

10875

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: KONISHI Saiji

HOME ADDRESS: Porpoise Bay, Sechelt, B.C.

Now at Hastings Park, Vancouver, B.C.

REGISTRATION NUMBER 08878 SEX: Male AGE: 29

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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Satoko

ADDRESS OF WIFE OR HUSBAND: Same

NAMES OF ANY LIVING CHILDREN: None

ADDRESS OF CHILDREN: --

AGE OF CHILDREN: --

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

(1)
1. LOCATION AND DESCRIPTION: Porpoise Bay, Sechelt, B.C., Lot 4, 5 & 6, D.L. 1509 - 15 acres (approx. 4 acres cleared, balance grazing land).

(2) Selma Park, B.C., Lot 39, 40 & 41. D.L. unknown - 3 residential lots.

On
2. BUILDINGS AND OTHER IMPROVEMENTS: (1) One wooden shed. Attachment of portable saw mill.
On (2) One 1½ storey wooden frame building used as a store; One 20' x 40' Garage; one 3-roomed bunk house; two wood sheds.

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

On (1) approx. \$ 8.00 p.a. 1941 paid. The Oblate
4. TAXES (Amount and where payable) On (2) unknown. (Fathers will pay taxes during occupancy).
Provincial Collector, Court House, New Westminster.

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

6. OCCUPANCY AND LEASES (If vacant so state) (1) Leased to Oblate Fathers, Sechelt, B.C.

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: (1) In Declarant's possession.
Vancouver, B.C. (2) as explained later.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: (1) none. (2) as explained later.
9. IF FARM LAND STATE CROPS SOWN BY Oblate Fathers who will look after the harvesting.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

2. LANDLORD'S NAME AND ADDRESS:

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

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

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

CLAIM ON ANY SUCH PROPERTY

4. INSURANCE CARRIED ON ABOVE PROPERTY: _____
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: _____
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) _____
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) _____
8. BANK ACCOUNTS: _____
9. LIFE INSURANCE: _____
10. INTEREST IN ANY ESTATES OR TRUSTS. _____
11. SAFETY DEPOSIT BOX: _____

LIABILITIES:

1. PERSONAL DEBTS: _____
2. TRADE DEBTS: _____

REMARKS:- (2) was sold abt 3 yrs ago to Mr. A.M. Howell of Robert's Creek, B.C. (last known address) for about \$4000. Last payment (instalment) made Dec. '41. Balance due abt \$3000. Whether taxes which were to have been paid by Mr. Howell, have been paid is unknown. Declarant's lawyer Mr. Arthur J. Kapelle 165 W. Hastings St., Vancouver, B.C. is looking after this matter.

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 10th day of June 1942.

(Signature)

Saigi Kormishi

Geo. Howard
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE September 9th, 1943.

File No. 10875.

Name KONISHI, Saiti.

Deceased (2-3-1945)
(Surname in Block Letters)

Registration No. 08878.

☒ Male - Female
(Check)

Age November 18, 1913.

Former Address Porpoise Bay, Sechart, B. C.

Date Evacuated Sept. 22, 1942.

Naturalized - ☒ Canadian-Born - National
(Check)

Present Address c/o LeJac Indian School, LeJac, B. C.

Deceased on Mar. 2, 1945, at Refac, B.C.

☒ Married - Single
(Check)

Name of Wife Satoko #08879.

Name of Husband —

Name of Mother Hana #08880.

Name of Father James (Deceased).

Names of Children under 16 —

Requested by G. M.

Registered with Custodian Yes.
(Yes or No)

Additional Information Farmer. Owner of 15 acres at above address.

Chevrolet car 1929.

Jap Drowns

PRINCE GEORGE, March 7.
—Saiji Konishi, 32, Japanese,
drowned in Nechako River when
he stepped on thin snow-covered
ice while harvesting ice for the
Lejac Indian School at Fraser
Lake.

REAL PROPERTY SUMMARY

Catalogue No. Spec. Ad (Aug. 1/44).

File No. 10875.

Name: Saiji KONISHI.

Reg. No. 08878.

Address: Selma Park, Sechelt, B. C.

Legal Description: Vancouver Assessment District, Lots 39, 40, and 41, West portion of District Lot 1329, Group 1, New Westminster District, Plan 3777.

Classification: 1½ storey Store; Garage (20' x 40'), 3-room Bunk House, 2 Sheds.

Registered in the name of: SAIGI KONISHI.

State of Title (No. 6883-L): See "Administration" below.

Sold to: ALFRED MUSGRAVE HOWELL and ELLEN HOWELL (Joint Tenants) for \$1100.00 (\$500.00 Cash, balance (\$600.00) under Agr/Sale, dated Dec. 26/44.) Agreement for Sale payments completed Jan. 2/46.

As at: November 4th, 1944.

Title (No. 139260-L) in name of Purchasers left in Land Registry Office, Vancouver, as per L.R.O. card, dated Feb. 2/46.

Net proceeds of initial payment (\$464.25) released to credit of Saiji KONISHI on: March 5th, 1945, subsequent payments being credited as received.

Completed sales statement to evacuee sent on: March 15th, 1945.

Chattels: Not involved.

Insurance: None.

Administration: This property consists of 3 lots situated above Selma Park, on the road from Gibson's Landing to Pender Harbour. On this land there were: A 1½-storey Building used as a Store; a Garage (20' x 40'); a 3-room Bunk House; two sheds.

It was sold by the registered owner to A. M. Howell, under an Agreement for Sale dated Oct. 1/38 (one copy on file) for use as a half-way stop on purchaser's newly established Gibson's Landing-Pender Harbour Bus Service. The outbreak of war terminated the Bus Service, and with it Howell's ability to implement his contract.

(Over)

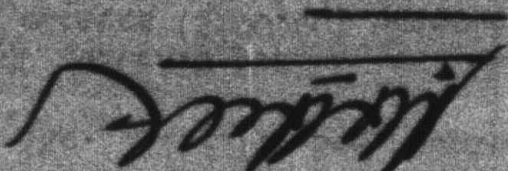
Following a long period of vacancy A. M. Howell signed a quit claim (June 1/44) and this office advertised the property for sale, giving Howell the option of matching the highest bid (with a view to protecting his investment in improvements to the property).

The above option was exercised by A. M. Howell, who re-purchased the property for \$1100.00 under Agreement for Sale dated 26th December, 1944 (on file).

For further details see Memorandum dated March 16th and May 29th, 1944.

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

11th December, 1946.



RGB/P.

REAL PROPERTY SUMMARY

Catalogue No. S.S.B.

File 10875.

Name: Saiji KONISHI (Deceased—March 2nd, 1945).

Reg. No. 08878.

Address: Porpoise Bay, Sechart, B. C.

Legal Description: Vancouver Assessment District, Lots 4, 5 and 6, District Lot 1509,
Group 1, New Westminster District, Plan 3658.

Classification: Wooden Shed.

Registered in the name of: SAIGI KONISHI.

State of Title: ($\frac{1}{2}$ Reversion to Crown).

Sold to: THE DIRECTOR, SOLDIER SETTLEMENT AND VETERANS' LAND ACT for \$193.00.

As at: January 1st, 1943.

Payment received: June 9th, 1944.

Receipt of Title (No. 102609-L) acknowledged by Purchasers on: June 9th, 1944.

Completed statement to Evacuee sent on: June 28th, 1944.

Net proceeds (\$193.00) released to credit of Saiji KONISHI as of: January 1st, 1943.

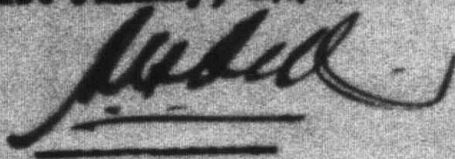
Chattels: Not involved.

