods in good repair, all of the instalments owing under said note, or hereunder, or any renewal(s) thereof or hereunder, shall forthwith become due and payable and Vendor may by himself, or his representative, agent or employee forthwith take possession of said goods, (possession after default being unlawful) wherever the same may be found and for such purposes may enter any premises without notice or demand to Purchaser and without legal process, and Vendor may thereupon at his option (subject to any statutory rights of redemption) retain the said goods, in which case the said goods and any payments therefor made on account of said purchase price shall be and become the absolute property of the Vendor as and for liquidated damages for failure to carry out the terms of this agreement and as payment for the use of and depreciation in the value of said goods and not as a penalty; or the Vendor may house or store the said goods and repair or recondition the same and resell the same at any time after the expiration of the statutory time limited for redemption (if any), either by public auction or by private sale upon such terms as Vendor may deem proper, Purchaser hereby waiving (if it is legally competent for him so to do) the benefit of any and all laws, statutory or otherwise, requiring that notice of such re-sale be given to him, and Purchaser hereby agrees that Vendor shall thereupon be entitled to recover from him any deficiency between the proceeds of such re-sale (after deducting all costs, charges and commissions incurred in connection with such repossession, storage, repairing, reconditioning and re-sale) and the amount owing to Vendor under this agreement. Said goods may be sold without the same being at the place of sale and with or without advertising and Vendor shall have the right at any public sale to sell for cash or on credit and with or without reserve and to purchase said goods the same as any other person, all laws governing such sales being hereby waived by Purchaser so far as it is competent for him so to do. If after such sale a surplus remains in the hands of a solicitor, same shall be repaid to Purchaser. In the event of this contract or said note or any renewal(s) thereof being placed in the hands of a solicitor for collection, there shall be forthwith added to the then outstanding balance as solicitor's fees 15% of such balance, or if prohibited, the amount, if any, allowed by law, it being understood that Purchaser shall pay all costs, charges, expenses and disbursements, including the solicitor and client costs of Vendor's solicitor incurred by reason of Purchaser's default within the meaning of this agreement. Purchaser waives all claims for damages which may arise out of the repossession, removal, storage, repairing, reconditioning or re-sale of said goods.

(Contract continued on reverse side hereof.)

Attached note must be detached before it is signed.

(Witness as to Vendor's Signature)

(Official Title: H Company)

CELESTINE SEASON LIMITED

4010

WET

10 TWO

IN WITNESS WHEREOF, said Vendor has subscribed his name this

Vendor warrants that the said goods are new and unused (unless otherwise stated in said contract) and that the down payment was made by Purchaser in cash and not its equivalent except as otherwise stated in said contract and that no part thereof was loaned to Purchaser by Vendor. Vendor agrees that neither repossession of said goods from Purchaser for any cause, nor failure to file or record said contract when required by law (it being the duty of Vendor to file or record the same) shall release Vendor from the obligation of this contract. If said goods be repossessed Vendor agrees to store same for the account of said Industrial Acceptance Corporation, and to do nothing else which would decrease the value of said goods, or of this guarantee. Vendor warrants that the title to said goods is free and clear of all liens and encumbrances and that Vendor has the right and power to convey such title by this contract. Vendor warrants that said goods are insured against fire and theft for an amount not less than the amount of said note and against any other risks on which Industrial Acceptance Corporation Limited requires insurance as stated in its published plan. With loss payable to Industrial Acceptance Corporation Limited, and Vendor agrees that in the event of loss, that said Corporation shall have the right to use the available insurance monies to reduce the outstanding balance then owing under said contract or in payment of the cost of reconditioning or repairing said goods or otherwise as the said Corporation may see fit, either with or without the knowledge and approval of the Vendor or Purchaser. Vendor acknowledges that there is no duty on the part of the Corporation to insure or keep insured the said goods. Vendor represents that Purchaser is of good reputation and that he believes Purchaser is financially able to pay the money obligation of such contract and that Purchaser will not use or permit the use of said goods in violation of any laws and warrants that the representations, unconditionally guarantees the performance of said contract, including the payment of said note and/or contract, and agrees to pay the money obligation of said contract and that Purchaser are true, and authorizes said Corporation to correct patent errors in said contract. Vendor warrants that Industrial Acceptance Corporation Limited on demand the entire amount unpaid under said note and/or contract, including the interest thereon, by any settlement, extension of credit, or variation of terms of the said contract, and further agrees that its liability shall not be affected by any settlement, extension of credit, or variation of terms of the said contract, nor additional security taken from Purchaser nor by any insolvency or negligence on the part of Industrial Acceptance Corporation. Limited of the amount owing by Purchaser shall release the Vendor from his liability hereunder. Vendor warrants the benefit of this contract.

VENDOR'S ASSIGNMENT AND GUARANTEE

(Witness as to Purchaser's Signature)

(Original Title: *Il Comandante*)

BY

Prerequisites:
Sign Notes

(Vendor's City and Street Address)

154

(Original Title: H. Combs)

[illegible]

1997年12月15日

(Place where contract actually signed)

THIS DAY OF MONTH

[illegible]

THOMPSON & COMPANY

AUCTIONEERS AND APPRAISERS

ESTABLISHED 20 YEARS

ROYAL TRUST BUILDING.
826 PENDER STREET WEST.
VANCOUVER, B. C.

EVACUATION SECTION
Rec'd. III 6 1945
File No. 9208
Referred Pracheda
sent to you

July 5th. 1945.

Department of the Secretary of State.

Office of the Custodian.

Vancouver, B.C.

Dear Sirs:

RE NISHIDA MASAJIRO.File #9208.143 - Gary St. Steveston. B.C.

As per request of your Mr. Harris we personally
inspected the following articles & have fixed a fair & just
valuation in our opinion against each item :-

1 - Fawcett Enamel 4 Hole Wood
& Coal Range

\$35.00

1- Chesterfield & 2 chairs to match

\$50.00

Yours truly,

THOMPSON & CO.

W. G. R. Thompson

WT/FB

Registration Number 05238

NISHIDA, Masajiro

143 Garry Street, Steveston, B. C. (Box 290)

LOCATION AND NATURE OF PROPERTY

1. East half of Lot 17 and part 1.45 acres more or less of Lot 16 of Sec. 2, Block 3 North, Range 7 West, Map 963, said part of Lot 16 as shown and outlined in red color on Sketch deposited No. 7229, Dist. of New Westminster. C of T 196030E.
2. Lot 21, subdivision of part of Sec. 2, Block 3 North, Range 7 West, Map 963, Dist. of New Westminster.

OWNERSHIP

Title to Parcel #1 has been inspected and is in the name of Masajiro Nishida.

Title to Parcel #2 is in the name of James Armstrong, from whom the land was purchased and who was fully paid for the property, subject to the declaration of war with Japan. He stated that he intended to give Nishida Certificate of Title as soon as permissible.

LAND AND BUILDINGS

Parcel #1 - This is a 5 room frame, shingle roof building, together with a large Barn and 2 Sheds, all in fair condition.

Parcel #2 - There is a small frame, shingle roof Barn on this property.

INSURANCE

Policy #3400779, London & Lancashire Insurance Co. \$2000 on building and contents and \$1000 on Barn, expiring May 16, 1945.

TAXES

Taxes have been paid to December 31, 1942.

FINANCIAL POSITION

Claims to have no liabilities. Inventory of personal effects attached to Bradbury Lease, which is also attached hereto.

REMARKS

Parcel #1 - This land has been leased to Charles H. Bradbury, who is paying for the house, the sum of \$7 per month, \$150 for the land and crop for the year 1942 and for the following years, for the duration of the war with Japan, the sum of \$60 per year.

Parcel #2 has been leased to Mathew McEair for one year only, ending April 18, 1943, for the sum of \$160.

Registration Number 05238

NISHIDA, Masajiro

RECOMMENDATION

I would recommend that the arrangements as set out, be permitted to stand and that T. C. King be appointed Agent for the Custodian, with regard to the properties. I would further recommend that James Armstrong be communicated with and instructed to issue title to Masajiro Nishida and deliver same to the Custodian.

June 5, 1942.

A. Marker

RP
9

J.L. No. 564

Canada

DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

File No. 9208

Reg. No. 05238

506 Royal Bank Building,
Vancouver, B. C.

Mr. Masajiro NISHIDA,
Kaslo, B. C.

APR 14 1944

Dear Sir:

Re: Garry Street, Steveston, B. C.
Lot 21 of part of the Section 2 Block 3 North
Range 7 West Map 963 New Westminster District,
Mun. of Richmond, C. of E. 51774.

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	982.00
Add:	
Unexpired insurance premium as at January 1st, 1943	982.00
Less:	
Tax arrears to December 31st, 1942	
Registration fee	3.00
Encumbrance—Principal	
—Interest	3.00
Net proceeds of sale	\$ 979.00

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,
F. G. SHEARS,
Director.

BC-596-P
BC-2713-B

BC/596-P
BC/2713-B

Page 1

S.S. Form
(Sheet)

Farm Appraisal Report

COPY

File No. J.L. 564

Land Description Lot 21, Sec. 2, Blk. 3N, Rge. 7W, Map 963, N.W.D.

Containing 4.5 acres more or less Acres

Owner's Name M. NISHADA Post Office Address R.R. 1, Steveston, B.C.

Nearest Rail Point Y Station on B.C.R. Ry. Distance 1/4 mile

Market Town Steveston 1 mile Vancouver Distance 10 miles

Church (give denomination) All Denominations Distance 1 to 3 miles.

Nearest School Steveston Distance 1 mile

State how property was identified Reg. Plan, boundary check and neighbours.

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

Has 244' frontage on Garry Street along south boundary, good hard surfaced road.

Is this district a good one? Yes, closely settled and about 10 miles from Vancouver.

Employment opportunity Fairly good at seasonal fishing, farming or industrial in Vancouver.

Predominating Nationality and religion British, Protestant Religion.

Describe Fencing and its condition: Some old wire at boundaries but generally Value \$ poor and negligible.

Water supply: City water main along road at south and available to property Value \$

EXHIBIT NO.

DATE

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	X							
Shed	24 x 34	Lumber	10'	Shingle	10 yrs	Good	Fair	\$ 200.00
BARN	X							
BARN	X							
CRANARY	X							
	X							
	X							
	X							
	X							

Electric power available to property at road

Total present day value \$ 200.00

\$ 100.00

Total Value Buildings add to farm

Is dwelling habitable without repairs?

If not what is your approximate estimate of cost to make it

habitable? No dwelling

Building described above is more or less a storage shed \$

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished

Are buildings painted? Condition of paint

Distance from nearest bush Unexposed

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

Cultivated Land

H2/505-7
H2/5715-2

Page 2

ACRES	LEVEL, UNDULATING, SLOPING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
4.5	Level 4.5 acres	Clay loam 12" - 16"	Clay	1 ac. legume about average condition, balance pea stubble being plowed.	\$200	\$900.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, SLOPING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, SLOPING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF DECLARATION NECESSARY	DECLARATION COST PER ACRE	VALUE PER ACRE
Area Unavailable for Cultivation.						
	CHARACTER OF LAND E. G. SWAMPY, ROCKY.		NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	

Total value of Land \$ 900.00

Total added by buildings to value of farm \$ 100.00

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

Total value of farm \$1000.00

Describe condition of farm commencing on tillage, length of time unoccupied or partly occupied:
No adequate buildings but land in good condition and fair tillage. The Japanese owner and his family lived on a 3.7 acre property further along the road and operated the two places conjointly.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
Small fruit and truck farming in conjunction with some local employment.

Notable weeds:

Some thistle in spots but not bad.

Give approximate detail and Municipality of Richmond
amount of all annual taxes and 1942 taxes including dyke and drainage total - \$51.61
names of Taxing Authorities:

Date: July 10th, 1941.
Place: New Westminster, B.C.

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

Inspector's Signature

sgd. J.D. Patterson

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

Remarks: Property fairly well situated on the north side of Carry Street about one mile from Steveston and 10 from Vancouver.

I understand it is rented for the duration of the war to Mr. Matthew McNair at \$100 for 1942 and \$75 each year thereafter. McMcNair is engaged fairly extensively at dairy farming in the neighbourhood.

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

Level land lying about a mile north of the Fraser River at Stoverton.

Fertile alluvial loam soil subject to Lulu Island dyking and drainage taxes.

See taxes on page 1. Dyke & Drainage taxes combined in statement furnished by the Municipality of Richmond, and total \$31.60

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

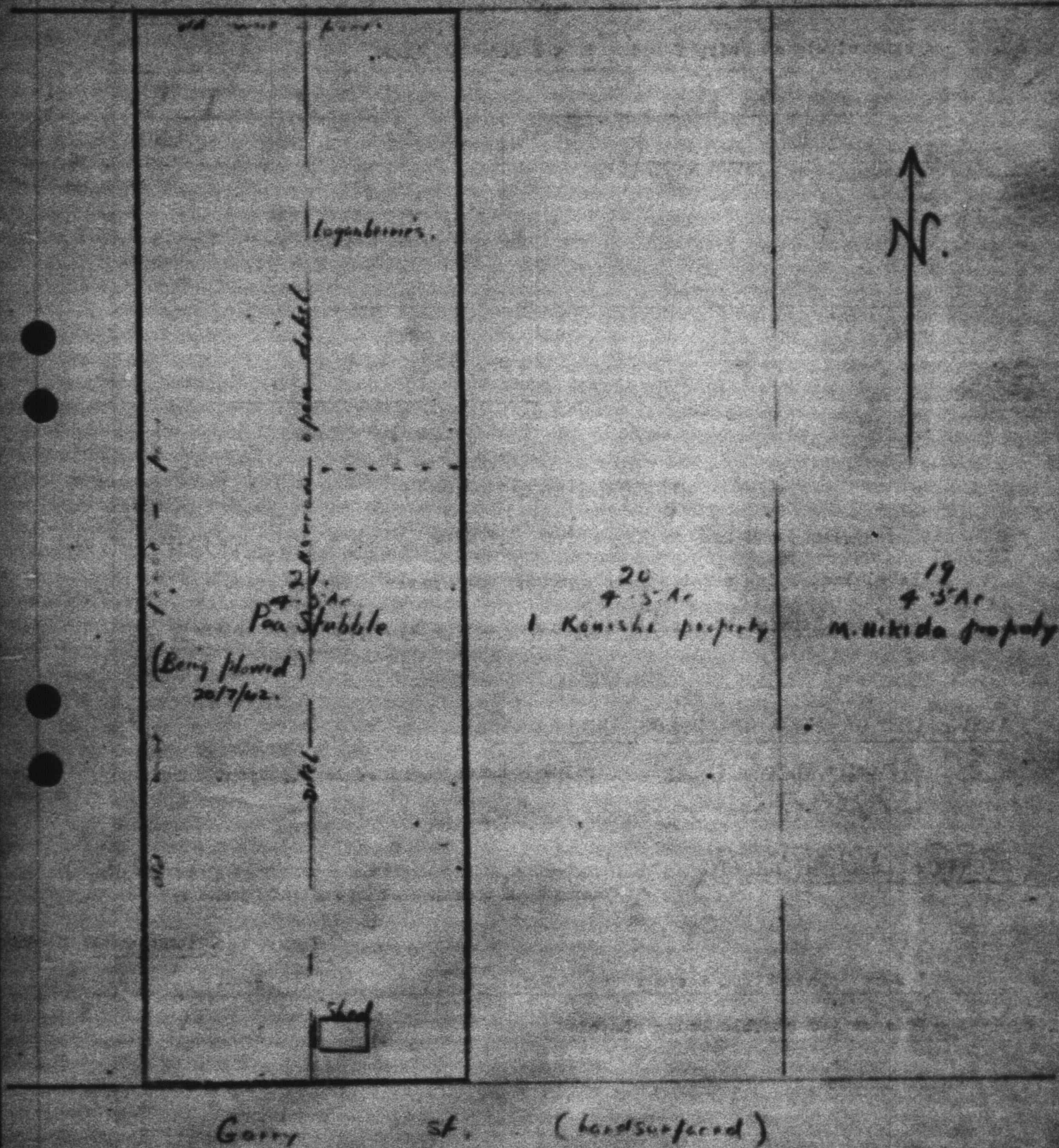
[illegible]