Insurance: None.

Administration: This parcel of farm land was included with the main farm property registered in the name of this Evacuee's mother, and carried in her file (file 10873, Hana KONISHI).

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

21st January, 1946.



RGB/P.

FIRE INSURANCE

AUTOMOBILE - FULL COVER

PERSONAL PROPERTY FLOATER

Caledonian Insurance Company

Founded 1805

The Oldest Scottish Insurance Office

British Columbia Branch

HEAD OFFICE FOR CANADA
MONTREALMANAGER
REGINALD L. YOUNGFRED A. BURGESS
BRANCH MANAGER
VANCOUVERCHAR. P. SMITH
AGENTGIBSON'S LANDING,
B.C.

Agency

EVACUATION SECTION	
Rec'd	APR 29 1944
File No.	10875
Ans.	
Referred	Bell

Re. G. Bell Exp

Dear Sir

Yours of April 20/44 Re Valuation, Saigi Koiishi,
Reg 08848. I made a trip out to the Property
yesterday, & Lots 39, 40, & 41. I would Value
at from 75⁰⁰ to no more than 100⁰⁰ each.
The Buildings are worth no More than
300⁰⁰ This would make a Value on the
Property & Build^g at 900⁰⁰ & no More than
1000⁰⁰ This is My Valuation on Said Lots &
Build^g & Based on other Lots in the Vicinity
Thanking you & Hoping this is the Information
you wish I am yours Very
Truly Chas P Smith

P.S. My Fee for this Service is 7⁵⁰
Thank C.P.S.

10873.

April 20th, 1944.

Mr. Charles P. Smith,
Gibson's Landing,
B. C.

Dear Sir:

Re: Saiti KONISHI - Reg. 08878.

We desire to have an up-to-date appraisal of the property known as: Vancouver Assessment District, Lots 39, 40 and 41, Westerly portion of District Lot 1329, Group 1, New Westminster District, Plan 3777, and we shall be glad to know if you will undertake the work, or if not, whether you can recommend a properly qualified person who would do so.

The above Evacuee is the registered owner of the property, which is situated on the highway between Davis Bay and Selma Park (Sechelt). The Improvements consist of a Store, large Garage, Bunk House and Sheds.

In the City we pay a fixed fee of \$5.00 per valuation, plus mileage at the rate of 8¢ per mile and actual out-of-pocket expenses, but in outlying districts we are prepared to increase the fee to \$7.50, or if necessary \$10.00.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.

10875/Special
ADM.

LAND REGISTRY OFFICE

Vancouver, B.C.

2/2, 1946

No. 139260-L

In the name of

C. M. Howell et al

This registration has been completed. The Certificate of Title remains on file on behalf of all persons interested.

See section 162, "Land Registry Act."

Yours truly,

W. C. BROWN, Registrar.

Per

[Signature]

SM 1148-9216

KONISHI, Seiji

10875

(See also Files 10873 & 10874)

COMPANY	POLICY NO.	AMOUNT	EXPIRATION			PROPERTY
			MONTH	DAY	YEAR	
Asian Indemnity Company	62938	\$2,000.	Oct.	15	1945	Blk. 6, Subdiv. of D.L. 1471, Plan 3360, near Seabolt, D.C.
Fire & Marine Insurance Company	75009	\$1,000.	Feb.	1	1948	Lots 37, 40, Western Portion District Lot 1329, Seabolt, Dist. of Salma Park, D. C.

NO CUSTODIAN INSURANCE INTEREST AT THIS DATE.

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

11th December, 1946.

[Signature]

RGB/P.

LIABILITIES SUMMARY

File 10875.

Saiji KONISHI (Deceased).

Reg. No. 08878.

X (1) \$49.04 Canadian Bakeries Ltd. (30th April, 1942, Statutory Declaration against Saiji KONISHI, Sechelt).

X (2) \$36.60 Clark Fruit & Produce Co. Ltd. (30th April, 1942, Statutory Declaration against Saiji KONISHI, Sechelt).

*originally
filed in
the Court
at Sechelt*

*Oct 19.43 Mr. R. H. M. v. C. H. M. acting for "United Agencis Ltd."
Considerable effort has been made to identify the debtor
but no trace has been found in this file.
The above summary is certified to be in accordance with the information on file.
have taken any action.*

21st January, 1946.

[Signature]

X Claimant refused to Official Return.

REPLY.

Apr. 10/49. M.B. in error as

*No action has yet been taken to
have the estate administered as for
as the file shows. Aug 12.47 Allen.
See also the July 23.47.*

See Act. 21/1/46.

PERSONAL PROPERTY SUMMARY

File 10875.

Saiji KONISHI, Dec'd.

Reg. No. 08878.

This 29-year old Canadian-born Farmer from Porpoise Bay, Sechelt, signed a Custodian "JP" form on the 10th June, 1942. He was evacuated on the 22nd September, 1942. He lost his life by drowning, at LeJac, B. C., on March 2nd, 1945.

He was the eldest son of the late James Konishi (no file) and Hana Konishi (File 10873) and operated the family farm at Sechelt with his mother and brother.

His 22-year old wife, Satoko (File 10872) signed a Custodian "No Property" card on the 10th June, 1942. She was evacuated on the 22nd September, 1942, at which date there were no children.

Chattels: Saiji KONISHI declared no chattels of his own. His interest, if any, in the Livestock, Equipment and Chattels on the farm at Sechelt, which appears to have been operated by the family collectively, is not indicated.

Specified Articles: A 1930 model "A" Ford car, of which this evacuee was the registered owner, was sold (see Nov. 10/43) by this office for \$75.00, proceeds being credited to this account.

Bills Receivable: None.

Bonds, Shares, etc.: None.

Bank Accounts: None.

Life Insurance: None.

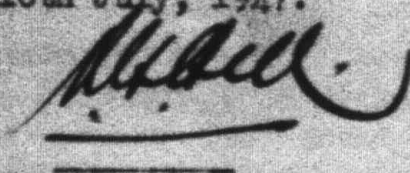
Liabilities: See Liabilities Summary for particulars of: (1) a claim (\$49.04) filed on behalf of Canadian Bakeries Ltd., and (2) another (\$36.60) filed on behalf of Clark Fruit & Produce Company, Ltd. These claims are against "Sagi Konishi, Sechelt" and correspondence exchanged with Macrae, Montgomery & Clyne, acting for both claimants, has not definitely established debtor's identity.

Funds: There is a balance of \$1,207.53 standing at the credit of this account at the present time, (see over for extract of ledger account).

There is no other personal property interest in this file.

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

10th July, 1947.



RGB/P.

Nov. 25/42	Certificates of Encumbrance--2 properties	\$ 2.00	
Nov. 10/43	Proceeds of sale of 1930 Model "A" Ford car	\$ 75.00	
May 1/44	Appraisal fee (Smith) Selma Park property (Lots 39, 40 & 41)	\$ 7.50	
June 5/44	Registration fees--quit Claim Deed and new Certificate of Encumbrance for Lots 39, 40 & 41	\$ 2.00	
June 13/44	S.S. & V.L.A. - proceeds of property sale less charges: V.L.A. Registration fee \$ 3.00 Share of legal charge \$15.00 New C/E (Lots 4, 5 & 6) \$ 1.00	\$ 193.00	
June 16/44	Registering cancellation of Filing Station Lease	\$ 1.00	
Sept. 28/44	Advertising Selma Park property (Lots 39, 40 & 41)	\$ 18.80	
Oct. 16/44	New C/E (Lots 39, 40 & 41)	\$ 1.00	
Nov. 4/44	A. M. Howell--proceeds of sale of Selma Park property--Cash	\$ 500.00	
Nov. 23/44	Taxes (Lots 39, 40 & 41) for 1940-1944	\$ 125.57	
Dec. 19/44	Appraisal fee (Hackett) Selma Park property (Lots 39, 40 & 41)	\$ 7.50	
Jan. 30/45	Closing Adjustments, Selma Park property	\$ 6.50	
Feb. 1/45	Registration fees, Selma Park property (Transmission and Agr/Sale)	\$ 8.45	
Various	Balance of Selma Park property Agreement for Sale (principal) Agreement for Sale (interest)	\$ 600.00 \$ 25.85	
Today	Balance on hand	\$1,207.53	
		\$1,400.35	

CHATELAIN SUMMARY

File 10675.