Amount fruit trees add to value of farm \$

Scale 200' = 1 inch

Diagram of Property - M. Nishida property.

Lot 21, Sec. 2, Blk. 3 N., Rge. 7 W. Map 963 N.W.D.



Following careful review of this appraisal report, it is my opinion that the present value is \$ 1000

Date 23rd July 1942.

"I. T. BARNER"

District Superintendent.

Canada

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

JAPANESE EVACUATION SECTION

File No. 9208

Reg. No. 05238

506 Royal Bank Building,
Vancouver, B. C.

APR 14 1944

Mr. Masajiro NISHIDA,
Kaslo, B. C.

Dear Sir:

Re: 143 Garry Street, Stoveston, B. C. - C. of E. 51237.
East $\frac{1}{2}$ of Lot 17 and part (1.45 acres more or less)
of Lot 16 of Section 2 Block 3 North Range 7 West
Map 963 said part of Lot 16 as shown and outlined in
red color on sketch deposited 7229, Dis. of New Westminster.

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	1473.00
Add:	
Unexpired insurance premium as at January 1st, 1943	23.70
	<u>1496.70</u>
Less:	
Tax arrears to December 31st, 1942	3.00
Registration fee	3.00
Encumbrance—Principal	
—Interest	3.00
Net proceeds of sale	<u>\$ 1493.70</u>

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,
Director.

1961	Balance	Credit	Debit	Description
Jan. 1	\$ 64.86			Balance brought forward
	1493.70			Credit re Sale of property
	279.00			Ditto
		\$2.00		Land Registry Office C/E (2)
		3.00		T. G. King Notarial Fees.
			\$5.00	
		\$2537.56		
				CR \$2532.56

This Indenture

Made in duplicate the **Seventeenth** day of **April**, in the year of Our Lord one thousand nine hundred and forty **two**.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

MASAJIRO NISHIDA, of the Municipality of Richmond and Province of British Columbia, Farmer.

Insert full Names, Addresses and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

And

MATTHEW McNAIR, of the Municipality of Richmond and Province aforesaid, Farmer.

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Richmond and Province of British Columbia, and more particularly known and described as:

Lot Twenty-one (21) of Section Two (2) Block Three (3) North Range Seven (7) West Map Nine Hundred and Sixty-Three (963) in the District of New Westminster, and containing Five (5) Acres more or less.

Also the East Part of Lot Sixteen (16) of Section Two (2) Block Three (3) North Range Seven (7) West Map Seven Thousand Two Hundred and Thirty (7230) in the District of New Westminster and containing Three (3) Acres More or Less.

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining.

This lease replaced by Lease # 210

*James E. Yonahda
Feb 4 1943
James E. Yonahda
1943*

From the
Eighth day of
April one
thousand nine hundred and forty two
term of One Year
thence ensuing
for the

Yielding during the said term therefor the rent of One Hundred and sixty--Dollars.
(\$160.00)-----
of lawful money of Canada, payable on the following days and times that is to say:

The sum of One Hundred and sixty Dollars (\$160.00)
on the signing of this agreement the receipt of
which is hereby acknowledged.

the first payment to be made on the

day of

, 194

That the said Lessee covenants with the said Lessor to ~~maintain and repair~~
for water, electric light, gas and telephone.
And to repair; and to keep up fences; and not to cut down timber;
And the said Lessor may enter and view state of repair, and that the said Lessee will repair
according to notice.
And will not assign without leave; and will not sublet without leave.
And that he will leave premises in good repair;
And that he will not carry on any business that shall be deemed a nuisance on the premises.

Proviso for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.
Proviso for re-entry on seizure or forfeiture of the said term.
The said Lessor covenants with the said Lessee for quiet enjoyment.

And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature of Witness

Street Address 78 Georgia Street

City or Town Steveston, B.C.

Occupation A Commissioner Etc.

Masayus W. L. Lide

Mo McRae

I hereby consent to let Mr. M.
Nishida sub-lease my property to
Mr. Matthew McNair.

Y. Hiroshi Goude

BC-596-P
BC-2314-B

BC/596-P
BC/2314-B

Page 1

S.S. Form No. 4
(Sheet 1)

Farm Appraisal Report

File No. J.L. 564

Land Description Lot 17 and part 1.45 acs. of Lot 16, Sec. 2, Blk. 3N., Rge. 7N.,
Map 963, N.W.D. Containing 3.7, more or less, Acres

Owner's Name M. Nishada Post Office Address R.R. 1, Steveston

Nearest Rail Point Y Station on B.C.E. Rly. Distance 1/4 ml.

Market Town Steveston 1 ml.; Vancouver 10 mls. Distance

Church (give denomination) All denominations 1 to 3 mls. Distance

Nearest School Steveston 1 ml. Distance

State how property was identified: Regat. Plan, Boundary check and tenant.

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

Has about 200' frontage on Garry St., along S. Boundary. Good hard surfaced
road.

Is this district a good one? Yes, closely settled and about 10 mls. from Vancouver.

Employment opportunity Fairly good at seasonal fishing, farming or industrial in
Vancouver.

Predominating Nationality and religion: British, Protestant religion.

Describe Fencing and its condition: Some old wire at boundaries but Value \$
generally poor and negligible

Water supply: City water in kitchen and on tap outside. Value \$

EXHIBIT No. 1083-2

DATE 25 May 1948

FILED BY J. W. G. Hunter

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE # 143	20 x 34	Lumber	12	shgl	20 yr	concrete	fair	575.00
Wash house	14 x 24	"	8	"	1 "	post	"	75.00
BARN	20 x 36	"	14	"	10 "	concrete	"	350.00
BARN	X							
BARN	X							
GRANARY	X							
	X							
	X							
	X							

Electric light installed in buildings.
House No. 143.

Total present day value \$1000.00

\$ 760.00

Total Value Buildings add to farm

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

habitable? Dwelling habitable but shabby & could do with repainting.

Roof patched and about reshingling stage. \$ 200.00

Describe the basement and chimneys: 6' basement with cement sills and floor.

No. rooms downstairs? 5 Upstairs? Brick chimney to ground. How finished Exterior shingles, stained.

Are buildings painted? Yes Condition of paint poor

Distance from nearest bush Unexposed.

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

Cultivated Land

ACRES	LEVEL, UNBULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
3.7	Level 3.7 acres	Clayloam 12" - 18"	clay	About 2 1/2 ac. oats & vegetables, average condition. Balance pasture.	200.00	740.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNBULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNBULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	

Total value of Land \$ 740.00

Total added by buildings to value of farm \$ 760.00

Total fruit trees add to value of farm (for use in orchard districts only) \$ 2500.00

Total value of farm \$ 1500.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Small dwelling shabby, habitable but needs repainting & roof re-shingled.
Land in fairly good condition and tillage. Occupied by Japanese owner
until evacuated and a tenant since in residence.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
Small fruit and truck farming in conjunction with some local work.