Mrs. Hana KONISHI.

Reg. No. 06890.

The farm equipment and household and personal chattels left on the farm at Seckelt were placed under the care of the Oblate Fathers of the Seckelt Residential School by the family, consisting of the widow, Hana, of the late James KONISHI; 3 sons, Saiji (married, now deceased), Sanji and Shoji; and a daughter, Aki.

An inventory, dated April 25th, 1942, signed by Sanji KONISHI (youngest son), left behind to look after the property on behalf of the family, and Father J. M. McNeill, on behalf of the Oblate Fathers, and witnessed by Thomas J. Cook, J.P., is on this file, together with a copy of the Agreement, dated May 25th, 1942, signed by the same parties, and original of the report, dated June 29th, 1942, made by Messrs. E. E. Wright and E. T. Reed of this office, on their visit to the farm.

In a letter dated October 23rd, 1946, the Oblate Fathers expressed a desire to be relieved of their obligations under their agreement and were referred to the Konishi family, to whom this office also addressed letters on Dec. 3/46 and Feb. 13/47, to which no replies have been received up to this date. The chattels of the family (who did not declare any individually) therefore remain the care of the Oblate Fathers.

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

9th April, 1947.



WCB/T.

RE: ENEMY ALIEN PROPERTY

Report on KONISHI property at Sechelt, B. C.

March 23rd, 1942.

I visited this farm this morning and made a general list of the livestock and real estate owned by the Konishi family. The family - resident at Sechelt for upwards of 40 years - consist of the widow of the late James Konishi, 3 sons (the eldest of whom is married) and one daughter. With one exception (Sanji-the second boy) the family have cleared out. This boy is looking after the livestock and the place, and I recommend that he be left to take care of the place until such time as the Govt. arrange for a caretaker, otherwise, if no care is taken of the property, everything that is movable will be stolen. Already people are looking around to see if the place is unprotected, and the moment it is seen that this boy leaves for Vancouver, they will start moving stuff off the place. Some of these people looking over the place are strangers to this district.

As regards renting or selling the property, I would recommend that the Sechelt Residential School, who are under the Indian Department, be given the chance to rent the property. They are already purchasing the milk from the farm, and as they have a knowledge of farming, I think they are the logical people to take it over, either to rent or purchase.

This farm has been operated as a dairy and vegetable farm. Milk and vegetables being sold off the property for many years. Also small fruits, Apples, etc. The land is in good shape, having been well taken care of in manuring. It grows sufficient hay to feed 8 to 10 cattle. Good grazing for stock all the year round. Is well watered, situated on the south side of Porpoise Bay.

Attached is a general list of the livestock.

The farm (described above) consists of Lots 1471-1509 N.W. division. Area 32 acres. 16 acres under cultivation. 16 ac. grazing. Buildings consist of the Dwelling house with household furniture 5 Bedrooms, Dining room and kitchen. Lean to with Wood sheds, and other small outhouses attached to dwelling house.

Barn - approximately 40' x 50'.
Garage. 14' x 20'

Chicken house - Pig house - Bull pen - Root house.

On the North side of Porpoise Bay Lot 5266, consisting of 156 acres. This land has been partially logged. A. Crucil, Sechelt, has the cutting rights, and is cleaning up.

Salma Park - 3 lots D.L. 1329. N.W.D.

Cottage with three rooms. Sold to A. M. Howell on terms. Howell agreed to pay the back taxes, but has not done so. Three years taxes now due. Payments were to be \$15.00 per month. Howell paid some money on the property, but has failed in his payments for the first three months of this year. Howell rented this to J. Pinchbeck for some months, but it is now vacant.

Garage - on next lot. A large rough frame building. This could possibly be rented.

Store. On next lot to cottage (on other side from Garage) this building is situated and consists of 4 rooms and an upstairs. Frame building, roughly constructed.

This could be rented as a dwelling house.

*Original in File 10873
(check 3rd section)*

"R. S. Hackett"
Sechelt, B. C.

March 23rd, 1942.

Farm Appraisal Report

File No. J.L. 749

Land Description Lots 4, 5, & 6, D.L. 1509, Gr. 1, Map 3658, N.W.D.Containing 15 AcresOwner's Name Saigi KONISHIPost Office Address Sechelt, B. C.Nearest ^{shipping} Point (Boat at Sechelt)Distance 2 1/2 miles.Market Town Vancouver and Sechelt.Distance 41 "Church (give denomination) R.C., Anglican and UnitedDistance 2 1/2 "Nearest School Sechelt UnitedDistance 1 1/2 "State how property was identified: Forestry Map & L.R.O. sketch.

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

No road opened. Trail only across Mrs. Konishi's land.Is this district a good one? No.Employment opportunity Limited in logging camps in area.Predominating Nationality and religion: British. Roman Catholic.Describe Fencing and its condition: None except rail fence around cultivated Value \$ Inc. in land.
land.Water supply: Not developed.

Value \$

BUILDINGS ON FARM

10875

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	X	Small log shack.		No real	value,		used as a	woodshed.
	X							
	X							
BARN	X							
	X							
BARN	X							
	X							
GRANARY	X							
	X							
	X							
	X							
	X							

Total present day value \$

Total Value Buildings add to farm

\$

Is dwelling habitable without repairs?

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

habitable?

\$

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished

Are buildings painted? Condition of paint

Distance from nearest bush

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
2.3	East slope.	8" light & coarse sdy. loam	Gravelly clay.	Potatoes - late.	30.00	2.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
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
12.7	Nature of soil, presence of large rocks & density of covering puts this acreage out of the agricultural class. Now a range for cattle. Has a value for that as added acreage to Mrs. Konishi's farm plus an indeterminate value for shingle bolts in the bush covering. This () estimates at price					10.00

shown.

Total value of Land \$ 196.00

Total added by buildings to value of farm \$

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

Total value of farm \$ 196.00

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

Tillage good. Now cropped by Roman Catholic Orphanage who have a caretaker residing
in the Mrs. Konishi's farm adjoining.

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

Only as added acreage to Mrs. Konishi's farm.

Noxious weeds: None in evidence.

Give approximate detail and
amount of all annual taxes and
names of Taxing Authorities:Municipal and School - \$8.00
Provincial Collector - New Westminster.

Date: August 1942.