Nexious weeds: Some thistle in spots but not bad.

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

Municipality of Richmond, 1942 taxes including
dyke and drainage total \$41.69.

Date: June 22nd, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 21st day of July, 1942.

Inspector's Signature

"J. D. PATTERSON"

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

Farm Appraisal Report

Remarks: Property well situated on North side of Garry St., about a mile from Steveston and 10 from Vancouver.

Buildings habitable and fairly serviceable but small dwelling somewhat old and shabby, needs repainting and roof about at reshingling stage. Land in fairly good condition and tillage.

stage. Land in fairly good condition and well
 Am informed that the property is rented to Chas. H. Bradbury for
 the duration of the war at \$150.00 for the land for 1942 and \$60.00 each
 year thereafter, commencing 1943. In addition he pays \$7.00 a month for
 the dwelling and outbuildings and with his family has been in occupation
 since the Japanese family was evacuated about May 19th last.

(FOR ORCHARD LANDS ONLY)

(FOR ORCHARD LANDS ONLY)

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

Level land lying about a mile North of the Fraser River at Steveston.

Fertile alluvial loam soil, subject to Lulu Island dyking and drainage

charges.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE
See taxes on page 1. Dyking and drainage taxes combined in statement
as furnished by the Municipality of Richmond total \$41.69.

ORCHARDS, SMALL FRUITS, ETC.

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

[illegible]

Amount fruit trees add to value of farm \$

SD/200-2
SD/2014-8

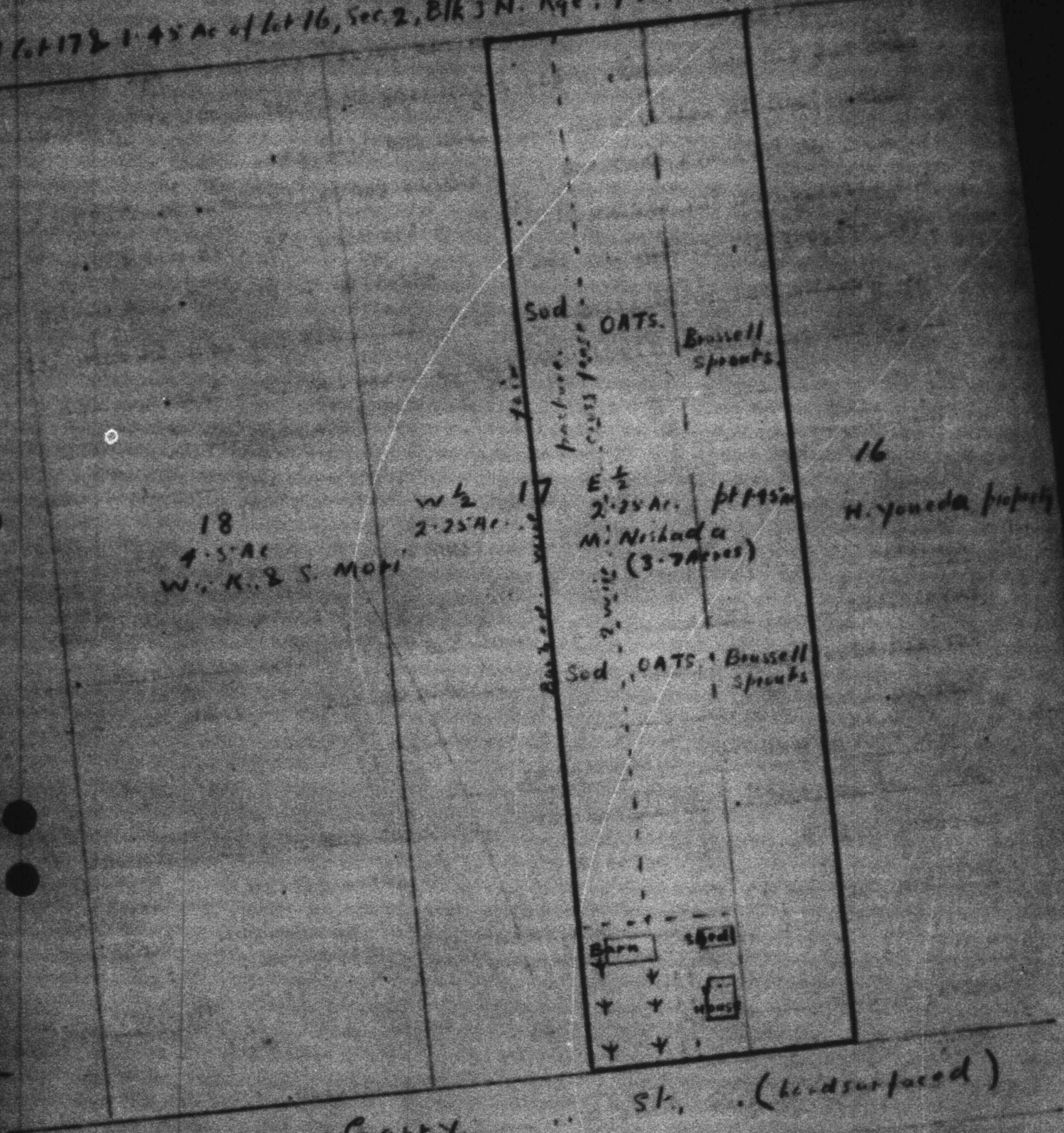
Page 4

Scale 200' = 1 inch

Diagram of Property - 1st Red.

M. Nishada property

E. 1/2 of Lot 17 & 1.45 Ac of Lot 16, Sec. 2, Blk 3 N. Rge. 7 W. Map 963 N.W.D.



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

value is \$ 3500

Date 28th July. 19 42.

J. T. BARNETT
District Superintendent.

This Indenture

Made in duplicate the twelfth day of May in the year of Our Lord one thousand nine hundred and forty-two.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

MASAJIRO NISHIDA, of the Municipality of Richmond, in the Province of British Columbia, farmer,

Insert full Name, Address and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

And

CHARLES H. BRADBURY, of the Municipality of Richmond, in the Province of British Columbia, farmer,

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, All and Singular that certain parcel or tract of land and premises situate, lying and being in the Municipality of Richmond in the Province of British Columbia, and more particularly known and described as:

Part Lot Sixteen (16) and Seventeen (17) of Section Two (2) Block Three (3) North Range Seven (7) West Map Number 7229 in the District of New Westminster.

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining together with inventory attached and which is hereby made part of this agreement.

From the date of the evacuation of day of

thousand nine hundred and forty-two.

term of duration of the war with Japan

Yielding during the said term therefor the rent of ---Seven Dollars (\$7.00)-Dollars,

per month-----

of lawful money of Canada, payable on the following days and times that is to say:

the sum of Seven Dollars (\$7.00) on the signing of this agreement the receipt of which is hereby acknowledged, and the further sums of Seven Dollars (\$7.00) on the first day of each and every month during the term of this agreement. It is also understood and agreed that the Lessee shall pay to the Lessor the sum of one hundred fifty Dollars (\$150.00) on the signing of this agreement, the sum of which is also acknowledged. This amount to cover the rental on the land for the year 1942 only.

it is also agreed that for the following years during the term of this agreement, that an amount of Sixty Dollars (\$60.00) be paid by the Lessee to the Lessor for each and every year commencing with the year 1943 and continuing during the term of this agreement.

the first payment to be made on the

day of

, 194

That the said Lessee covenants with the said Lessor to pay rent; ~~and to pay taxes~~; and to pay rates

for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair

according to notice.

And will not assign without leave; and will not sublet without leave.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

Provide for re-entry by the said Lessor on non-payment of rent, or non performance of covenants.

Provide for re-entry on seizure or forfeiture of the said term.

The said Lessor covenants with the said Lessee for quiet enjoyment.

Provide for re-entry on the return of the Lessor to Steveston on the usual 30 days notice being given to the Lessee by the Lessor.

And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF
(Signed)
Signature of Witness T.C.K.
Street Address
City or Town
Occupation

(Signed) Masajiro Nishida.

(Signed) C. H. Bradbury.

NOV 27 1947

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

9708

KL 564.
PC 596P 2314B
596P 2713B
Ind. 40

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

- (1) NAME NISHIDA, MASAJIRO (RCMP) Reg. No. 05238
(Print) Surname Given Name
- (2) Pre-Evacuation Address 143 GARRY ST. STEVESTON BRITISH COLUMBIA
- (3) Present Address 80 BARRIE ST. KINGSTON ONTARIO
- (4) REAL ESTATE 1. 143 Garry St. Steveston, B.C.
(a) Street Address (if any) 2. 2nd property on same street but no number
City or Municipality, Province
- (b) Legal description (lot number, block number, section number, etc.)
1. C. of E. 51237 East 1/2 of Lot 17 and Part (1.45 acres more or less) of
Lot 16 of section 2 Block 3 North Range 7 West Map 963
2. Lot 21 of Part of the section 2 Block 3 North Range 7 West
Map 963. New Westminster District - Municipality of Richmond
C. of E. 51774
- (c) Type of Real Property (cross out words which do not apply):
(i) Farm + EQUIPMENTS
(ii) Residence Type of business Farming
(iii) ~~Business~~
(iv) Any other type of property (describe) _____
- (d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) sole owner
- (e) Fair market value at date of sale (estimate this to the best of your ability):
LOT 16 & 17 PURCHASED FOR \$1500.00
(i) Land LOT 21 - 26 ACRES - including barn \$4500.00
(ii) Buildings (RESIDENCE, 2 BARN, STOREHOUSE) \$2850.00
(iii) If business, put value on business as going concern
(including land and buildings, tenancies, chattels,
fixtures, stock-in-trade, goodwill and accounts re-
ceivable) farm equipments and truck \$1047.00
(iv) Total value (if you cannot give separate values for lands and buildings just
fill in total value) \$8397.00
(v) Amount at which Custodian sold property and credited your account \$2472.70
(f) Loss (This figure is arrived at by deducting item (v) from item (iv)) \$5924.30
- (5) PERSONAL PROPERTY
(a) Place or places at which property was left by the claimant at date of evacuation
143 Garry St. Steveston, B.C.
(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
House and barn at same address
(c) How stored or packed at time of evacuation Household furnishings and farm
equipments left in house and barn in Mr. CH. Bradbury's care.

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

Mr. Frank H. Brackley 376 West 38th Ave
Vancouver B.C.

(e) Itemized description of personal property which is the subject of the claim:

1.	Estimated Value \$
2.	Estimated Value \$
3.	Estimated Value \$
4.	Estimated Value \$
5.	Estimated Value \$
6.	Estimated Value \$
7.	Estimated Value \$
8.	Estimated Value \$
9.	Estimated Value \$
10.	Estimated Value \$

TOTAL CLAIM FOR PROPERTY LOSS \$ *395.00*

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e)) - - - - - \$ *319.30*

(g) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)
(b) Do you require the services of an interpreter at the hearing? Yes or no *Yes*

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA
(Seal of Office)
TO WIT:

James M. McKelvie
of the Province of British Columbia

DO SOLEMNLY DECLARE THAT:
The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of "The Canada Evidence Act".

DECLARED before me at the City of
in the Province of British Columbia
this 10th day of November
A.D. 1947.

A Commissioner etc.

N.B.—THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C. BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

5

(2) Itemized description of furnitures & fixtures
left in the house

1. Living Room furnishings

(a) Chesterfield suite	-	75.00	
(b) coffee table	-	10.00	
(c) end table	-	4.00	
(d) flower stands	-	4.50	
(e) smoker stand	-	2.50	
(f) leather covered sofa		15.00	
(g) wall clock	-	15.00	\$126.00

2. Dining Room furnishings

(a) dining table & chairs	25.00	
(b) cupboard	8.00	33.00

3. Kitchen

(a) kitchen range	80.00	
(b) kitchenware (cooking utensils, etc.)	30.00	110.00

4. Bedroom

(a) 2 beds	41.00	
(b) 2 dressers	16.00	57.00

5. Floor carpets 39.00 39.00

6. 2 Quaker heaters 30.00 30.00

TOTAL \$395.00

CASE NO. 1083.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 93.

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE

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

10

Toronto, Ontario,
May 25th, 1948.

IN THE MATTER OF THE CLAIM OF
MASAJIRO NISHIDA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

F.W.G. HUNTER, Esq., appearing for the
Dominion Government.

F.A. BREWIN, Esq., appearing for the
claimant.

A. WATSON, Esq., Secretary.
MRS. F.L. HANFORD, Official Interpreter.
T. P. HORBOMER, Esq., Official Reporter.

30

MR. BROWN: My lord, may we proceed with No. 86,
Nishida?

My lord, Mr. Nishida is here, but I understand
he is almost completely deaf. Both his wife and
his daughter are here, and his daughter is able to
give the necessary evidence for him.

THE COMMISSIONER: That is satisfactory. Would you
call him in the first instance and just have him
authorize the daughter to speak for him? Do you
think he could accomplish that much?

NASAJIRO NISHIDA, the claimant herein,
called!

THE INTERPRETER: I don't think we can get it across.
He is absolutely deaf.

THE COMMISSIONER: Perhaps the young lady can explain
to her father what is required.

MR. BROWN: All right. You write it down, will you,
Miss Nishida. Perhaps that is easier.

THE COMMISSIONER: Your father does not speak any
English at all?

MISS NISHIDA: No. I think Japanese is better. He
doesn't hear at all.

MR. BROWN: I think, my lord, he is prepared to make
a statement. I don't know that it need be on
oath.

THE COMMISSIONER: No, it need not be. You have ex-
plained the situation to your father, have you?

MISS NISHIDA: Yes, I did.

THE COMMISSIONER: Ask him to authorize you to verify
his claim.

3
M. Nishida,
Discussion.
M. Nishida; In Chief.

MISS NISHIDA: It is very hard.

THE INTERPRETER: He is embarrassed.

MISS NISHIDA: May I speak for him, please?

THE COMMISSIONER: Yes, all right. We have done as much
as we can. Will you swear the young lady.

(Witness stood down).

MR. NISHIDA, a witness called on behalf of
the claimant herein, being first duly
sworn, testified as follows:

10 MR. BREWEN: My lord, there are one or two items of
explanation I might make about the claim form,
which was not prepared by myself at all.
There is included under the heading of real estate
a claim for farm equipment and a truck at \$1047.00.
Your Lordship will see it in the third item in
the claim.

THE COMMISSIONER: Yes, you can treat that as a chattel
claim.

20 MR. BREWEN: Yes, my lord. Also I think there is some-
thing wrong in the amount credited to the Custodian.
There are, in fact, two parcels of land, one of
which the claimant lived on and the other which
he cultivated, and we are putting in claims in
regard to them separately. Perhaps I had better
put it this way. The first parcel of land is
claimed for at \$4500.00, and the Custodian's selling
credit or selling price was \$1473.00, making a net
claim in that regard of \$3127.00.

30 In respect to the other parcel of land, the
claimant's valuation is \$2750.00, and the

H. Nishida,
In Chief.

Custodian's sale price -- this is a V.L.A. transaction -- is \$982.00, making a net claim of \$1768.00.