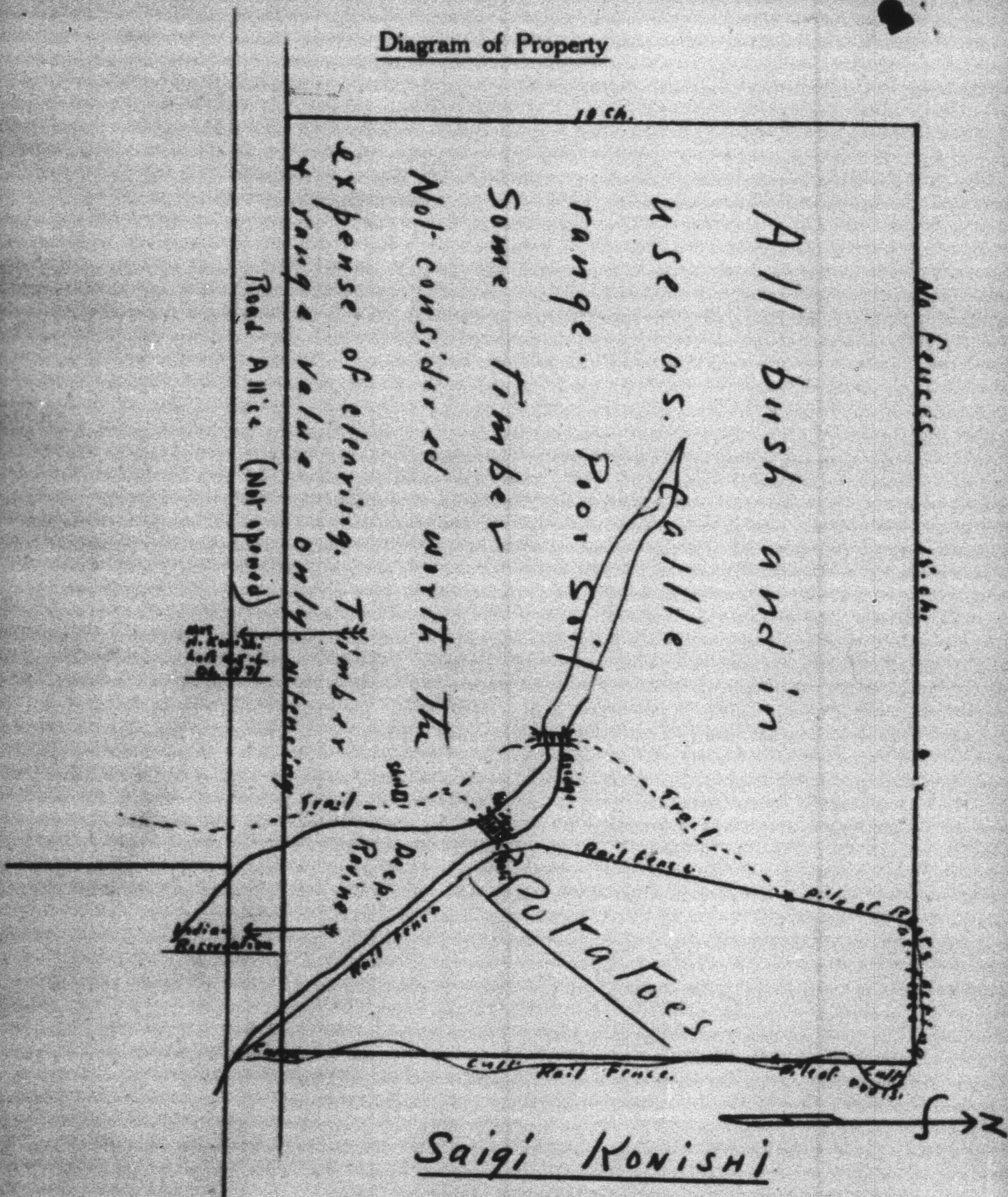
Place: Sechelt.

I certify that the above report is based on a personal examination
of the whole farm made on the 4th day of August 19 42.

Inspector's Signature "B. C. Wormworth"

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

Diagram of Property



Saigi Konishi

Holds 4-5-16- DL. 15-09- Group 1

Map 3658- N.W.P.

15 acres.

Scale 2 chains.

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

value is \$ 150.00

Date 6th August 1942

"I. T. Barnet"

District Superintendent.

Farm Appraisal Report

Remarks:

Not a farming unit. Suitable only as an addition to the existing farm held under the name of Mrs. Bana Konishi, Mother of Saigi, and it is as such that I have placed my valuation upon it.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Total \$

Amount fruit trees add to value of farm \$

Canada

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

JAPANESE EVACUATION SECTION

JUN 28 1944

File No. 10875

Reg. No. 08876

506 Royal Bank Building,
Vancouver, B. C.

JUN 28 1944

Mr. Saiji KONISHI,
Registration 08876,
c/o Le Jac Indian School,
Le Jac, B. C.

Dear Sir:

Re: Vancouver Assessment District - Lots 4, 5 and 6,
District Lot 1509, Group 1, New Westminster District.
Plan 3658. *MS*

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	\$ 193.00
Add:	
Unexpired insurance premium as at January 1st, 1943	_____
Less:	
Tax arrears to December 31st, 1942	\$ _____
Registration fee	3.00
Encumbrance—Principal	_____
—Interest	_____
Net proceeds of sale	<u>190.00</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.

1943	Jan. 1	Cr. Re Sale of Property	190.00		
		Land Registry Office			
		Certificate of Encumbrance	2.00		
1944	May 1	Appraisal Fee - Selma Park Property	7.50		
	June 5	Registration Fee " "	2.00		
			11.50		
			<u>190.00</u>		
			178.50	Cr.	
					177.50 Cr.

Dr. Cr. Balance

REAL PROPERTY MEMORANDUM

File No: 10875.

Name: Saigi KONISHI. Reg. No. 08878.

Catalogue No.

Re: Konishi Farm, Porpoise Bay,
Sechelt, B. C.

TITLE AND ENCUMBRANCES.

A. Title No. 85978-X.

Property: Vancouver Assessment District, Lots 4, 5 and 6, District
Lot 1509, Group 1, New Westminster District, Plan 3658.

Name: Saigi Konishi.

Whereabouts: in Saigi Konishi's possession.

B. Charges.

Registered: None.

Vested: Yes. Filing No. 34955.

Unregistered.

Taxes: \$6.90 (1943)

Insurance: Nil.

Assessed Value: Land \$300.00. Improvements: Nil.

Valuation by appraiser.

Amount of Bid:

Approved by Advisory Committee.

Paid as shown in attached letter.

Name of transferee as attached letter.

ADMINISTRATION.

Tenancy: Under Lease Agreement to the Oblate Fathers of the Sechelt
Residential School, Sechelt, B. C.

Chattels: Nil.

148

Advertisement appearing in Vancouver
Newspapers on August 1st, 1944

Department Of
The Secretary Of State Of Canada
Office Of The Custodian
**REAL PROPERTY
FOR SALE BY TENDER**

The Secretary of State of Canada, acting in his capacity as Custodian under or by virtue of the Revised Regulations respecting Trading with the Enemy (1943) hereby offers for sale by public tender such interests as are vested in him in the following properties:

Lots 25, 40 and 41, Westerly portion of District Lot 1385, Group 1, New Westminster District, Plan 2777, Vancouver Assessment District situated at Selma Park, Sechelt, containing a 2 1/2 storey stone, garage, bunk house and two sheds.

Part 16.612 acres more or less of the Northeast quarter of Section 41, Township 12 as shown and coloured Red on Sketch deposited as No. 6882 together with parcel 17 shown coloured Green on Map 1794, Municipality of Matsqui in the District of New Westminster being a farm property at Aldergrove.

Lot 15, Block 1, Southwest quarter of Section 45, Town of Hastings Suburban Lands, City of Vancouver, being a vacant lot in the 2500 Block East 40th Avenue.

Lot 15, Block 2, Southeast quarter of Section 45, Town of Hastings Suburban Lands, Plan 2700, City of Vancouver, being a vacant lot in the 2500 Block, Boundary Road.

Lot 65, Subdivisions "C" and "D" Block 182, District Lot 2644, Group 1, New Westminster District, Plans 1090 and 1771, known as 1825 East 11th Avenue, Vancouver, containing a 5-room dwelling.