My Lord, I don't know whether your Lordship wants to add these together, but they do come to the same amount as what was put in the claim form. It makes a total valuation of \$7350.00, the Custodian credit should be \$2750.00, and the net claim, therefore, on the real estate is \$4600.00 instead of \$5,924.30.

THE COMMISSIONER: Very well, we will amend the claim accordingly.

DIRECT EXAMINATION BY MR. BREWIN:

Q Now, Miss Nishida, perhaps I should put this on the record, you have spoken to your father about this matter and he is willing to have you present his claim for him? A: Yes.

Q You lived on his farm, I suppose, before evacuation?

A Yes.

Q And you know something about it, I suppose, perhaps not all the details? A: Yes.

Q Is this your father's signature on the document which I am showing to you under the title "Real Estate farm land"? Is that your father's signature?

A Yes.

Q And the facts set out there are based on information which he and your mother, I suppose, supplied?

A Yes.

Q And to the best of your knowledge, they are correct?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. BROWN: Perhaps at this stage my friend would file
the appraisal of the Soldier Settlement Board.

THE COMMISSIONER: Is this in relation to the larger
property?

MR. BROWN: Yes, my lord.

THE COMMISSIONER: The \$4,600.00 property?

MR. BROWN: Yes, my lord.

10 MR. BRYER: I would tender the Soldiers Settlement Board
appraisal on that particular parcel of land, being
the east half of Lot 17, and part of Lot 16.

(S.S.B. APPRAISAL MARKED EXHIBIT NO. 2).

THE COMMISSIONER: Q: Where is this property? In
what municipality? A: In the
municipality of Richmond.

Q Is the other property of a lesser value also in
Richmond? A: Yes.

Q How do you distinguish between the two?

20 Q Can you give me the street address for the first
one? A: Well the larger land
is 143 Garry Street.

MR. BROWN: Q: That is in Steveston?

A That is half of Lot 16. Half of Lot 16, I should
say, and 17, that is at 143 Garry Street.

Q Where is the other property in relation to that?

A I would say about two or three lots over towards
the west on Garry Street.

THE COMMISSIONER: Q: Also on Garry?

30 A Yes.

6
E. Nishida,
In Chief.

MR. BROWN: It is Lot 21 of the same section, is it?

MR. HUNTER: Yes, the same section.

MR. BROWN: Q: Then in respect to the second lot,
have you prepared with your father's assistance a
form relating to that? Is that his signature?

A: Yes.

Q: Are the facts set out there correct so far as you
know? A: Yes.

Q: And they are what your father told you about them
and communicated to you? A: Yes.

10 (STATEMENT MARKED EXHIBIT NO. 3).

MR. BROWN: And Exhibit 4 will be the Soldier Settle-
ment Board appraisal.

MR. HUNTER: I tender the Soldier Settlement Board ap-
praisal as Exhibit 4 covering Lot 21.

(S.S.B. APPRAISAL MARKED EXHIBIT NO. 4).

MR. BROWN: Q: I take it, Miss Nishida, that your
father lived on the first property and farmed the
second property, is that right?

20 A: Yes.

Q: Have you read over and discussed with your father
the appraisal of the Soldier Settlement Board
form? A: Yes.

Q: And I take it that you don't agree with the amount
put in there, but are the facts set out there
apparently correct? A: Yes.

Q: There is no disagreement with the statement of
facts, though you don't like the valuations very
much? A: No.

30 Q: Were these properties rented at the time of

H. Nishida,
In Chief.

evacuation? At Yes.

Q Can you tell us the details of that?

A The first property, that is the one we lived on,
was rented to Mr. Charles E. Roadbury of Vancouver.

Q Do you know the rental?

A I am not sure of the rentals.

Q I think the details of the rentals are set out in
the Soldier Settlement Board appraisals, are they
not?

At Yes.

10 Q In regard to both properties? At Yes.

Q So I don't need to ask you anymore about that, they
are in there?

At Yes.

Q Set out accurately, as far as you know?

A Yes, as far as I know.

Q Then you haven't anything else to add in respect to
that?

At No, I don't think so.

Q Then with regard to your chattel claim --

THE COMMISSIONER: Before you go into that?

Q Do you know, Miss Nishida, what acreage there was
in the smaller property?

20

A I believe it is 3.7, something like that.

Q 3.7? At Yes.

THE COMMISSIONER: Thank you.

MR. BROWN: Q Then in regard to the personal property
claim, have you and your father prepared a form
under the heading of "personal chattels"? Is that
his signature on that document?

A Yes.

Q And attached to the form you have added a detailed
inventory, have you?

30

At Yes.

Q I am going to ask you about some of the details of that. Where did you or your father get the list of things shown on that inventory?

A Where did we get it?

Q Yes. Where does the inventory come from?

A Some of them are stored in the house.

Q No, you misunderstood me. I wasn't asking where they were stored. I mean the actual list here. Where did the list you have made here come from?

10 Q Where was the list made? A: Oh, that was when we were reporting to the Custodian.

Q And the list was prepared, I think, by the tenant and your father, was it?

A Yes.

Q And the articles shown here are the same as shown in the list? A: Yes.

Q All the facts here are true, are they, as far as you know, as to values, and so on?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 5).

20 Q Now, what arrangement -- oh, by the way, perhaps I don't know that we need put this in, but is this the original inventory from which that was taken? A: Yes, that is a copy of it.

Q Is that your father's signature?

A Yes.

Q And Mr. Bradbury's signature? A: Yes.

30 Q And that includes the same articles, and that was made at the time of evacuation, was it?

A Yes.

MR. BREWIN: I don't know whether your Lordship wishes it to be filed.

THE COMMISSIONER: I do not know that we need it. Is there any question about the goods being the same goods that were listed originally?

MR. HUNTER: They were in the J.P. form and in the lease, my lord.

10 MR. BREWIN: Q: What arrangement did your father have with Mr. Bradbury, the tenant, with regard to looking after or using the goods?

A I believe you have a list there of the things that Mr. Bradbury had permission to use, and the other things --

Q Perhaps I had better stop you. You said I had a list of the things that Mr. Bradbury was permitted to use; is that the list I am showing you now?

A Yes.

Q And is that his signature on that list?

20 A Yes.

Q And in pencil is marked "Schedule 'B', goods to be used by Mr. Bradbury", is that right?

A Yes.

Q At the time of the lease, it was agreed he could use those things?

A Yes.

(LIST MARKED EXHIBIT NO. 6).

30 Q With respect to the articles covered in the original inventory, but not included in that list, what arrangement, if any, was there about

E. Nishida,
In Chief.

them? A: Father made a special room in the attic and he put those things there that are not on that list and Mr. Bradbury was not supposed to use them.

Q I see. In respect to the list of items -- perhaps I had better ask her this now. There is something that seems to require some explanation here, attached to the original J.P. form. This is signed by your father, is it? A: Yes.

18 Q Is that a list of these chattels for which you are claiming? Then written at the bottom is the statement, "The above articles are in owner's possession at 143 Garry Street, Steveston, B.C., and will be left in said house for the use of Mr. G.H. Bradbury, lessee, Vancouver, B.C., for the duration of the war". This is dated, by the way, the 15th of May, 1942. The other list was apparently attached to the lease. Have you that original lease, Mr. Hunter?

20 MR. HUNTER: I don't think I have, no.

MR. BREWIN: Have you the date of it?

Q Perhaps I could ask you this question in the meantime; according to this document signed by your father, it would appear that all of the listed chattels were to be left in Mr. Bradbury's possession, and the shorter list which has been put in, a document headed "Schedule 'B'" -- do you know that statement that was made of a very much shorter list of chattels that appears were left in Mr. Bradbury's possession?