District Lot 2645, Group 1, District of New Westminster located near Sechelt containing 140 acres more or less of logged over land.

Block "D" of part of the Northwest quarter of Section 15, Block 5 North, Range 1 West, Map 5000, Municipality of Surrey in the District of New Westminster consisting of 7.08 acres more or less containing a 5-room house, barn and out-buildings on Johnston Road, 1/2 mile north of North Road.

Tenders for the purchase of such interests in the above described property as are vested in the Custodian will be received subject to the following terms and conditions:

1. Each tender must be for one of the parcels described, but a separate tender may be filed for each of several parcels.
2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
3. A certified cheque payable to the order of The Secretary of State or Custodian for ten per cent (10%) of the amount offered must accompany each tender. The deposit will be forfeited as liquidated damages if the tender is accepted and not completed by the purchaser immediately upon his being required to do so by the Custodian.
4. Each tender must be in a separate sealed envelope addressed to The Office of the Custodian, 505 Royal Bank Building, 675 West Hastings Street, Vancouver, B.C., and each envelope must be marked on the outside "Tender for Real Estate."
5. The balance of the purchase price shall be paid in cash.
6. All adjustments shall be made as of the date of conveyance.
7. The property is sold subject to existing leases and encumbrances, if any.
8. The property is offered for sale without any warranty whatsoever by the Custodian as to location or condition of buildings or improvements or the existence or non-existence of any encroachments.
9. The Custodian reserves the right to cancel any accepted tender and to refund the deposit at any time prior to delivery by him of the conveyance or transfer.
10. Neither the highest nor any tender will necessarily be accepted.

Cheques in respect of unaccepted tenders will be returned in due course.

Tenders will be received by the undersigned up to Noon, Pacific Daylight Saving Time, on the Twenty-sixth day of August, 1944. Further particulars may be obtained during office hours any day up to noon on the Twenty-fifth day of August, 1944, and arrangements made with the undersigned to inspect the said premises.

DATED at Vancouver, British Columbia, this 1st day of August, 1944.

THE CUSTODIAN,
505 Royal Bank Building,
675 West Hastings Street,
Vancouver, B.C.

*See File 10875
11-15-19-1944*

Vancouver B.C.
 1628 Stephens St.
 October 1st 1944

Rec'd OCT 11 1944
 File No. 10875
 Ans. Peter
 Referred

Custodian of Enemy Properties
 Royal Bank Bldg
 Vancouver
 B.C.

Attention Mr. Bell.
 Tel. No. 39.40041
 D.H. 1329. Selma Park.

Dear Sir:-
 and say:

As requested by you in our telephone conversation of today's date, I herewith confirm my offer of purchase, under date of Sept. 19th of the above mentioned properties, at and for the sum of Eleven Hundred Dollars (\$1100⁰⁰) on the following terms: viz: Five Hundred Dollars (\$500⁰⁰) cash. Cheque herewith enclosed, and the balance of Six Hundred Dollars (\$600⁰⁰) to be paid in twenty four (24) monthly payments of five Dollars (\$25⁰⁰) plus interest.
 Awaiting your further instructions.
 Yours truly, *W. J. Howell*

Seckelt B.C.

Aug. 29 / 44

Custodian of Alien Property.

Dear Sirs -

Rec'd	AUG 31 1944
File No.	10875
Ans.	But
Referred	Harper.

I have heard the following property is for sale - and would like to here by - make the cash offer of - \$1,250⁰⁰ (one thousand two hundred and fifty dollars)

Lots 39, 40, 41 - West Portion
of D.L. B 29 - Group-1. New West Ranch.
Plat 3777.

Yours very truly
J.E. Spangler
(J.E. SPANGLER)

Rec'd	
File No.	10875
Ass.	W.H.H.
Received	Harrop

Aug 25th 1944

Sender,

Lots 39, 40, 41. D. L1329
Group 1, New Westminster

Koniaki, Selma Panta

\$ 1050⁰⁰

Certified cheque \$105⁰⁰ perewith.

J. H. Jackson

443 Abbotts St.,

Vancouver.

AUG 31 1944
\$105⁰⁰
28

Copy for Mrs. McArthur

10675

November 4, 1944

Mr. G. H. Howell,
1628 Stephens Street,
Vancouver, B. C.

Dear Sir:

Re: Selma Park, Sechart, B. C.
Lots 33-40-41, E. side of D.L. 1329

Your letter of October 7th enclosing cheque for \$500.00 and offer to purchase the above property for the sum of \$1,100.00, \$500.00 down and the balance of \$600.00 payable in 24 monthly payments of \$25.00 plus interest at 5% per annum, has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. Kindly advise full name, address and occupation in order that the necessary documents may be prepared. When these are ready for signature we will notify you in order that you may attend in this office for their completion. The documents will then be forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, they will be signed and returned to this office.

After the documents have been received a statement of adjustments of taxes, etc. will be prepared, including registration fees, calculated as of the date of this letter, and forwarded to you.

Yours truly,

F. G. Shears,
Director.

Date... October 14th, 1944.

REAL PROPERTY MEMORANDUM

File No. 10875.

Name... Saigi KONISHI... Registration No. 08878

Re: Catalogue No. Special Sale (Aug. 1, 1944).

Address: Selma Park, Sechelt, B. C.

Legal Description: Lots 39, 40, 41, W. portion of D.L. 1329.

TITLE AND ENCUMBRANCES.

A. Certificate of Title No. 794/6883-L Whereabouts: L.R.O., Vancouver, B. C.

Registered owner: Saigi KONISHI Reg. No. 08878.

Property: Vancouver Assessment District, Lots 39, 40 and 41, Westerly portion of District Lot 1329, Group 1, New Westminster District, Plan 3777.

B. Charges.
Registered: None.

Vesting: 34957.

Unregistered: No evidence of any.

Taxes:	\$23.10 (1942).	(1944 Assessment applied for).	(1940: \$21.15
			(1941: \$23.60
			(1942: \$23.10
			(1943: \$23.10
			(1944: \$22.40

Insurance: Nil.

Assessed Value: Land: \$300.00. Improvements: \$700.00.

Valuation by Appraiser: \$1000.00.

Amount of Bid: \$1100.00.

Approved by Advisory Committee: 12/10/1944.

Paid as shown in attached letter: \$500.00 paid. Bal. \$600 to be pd. in 24 monthly payments of \$25 plus int. 5%.

Name of transferee as attached letter: Alfred Musgrave Howell, & Ellen Howell,
1628 Stephens St., Vancouver.

ADMINISTRATION.

Tenancy: Monthly tenure (state consideration & whether including or excluding furniture or equipment)

Leasehold: (State period, consideration & unusual clauses and whether including or excluding furniture or equipment)

Chattels: Particulars of those stored on the premises.

Named Agent: Office.

R. G. Bell.

File No. 10875

NATURE OF ENCUMBRANCE .Agreement for Sale..... or
(registered) (unregistered)

Name of Owner of Property KONISHI, Saigi..... Reg. No. 08878.....

AddressSechelt, B.C.....

OccupationFarmer..... Age ...29.....

Registered Owner of Property C.T.No. ...6883-L.....

Property:

Property Address Mun.

Legal Description ...Lots 39-40 and 41, Westerly portion of D.L. 1329.....

Group 1, N.W.D., Plan 3777..... L.R.O.14008-M.....

Nature of interest 14013-M.....

Particulars of Encumbrance:

Date1st October, 1938.....

Parties to document:

Name ..Saigi KONISHI..... Vendor.....

Address Sechelt, B.C.....

Name ..Alfred Musgrave Howell..... Purchaser.....

Address Roberts Creeke, B.C., now 1628 Stephens Street, Vancouver, B.C.

Principal Amount ...\$3300.00.....

Terms of PaymentSEE REVERSE SIDE.....

..... Rate of Interest

Arrears, if any: Principal Interest

Balance owing as at this dateFurther information on reverse side.....

Standing of Taxes: Arrears Current

Insurance:

(1) Agent Company

Policy No.Ant. Prem Exp.Date

(2) Agent Company

Policy No.Ant. PremExp.Date

Nature, particulars and whereabouts of unregistered documents, if any:

Dated atthis day of A.D.1942.

CERTIFIED CORRECT:

(Signature)

R.P. 14005-M dated 1st October, 1938 to Alfred
Musgrave Howell, Merchant, Roberts Creek, B.C.
for \$3300.00:
\$15.00 cash; on 1st of each and every month
\$15.00 shall be paid during the first five year
period and during the second five year period
thence ensuing and thereafter the sum of \$25.00
shall be paid on the first day of each and every
month during the third five year period thence
ensuing, making total payments in the sum of
\$3300.00-Lease 14013-M dated 30th of June, 1939,
5 years from 1st July, 1939, option renewal, to
Standard Oil Company of B.C., Ltd.
This last Lease has been cancelled, see memo on
file.
Letter Mr. A.M. Howell, Roberts Creek, B.C., has
been returned "present address unknown".
Since located at 1628 Stephens St., Vancouver, B.C.
Mr. Howell has been in touch with Mr. A.J. Kappela,
Kontshi's Solicitor, Black Block, 163 W. Hastings
Street, and a new agreement is now being drawn up.
We have on hand Mr. Howell's original agreement.

10875

This Agreement,

made in triplicate this 1st

day of October in the year of Our Lord one thousand nine hundred and forty three-eight
BETWEEN

Saigi Konishi, Merchant, of Sechelt, in the Province of
British Columbia

Name,
Address, and
Occupation
of Parties

AND

hereinafter called the "Vendor" of the one part

Alfred Musgrave Howell, Merchant, of Riberts Creek, in the
Province of British Columbia.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in Selma Park, in the Province of British Columbia, and being more particularly known and described as:

Lots 39, 40 and 41 of Subdivision of Lot 1329, Group 1, New Westminster District, according to plan deposited in the Land Registry Office at Vancouver, British Columbia, and numbered 3777

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of "W.J.M." Thirty-three hundred-----Dollars "A.M.H." of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that "S.K." is to say: the sum of fifteen-----(\$15.00)-----Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of \$15.00 shall be paid on the first day of each and every month during the first five year period next ensuing and thereafter the sum of \$15.00 shall be paid on the first day of each and every month during the second five year period thence ensuing and thereafter the sum of \$25.00 shall be paid on the first day of each and every month during the third five year period thence ensuing making a total of payments in the sum of \$3,300.00

There shall not be any interest paid or payable, at any time, upon this Agreement.

~~TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of~~
~~W.J.M. Thirty-three hundred-----Dollars~~
~~of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that~~
~~is to say: the sum of fifteen-----(\$15.00)-----Dollars~~
~~on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and~~
~~acknowledge), and the balance payable as follows:~~
~~The sum of \$15.00 shall be paid on the first day of each and every~~
~~month during the first five year period next ensuing and thereafter the sum of \$15.00 shall be paid on the first day of each and every~~
~~month during the second five year period thence ensuing and thereafter the sum of \$25.00 shall be paid on the first day of each and every~~
~~month during the third five year period thence ensuing making a total of payments in the sum of \$3,300.00~~

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOETH COVENANT, PROMISE AND AGREE to and with the Vendor that he will and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed. THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, hereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith. IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor BOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the ENCUMBRANCES, hereto belonging or appertaining, FREED AND DISCHARGED FROM ALL.

NONE

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor. AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste. AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof. THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser. AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided. AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Alfred Musgrave Howell, Esq.,

Roberts Creek,

British Columbia.

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisions and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND whosoever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment, or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness "Clara W. Eisner"

Street Address Roberts Creek

City B.C.

Occupation House-wife

"Saigi Konishi"
Sechelt, B.C.

"Alfred Musgrave Howell"

FOR ATTORNEY

I Herby Certify that, on the

day of

194 , at

, in the Province of British Columbia,

(whose identity

who is)

has been proved by the evidence on oath of
personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name

of
to the annexed instrument as the maker thereof, that the said

is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and

that he, the said

knows the contents of said

instrument, and subscribed the name of the said

thereto voluntarily

as the free act and deed of the said

under authority of a power of

attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,

Province of

THE ATTACHED AGREEMENT FOR SALE OF LAND IS A TRUE COPY

OF THE ONE GIVEN BY SAIGI KONISHI TO ALFRED MUSGRAVE

ish Columbia.
ish Columbia.

HOWELL DATED OCTOBER 1, 1938.

NOVEMBER 19, 1942.

or , in the Province of British Columbia,

DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.

2. At the time of the execution of the within instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

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

in the Province of

this day of

A.D. 194 }

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

Acknowledgment of Officer of a Corporation

I Herby Certify that, on the

day of

194 , at

, in the Province of British Columbia,

(whose identity has been proved by the evidence on

who is) personally known to me,

of

oath of

appeared before me and acknowledged to me that he is the

, and that he is the person

who subscribed his name to the annexed instrument as

of the said

and affixed the seal of the

to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,

at

in the Province of

British Columbia, this

day of

in the year of our Lord one thousand nine hundred and forty

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

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

[illegible]

109363

10875.

No. _____



LAND REGISTRY ACT

FORM E

Application for Cancellation of a Charge

Date June 15th, 1944.I, Walter Preth Edwards, solemnly declare

that I am [in case of solicitor (Solicitor for _____, and that)]

[in case of agent (of the full age of twenty-one years, that I reside in the Province of British Columbia, and that I am the duly authorized Agent of Saigi KONISHIand that)] he is entitled to the* _____ cancellation of the following charge, and I apply for cancellation accordingly.

†(a) By way of Mortgage

†(b) By way of Agreement for Sale

†(c) By way of Life Pension

†(d) Judgment

†(e) By way of Lease

I(a.) Registered in Indefeasible Fees Certificate No. 6883-LI(b.) Registered in Charge Book, Vol. _____ Fol. _____ No. 14013-M.

DESCRIPTION OF PROPERTY TO BE RELEASED.

Lot Forty (40) of Subdivision of Lot One Thousand
Three Hundred and Twenty-Nine (1329), Group One (1),
New Westminster District, Plan Three Thousand Seven
Hundred and Seventy-Seven (3777).

DOCUMENTS PRODUCED AS RELEASE.

DATE.	FROM.	TO.	DESCRIPTION OF DOCUMENTS.
1944 14th June	Standard Oil Company of British Columbia Limited.	Alfred Musgrave Howell	Surrender of Lease.

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 this 15th(Applicant) Walter Preth Edwardsday of June, 1944at Vancouver, British Columbia.(Full Post-office address)
for mailing notices and documents.

c/o Custodian of Enemy Property,
506 Royal Bank Bldg.,
Vancouver, B. C.

NOTE.—"If "partial" so state here. Province of British Columbia

† Strike out clauses not applicable. Use (e) for Charges not provided for.
† Fill in reference, and strike out clause not applicable.

File No. 10875.

June 7th, 1944.

MEMORANDUM

TO: Mr. A. P. Wright

FROM: Mr. D. A. Cramer

Saigi KONISHI - Reg. No. 08878
Lots 39, 40 & 41, Westerly
portion of D.L. 1329, Group 1,
San Bernardino Dist., Elms 3777.

ENEMY SECTION

Rec'd JUN 7 1944

File No.