H. Nishida,
In Chief.

A Yes. The shorter list is what we made afterwards, between the two of them, so that Mr. Bradbury could use those things.

Q I see the lease, on the face of it, dated the 12th of May, 1942, and the declaration is dated the 15th of May, 1942, and there again the lease seems to include the longer list of items left in Mr. Bradbury's possession; or at least it says, "will be left in said house" for his use. Now did the shorter document you produced which was Schedule "B", "Goods to be used by Mr. Bradbury", and apparently signed by him, how did that come about, do you know?

A As I said before, those were the things he could really use because I don't see how he could use those other things not included in the shorter list, because they were put away.

Q Do you mean after the original lease had been drawn up, these other items were put away after that date and the shorter list drawn up?

A I wouldn't know exactly whether it was put away afterwards or before.

Q What was this "Schedule B" a schedule to? Do you know? What was this document that is called "Schedule B", "Goods to be used by Mr. Bradbury", a schedule to? Perhaps, my lord, I might show her the original.

THE COMMISSIONER: Now does not the J.P. form show all the goods were left for the use of the tenant?

MR. ERWIN: Well, my lord, it does, but apparently

12
S. Nishida,
In Chief.

they were not left for the use of the tenant.

THE COMMISSIONER: Surely you must be bound by the written document, must you not?

MR. BREWIN: We have two documents.

THE COMMISSIONER: There is no contradiction between them. This says, "Goods to be used by Mr. Bradbury". The other says all the goods were left in his custody. Is that not the case?

10 MR. BREWIN: Well in a general sense. She has said they were left and not to be used by him, the goods not included in the shorter list.

THE COMMISSIONER: You can get from her what you can. The young lady does not appear to know very much about it. It is perhaps unfortunate the man can't tell us, but if I understood you correctly the document shows they were left in the care of Mr. Bradbury.

20 MR. BREWIN: I will put in the J.P. form and it does show that, as of the 15th of May, 1942. It says they are left in the house for the use of Mr. Bradbury on the long list.

THE COMMISSIONER: Very well, put it in.

MR. BREWIN: The J.P. form will be Exhibit 7 and the lease we have referred to, do you want that put in, Mr. Hunter?

MR. HUNTER: Yes, I think so.

(J.P. FORM MARKED EXHIBIT NO. 7).

(LEASE MARKED EXHIBIT NO. 8).

30 MR. HUNTER: This is an unsigned copy of the lease and was identified as being the lease or a copy.

E. Nishida,
In Chief.

MR. BREWIN: Q: Do you know if this is a copy of the lease that your father signed? The schedule seems to be signed. Is that your father's signature?

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

Q: It has been attached, apparently. The other document is a copy. I suppose you don't know whether that was attached when the original lease was signed, do you?

A: No, I have never seen it before.

10 MR. BREWIN: There again we have a list signed by Mr. Bradbury and Mr. Nishida stapled on to the lease form. The copy of the document is signed, but the lease is unsigned.

Q: I suppose you have no knowledge of what happened to these goods after you left, have you?

A: No.

Q: Except, I believe there are some articles in respect of which your father made a claim but which should be taken out because they were returned, is that right?

20 A: Yes, that is right.

MR. BREWIN: If your Lordship could follow this on the personal chattels form, your Lordship will see in item 1 a sewing machine, \$75.00 -- about ten down.

Q: That sewing machine was returned to your family, was it?

A: Yes.

Q: So that part of the claim should come out.

A: Yes.

Q: And a typewriter, \$28.00. That was returned to you, was it?

30 A: Yes.

H. Nishida,
In Chief.

Q That should come out. Then I see three items down
a 65 piece dinner set, \$23.00. Was that returned?

A Yes.

Q So that should come out. Then there is an item,
the last but one on my copy, my lord, 300 feet of
rubber hose and three sprinklers, \$34.50. Was
that or part of it returned?

A Part of it was returned.

Q Which part? A: The hose.

10 Q The hose, but not the sprinklers?

A Yes.

Q It should be reduced? A: Yes.

THE COMMISSIONER: What is the value of the sprinklers?

MR. BREWIN: Q: Do you know the value of the sprinklers?

A No, I couldn't tell you.

Q Were they new sprinklers? A: They
were partly used.

Q Partly used sprinklers. Thank you.

MR. HUNTER: It is submitted, my lord, that the real

20 property was sold for its fair market value.

It is submitted that chattels sold were sold for
their fair market values. It is submitted that
all these chattels were left under the custody,
control or management of some person other than
the Custodian, appointed by the owner, and that
accordingly only those chattels which came under
the custody, control or management of the Custodian
are within the terms of reference. It is submitted
that the vehicle was sold for its fair market
30 value.

CROSS-EXAMINATION BY MR. HUNTER:

Q Is that a picture of the house on your property?

A Yes.

MR. HUNTER: I tender that as Exhibit 9.

(PHOTOGRAPH MARKED EXHIBIT NO. 9).

10 MR. HUNTER: The assessed value for Parcel 1, that is the east half of Lot 17 and part of Lot 16, for 1943 is land, \$999.00, improvements \$1590.00, a total of \$2589.00. In addition there is the usual dyking charge which they have out around Stevenson.

Parcel 2, or Lot 21, was assessed for 1943 at land \$1174.00, and improvements \$280.00, making a total of \$1454.00.

Parcel 1 was sold to the Veterans Land Act for \$1473.00. Parcel 2 was sold to them for \$982.00. This would make a total of \$2455.00, I believe. Yes, \$2455.00, unless my addition is wrong.

20 THE COMMISSIONER: No, that is correct.

MR. BERNIN: I seem to have given credit for too much there.

MR. HUNTER: Yes. It appears to be entirely a question of value, my lord. The vehicle, which is shown as a 1931 model, although claimed as a 1932 model, was appraised for \$75.00. It was sold on September 4th, 1942, rather late, at \$80.00 to Frank Rae. I would tender the appraisal of McDermott Motors as Exhibit 10.

30

(APPRAISAL MARKED EXHIBIT NO. 10).

E. Nishida,
Discussion.

MR. HUNTER: The original claim as filed was filed in very general terms, and accordingly the analysis which has been prepared is perhaps not as useful as it might be, but for what it is worth, I would tender the analysis of personal property claim as Exhibit 11. Obviously a new analysis will have to be drawn.

(ANALYSIS MARKED EXHIBIT NO. 11).

MR. HUNTER: What happened in connection with the
10 chattels, my lord, is this; as declared they were left for the use of the tenant, and on or about the 15th of January, 1945, when the Custodian's field men were making a routine check out at Steveston, they found this tenant had sub-let the property. Bradbury had sub-let to a Mrs. James. So immediately they investigated the chattel situation and they found the chattels were mostly broken furniture and farm equipment, of poor
20 quality. Between that time and the sale which took place in July, I think it was, or June of 1945, when the goods were actually removed from the premises and sold, they made a check several times to make sure what was left was still remaining there, and this Mrs. James seemed to be a satisfactory tenant from the viewpoint of taking care of what was there, and everything saleable at that time in June was removed and sold.

It is the Government's submission that the
30 damage to these chattels was caused by the tenant placed in charge of the property by the claimant.

E. Nishida,
Discussion.

And accordingly in that sense it is the claimant's own agents who were the cause of the destruction or loss. I am not trying to argue it, I am merely trying to place it before your Lordship so my learned friend will understand it will be argued, and evidence will be adduced to that effect in Vancouver.

10 The kitchen range was appraised in July, 1945. It was appraised at \$35.00 and was sold for \$35.00. We are hoping at the Vancouver sittings when this case comes up within the next few years to have a new analysis for your Lordship that will be more helpful.

THE COMMISSIONER: You are more pessimistic today than usual.