Ans'd

Refer'd

We attach herewith the following documents in
connection with the above described property.

1. Copy of application number 109213, dated
June 2nd, 1944, registering Quit Claim Deed
from Alfred Maguire Howell to Saigi KONISHI.
2. Duplicate of Quit Claim Deed dated June 1st,
1944.
3. Original Certificate of Encumbrance.

D. A. Cramer

DAC:JS
Mch.

MEMORANDUM

File 10875.

Spec. Adv.

TO: Mr. Ian Macpherson.

FROM: Mr. R. G. Bell.

March 28th, 1945.

Re: Lots 39, 40 and 41, Westerly portion of
District Lot 1329, Group 1, New Westminster
District. Plan 3777.

The Assessor at New Westminster has telephoned today to say that (1) he has not been advised of the sale of this property, and (2) the Land Registry Office have not advised him of the removal of the Registered Charges (140088 and 140138) as shown by Certificate of Encumbrance dated 11/8/1944.

He suggests that Mr. Edwards might straighten this matter out for him as he is about to send out Supplementary estimates and as his records stand at present these must be for our account.

Property section of File 10875 is attached for your information.

MB

MB/P.

File No. 10875.
Catalogue No. Special Sale

December 16th, 1944.

MEMORANDUM

TO: Mr. K.W. Wright

FROM: Mr. Ian Macpherson

Saigi KENISHI - Reg. No. 08878
Vancouver Assessment District
Lots 39, 40 and 41, Westerly portion
of D.L. 1329, Sp. 1, N.W.D., Plan 3777.
Certificate of Vesting No. 34957.

We enclose herewith the following documents in
connection with the sale of the above described property.

1. Original Certificate of Encumbrance.
2. Transmission in duplicate.
3. Agreement for Sale in duplicate.....ALFRED MUSEGRAVE HOWELL.
4. Copy of letter showing to whom sold and price
paid for the property.
5. Memorandum from the Administration Department
confirming valuation, and approval of Advisory
Committee.
6. Real Property Memorandum from Administration Dept.

Certificate of Indefeasible Title Number 6883-L is in the
Land Registry Office, Vancouver, B. C.

Ian Macpherson

IMM
Encs.

File No. 10875.
Special Sale.

March 1st, 1945.

MEMORANDUM

TO: Mr. George Peters
FROM: Mr. D. A. Cramer

Saigi KUMISHI
Vancouver Assessment Dist.,
Lots 39, 40 & 41, Westerly
portion of D.L. 1329, Gp. 1,
N. W. D., Plan 3777.

With reference to the above property which was recorded
in the Vancouver Land Registry Office, dated February 2nd,
1945, we attach herewith the following documents in connection
therewith.

1. Copy of application number 117653-L, dated February 2nd,
1945, registering the property in the name of the
Custodian (Transmission).
2. Copy of application number 51302, dated February 2nd,
1945, registering an Agreement for Sale from Secretary
of State to Alfred Musgrave Howell and Ellen Howell
(Joint Tenants).
3. Duplicate of Transmission dated December 26th, 1944.
4. Duplicate of Agreement for Sale dated December 26th,
1944, in the names of Alfred Musgrave Howell and Ellen
Howell (Joint Tenants).
5. Post card acknowledgment dated February 26th, 1945,
No. 117653-L, from the Vancouver Land Registry Office.
Registered charge No. 51302-M.

D. A. Cramer

DAC:JB
Atch.

File No. 10875.
Special Sale.

February 4th, 1946.

MEMORANDUM

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Vancouver Assessment District
Lots 39, 40 and 41, W. portion
of D.L. 1329, Gp. 1, N.W.D.,
Plan 3777.

With reference to the above property which was recorded in the Vancouver Land Registry Office, January 23rd, 1946, we attach herewith the following documents in connection therewith.

1. Copy of application number 139260-L, dated January 23rd, 1946, registering Deed in the names of Alfred Musgrave Howell and Ellen Howell - Joint Tenants.
2. Duplicate of Deed dated January 16th, 1946, Secretary of State to Alfred Musgrave Howell and Ellen Howell - Joint Tenants.
3. Post card acknowledgment dated February 2nd, 1946, No. 139260-L, from the Vancouver Land Registry Office, stating Title being held in Registry Office. Mortgage No. 61675-M.

Alfred Musgrave

DAC:JS
Atch.

Sales Summary (Continued)

File No. 10675
Doc. No. 08878

Date	Particulars	Debit	Credit	Balance
1942 November 6	Sale of Hotel "A" Ford Car	\$	\$ 75.00	
1943 June 13	Sale of Property - Lots A-5-6, D.L. 1309, Op 1, MND		177.50	
1944 November 23	Taxes 1940-1941-1942-1943-1944	125.57		
December 19	Appraisal fees re property	7.50		
	Land Registry Office - Certifications of Encumbrance	2.00		
1945 March 7	Sale of Property - Lots 39-40-41, v D.L. 1329, Op 1, MND	15.00	1,105.10	
April 23	Legal Fees re sale of property			
		<u>\$ 150.07</u>	<u>\$1,357.60</u>	

CR \$ 1,207.53

Accounting Department
November 9th, 1950

STATEMENT RE SALE OF:

Catalogue No: Special Sale
 Street Address: Aug. 1st 1944
 Legal Description: Sechelt, B.C.
 39,40,41/W. Portion of D.L. 1329

Name: KONISHI, Saiji,
 File No: 10875
 Reg. #08878

Date of Sale and Adjustments Nov. 4/44

Sale Price \$1100.00(Agreement for Sale \$600.00) Cash \$ 500.00

~~Real Estate Agents Commission~~ \$

Charge for Valuation 15.00

Charge for Advertising 18.80

Land Registry Office Transmission Fee 5.45

~~Encumbrances:~~

~~Unpaid Vendor~~

~~Mortgages~~

~~Arrears of Taxes~~

~~Other charges~~

Adjustments:

~~Fire Insurance~~

Taxes 3.50

~~Water~~

39.25 \$ 503.50

Net Proceeds credited to your account 164.25

Date:..... March 15th, 1945.

Compiled by:..... Mr. George Peters

10875.
Spec. Adv.

March 15th, 1945.

Mr. Saiji KONISHI,
Registration No. 08878,
c/o LaJas Indian School,
LaJas, B. C.

Dear Sir:

Re: Lots 39, 40 and 41, Westerly portion of
District Lot 1329, Group 1, New Westminster
District. Plan 3777.

In conformity with the Government's policy of liquidation of properties in the protected areas of British Columbia the above was specially advertised and was sold, as of the 4th November, 1944, for the sum of \$1100.00, a price that was somewhat higher than the value placed on it by a qualified independent appraiser.

Adjustments of initial Cash payment, rents, taxes, insurance, etc., have been completed and we enclose a statement of the transaction showing the amount (\$464.25) passed to the credit of your account. Balance payable under the Agreement for Sale will be collected as due and credited to your account.

For your information we also enclose a statement of your account, showing a balance of \$605.75 standing at your credit at the present time.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.
Encl.

c.c. to B. C. Security Commission,
Vancouver, B. C.

Special Sale - Aug. 4, 1944
File No. 10875
Selma Park, Sechelt, B. C.
39,40,41 W. port. of D.L. 1329

January 18, 1945.