MR. HUNTER: There are no questions, my lord. I haven't had time to go into the details of the chattels. There are some that are valuable, as your Lordship will observe, an incubator, and two brooders, but actually I didn't have sufficient time to go into it properly to ask any very satisfying questions.

20 THE COMMISSIONER: Well, you have probably given us sufficient indication as to what line of defense you will adopt. That is about as much as we can hope to accomplish. Have you any re-examination?

MR. BREWIN: No, but I wanted to ask the witness a question.

Q Would your mother know about that arrangement?

Would she know?

A: Yes, she

30 could really tell you better than I.

B. Nishida,
A. Nishida,
In Chief.

MR. BREWIN: Might I have a half a moment to confer with Mrs. Nishida.

THE COMMISSIONER: Yes. Do you have to do it through an Interpreter?

MR. HUNTER: I wonder, my lord, if we could find from the witness whether they were aware of or concurred in the sub-tenancy created by Bradbury to Mrs. James.

THE COMMISSIONER: Well, I will give you five minutes now. We can recess for five minutes.

(PROCEEDINGS RESUMED AFTER SHORT RECESS)

EMI NISHIDA, resumed the stand:

MR. BREWIN: Q: Miss Nishida, did you or your parents know anything about the sub-lease or assignment of the lease to Mrs. James? Did you know anything about it?

A: No.

Q Did your parents know anything about it?

A No.

20 MR. HUNTER: I have nothing else, my lord.

(Witness aside)

MR. BREWIN: I was going to call Mrs. Nishida on one point.

(MRS.) AI NISHIDA, a witness called on behalf of the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. BREWIN:

Q Mrs. Nishida, you are the wife of the claimant, Mr. Nishida?

A: Yes.

Q And we have put in here as an exhibit a lease which contains a long list of chattels which are

R. Nishida,
In Chief.

said to be in the form of the lease for the use of the tenant, Mr. Bradbury.

A Yes.

Q And we have also had put in as Exhibit 6 a very much shorter list with the statement "Goods to be used by Mr. Bradbury". Can you explain how these two documents apparently inconsistent came to be signed?

THE COMMISSIONER: What are the two exhibits? Exhibit 6—

10 MR. BREWIN: Exhibit 6 was the second one, and the last Exhibit, 7, I think.

MR. HUNTER: Exhibit 7 and 8, my lord. One was the J.P. form and the other the lease with the long inventory.

A It was our understanding that the long list of chattels was to be left on the farm, but not to be used by the tenant, but for or five days before we were evacuated he asked permission to use certain things which was when the short list was made out, and we agreed he could use those things included on the short list.

20

MR. BREWIN: Q: Is this his signature on the shorter list?

A: Yes.

Q What was the date that you were evacuated?

A May 22nd, 1942. We left the house on May 22nd, 1942.

Q Do I understand it correctly that after the lease was signed and after the J.P. form was signed, the tenant came and asked if he could use some of the things, and this second list, Exhibit 6, was

30

A. Nishida,
In Chief.

made out?

A: Yes.

Q Therefore if the original J.P. form has a declaration signed by your husband that they were for the use of Mr. Bradbury, the lessee, that wasn't correct?

A That is a misunderstanding, because I think we later made the short list setting out the things that could be used.

THE COMMISSIONER: Q: Well, having done that, did you notify the Custodian that the tenant was not to be permitted to use any of the chattels except those enumerated on Exhibit 6?

10

A: No, we didn't notify the Custodian but it was done through the agency of a Mr. King at Stevenson who was a notary public.

THE COMMISSIONER: All right. Any cross-examination, Mr. Hunter?

MR. HUNTER: No, my lord.

THE COMMISSIONER: That is all, thank you.

(Witness aside)

20

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. P. Horrabin

"J.P. HORRABIN"
Official Reporter.

30

Defence Brief

Masajiro NISHIDA

File No. 9208

Case No. 1083

TORONTO
25 March 1948
V.L.A.
Sheet A 34-15

REAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 1 Land & Buildings

Lot 17, and part 1.45 acres of Lot 10, Section 2 Block 3 N
Range 7W Map 963 - 143 Garry Street.

<u>Amended Claim</u>	<u>Appraised at</u>	<u>Sale Price</u>
\$4600.	\$1500.	\$1473.

Witness: Appraiser, J.D. Patterson

Appraiser (Patterson) reported - Dwelling shabby, roof about re-shingling stage. House 20 years old. Land in fairly good condition.

Claim 2 Land & Buildings

Lot 21, Section 2, Block 3 N, Range 7 W, Map 963

V.L.A.
Sheet A 34-16

<u>Amended Claim</u>	<u>Appraised at</u>	<u>Sale Price</u>
\$2750.	\$1000.	\$982.

Witness: Appraiser, J.D. Patterson.

Appraiser (Patterson) reported - Property fairly well situated - no dwelling house, building is more or less a storage shed.

It was submitted that the real property was sold for its fair market value.

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 3 Amended Claim

Furniture	\$476.25
Farm Equipment	865.20
	<u>\$1341.45</u>

1341.45
156
1485.45

Goods to the value of \$156. were sent to claimant and claims for this amount were withdrawn. (Trans. Pages 13 & 14)

(a) Furniture value	\$228.90	Sold by auction for	\$97.25
(b) " "	80.00	Sold by tender for	\$35. (App. at \$35.)
(c) " "	167.35	Recorded now missing.	
	<u>\$476.25</u>		
(d) Farm Equipment value	\$98.00	Sold by auction for	\$18.10
(e) " "	767.20	Recorded now missing.	
	<u>\$865.20</u>		

Claimant stated that he left his goods at 143 Garry Street, Steveston, some of which he gave permission to the tenant, Mr. C.H. Bradbury, to use. The farm implements were also left on the property for his use.

The property was sub-let by Bradbury to a Mrs. JAMES and when Custodian's representative made a routine check at Steveston, he found the chattels mostly broken and the farm equipment of poor quality. This was the first intimation that Custodian had of the property having been sub-let.

It was submitted that the damage to these chattels was caused by the tenant placed in charge of the property by the claimant and accordingly, it was the claimant's own agents who were the cause of destruction or loss.

It was further submitted that all these chattels were left under the custody, control or management of some person other than the Custodian, appointed by the owner, and only those chattels which came under the custody of the Custodian are within the Terms of Reference.

Claim 4 Truck

Claim

\$200.

Appraised at

\$75.

Sold by tender for

\$80.

Witness: Appraisers, McDermott Motors.

It was submitted that this vehicle was sold for its fair market value.

Summary of Defence Witnesses

J.D. Patterson
Thompson & Co.
Mr. Harris
W.G.B. Thompson
McDermott Motors

Where required

1 & 2	Appraiser
3 (a)(d)	Auctioneers
3 (a)(d)(c)(e)	Staff
3 (b)	Appraiser
4	Appraisers

Name of Claimant

NISHIDA, Masajiro

Case 1000

Custodian File

9000

REAL PROPERTY										Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
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		
					1473. 902.	735.50 563.95			735.50 563.95	
PERSONAL PROPERTY										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column			
20.00	20.00								20.00	
NETS										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
MISCELLANEOUS CHATELS										
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			
222.40	123.10	39.93	49.52%	938.05	464.52	75.00	4.20	508.55		
TOTAL RECOMMENDATION									1002.10	

October 17th, 1950.

Mr. Masajiro NISHIDA,
269 Coleridge Ave.,
Toronto, Ontario.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1083

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$1,822.10.

Cheque in your favour is enclosed for \$1,716.70
and we have paid the Co-Operative Committee .. \$ 105.40
for legal fees as authorized by you.

Yours truly,

FCS/js
1 encl.

F.G. Shears
Director