ALFRED MUSGRAVE HOWELL AND ELLEN HOWELL
(purchasers)

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at November 4, 1944)

	DEBIT	CREDIT
Purchase price	\$1,100.00	
Cheques received		\$ 500.00
Agreement for Sale		600.00
Registration fees on agreement	3.00	
Purchaser's proportion of 1944 taxes - 57/365 x \$22.40	3.50	
Balance owing by purchaser		6.50
	\$1,106.50	\$1,106.50

BALANCE OWING BY PURCHASER \$6.50

Catalogue No. _____
Selma Park, Sechelt, BC
39-40-41/W.pt.D.L.1329
File No. 10875

EVACUATION SETTLEMENTS	
RECORDED	MAR 9 1945
FILED	
ANS.	
REFERRED	<i>Peters</i>

Control of property described above and covered by Agreement for Sale
is by us hereby acknowledged and we agree that all adjustments and incidents
connected with the sale to us of this property have been settled.

Dated at Vancouver BC this 5th day of March 1945.

Signed G. M. Howell.

Signed Ellen Howell.

Return to the Custodian

This Indenture,

made this 1st day of June in
the year of our Lord one thousand nine hundred and forty-four.

Between

ALFRED HUSGRAVE HOWELL,
of the City of Vancouver, in the
Province of British Columbia

hereinafter called the Party of the First Part,
AND

Insert full Name,
Street Address and
Occupation of each
Party.

SAIGI KONISHI,
formerly of Sechart, in the Province
of British Columbia,
now of Le Jac, in the Province of
British Columbia

hereinafter called the Party of the Second Part.

WITNESSETH that the said party of the first part for and in consideration of One (\$1.00) and all other good and valuable considerations, Dollar of the lawful money of Canada to him in hand paid by the said party of the second part, at or before the sealing or delivery of these presents (the receipt whereof is hereby by him acknowledged) hath granted, released and quitted claim and by these presents Doth Grant, Release, and QUIT CLAIM unto the said party of the second part, ALL the Estate, Right, Title, Interest, claim and demand whatsoever both at law and equity or otherwise howsoever and whether in possession or expectancy of him the said party of the first part of in to or out of ALL and singular th certain parcel or tract of land and premises, situate, lying and being in Selma Park, in the Province of British Columbia, and being more particularly known and described as Lots Thirty Nine (39), Forty (40), and Forty-one (41) of Subdivision of Lot One Thousand Three Hundred Twenty Nine (1329), Group One (1), New Westminster District, according to plan deposited in the Land Registry Office at Vancouver, British Columbia, and numbered 3777

TOGETHER WITH the appurtenances thereunto belonging or appertaining TO HAVE
and TO HOLD the aforesaid lands and premises with all and singular the appurte-
nances thereto belonging or appertaining unto and to the use of the said party of the
second part, subject nevertheless to the reservations, limitations, provisos and condi-
tions expressed in the original Grant thereof from the Crown.
Wherever the singular or the masculine is used in this Indenture, the same shall be
deemed to include the plural or the feminine, or the body politic or corporate; also
the respective heirs, executors, administrators, successors and assigns of the parties

hereto and each of them (where the context or the parties so requires)

IN WITNESS WHEREOF the said parties to these presents have hereunto set their hands and seals.

Signed, Sealed and Delivered

IN THE PRESENCE OF

Signature
of Witness

Street Address

City or Town

Occupation of Witness

Alfred Musgrave Howell

4450 Angus Drive

Vancouver

Merchant

Alfred. T. Howell.

FOR MAKER

I HEREBY CERTIFY that, on the
City of Vancouver

~~NAME OF~~ ALFRED MUSGRAVE HOWELL

before me and acknowledged to me that
the maker thereof, and whose name
contents thereof, and that he

1st

day of June

1944, at

in the Province of British Columbia,

~~(whose identity has been proved to the satisfaction of)~~

), who is personally known to me, appeared

he is the person mentioned in the annexed instrument as
is subscribed thereto as party, that he know the
executed the same voluntarily, and is of the full age of twenty-one

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at City of Vancouver in the Province of
British Columbia, this 1st day of June
in the year of our Lord one thousand nine hundred and forty-four.

Alfred T. Howell

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

NOTE--Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

FOR WITNESS

PROVINCE OF BRITISH COLUMBIA }
TO WIT:

I, _____ of the _____
of _____, in the Province of British Columbia,
make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by
the part thereto, for the purposes named therein.
2. The said instrument was executed at _____
3. I know the said part, and that _____ of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at
in the Province of British Columbia, this _____
day of _____ 19 _____

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

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____) who is personally known to me, and that he is the person of the said _____ and affixed the seal of the _____ to the said instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and _____

NOTE—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

Quit Claim Deed
The Wilkes Stationary Co., Ltd.
Selma Park, in the Province of British Columbia, and known and described as Lots 39, 40 and 41, of Subdivision of Lot 1329, Group 1, New Westminster District, according to plan deposited in the Land Registry Office at Vancouver, British Columbia, and numbered 3777

TO
SAJOU KONISHI

ALFRED MUSGRAVE HOWELL

Dated 1st June 1944.

FOR ATTORNEY

I HEREBY CERTIFY that, on the _____ day of _____, 19____, at _____ in the Province of British Columbia, (whose identity has been proved by the evidence on oath of _____) personally known to me and acknowledged to me that he is the person who subscribed the name of _____ to the annexed instrument as the maker thereof, that the said _____ and that he, the said _____ instrument, and subscribed the name of the said _____ as the free act and deed of the said _____ attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at _____ British Columbia, this _____ day of _____ in the year of our Lord one thousand nine hundred and _____

NOTE—Where the person making the acknowledgment is personally known to the Officer taking the same, strike out the words in brackets.
A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

CANADA
PROVINCE OF BRITISH COLUMBIA
To wit:

I, _____ of the _____ in the Province of British Columbia, this _____ day of _____, 19____, A.D. 19____, do solemnly declare that
1. I am the attorney named in the Power of Attorney referred to in the above acknowledgment.
2. At the time of the execution of the annexed instrument, I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.
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 _____ in the Province of British Columbia, this _____ day of _____, 19____, A.D. 19____.

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

This Agreement,

made in duplicate this **1st**

day of **October** in the year of Our Lord one thousand nine hundred and **thirty-eight**
BETWEEN

**Saigi Konishi, Merchant, of Sechelt, in the Province of
British Columbia**

Name,
Address, and
Occupation
of Parties

hereinafter called the "Vendor" of the one part
AND

**Alfred Musgrave Howell, Merchant, of Roberts Creek, in the
Province of British Columbia.**

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in **Selma Park, in the Province of British Columbia, and being more particularly known and described as:**

Lots 39, 40 and 41 of Subdivision of Lot 1329, Group 1, New Westminster District, according to plan deposited in the Land Registry Office at Vancouver, British Columbia, and numbered 3777

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of *Thirty Three hundred* Dollars
of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of **Fifteen-----(\$15.00)-----** Dollars
on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

The sum of \$15.00 shall be paid on the first day of each and every month during the first five year period next ensuing and thereafter the sum of \$15.00 shall be paid on the first day of each and every month during the second five year period thence ensuing and thereafter the sum of \$25.00 shall be paid on the first day of each and every month during the third five year period thence ensuing making a total of payments in the sum of \$3,300.00

There shall not be any interest paid or payable, at any time, upon this Agreement.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of *Thirty Three hundred* Dollars
of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of **Fifteen-----(\$15.00)-----** Dollars
on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOETH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments herewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed. THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, hereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith. IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOETH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

NOW

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor. AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof. THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided. AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

ALFRED HUGHES HOWELL, Esq.,

ROBERTS CREEK,

WILLIAM COLLEGE,

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness *Clara W. Eimer*

Street Address *Roberts Creek*

City *B.C.*

Occupation *Housewife*

Saige K. Ousli
Seckye

Alfred Musgrave Howell

FOR ATTORNEY

I **Hereby Certify** that, on the

day of

19

at

in the Province of British Columbia,
(whose identity
who is)

has been proved by the evidence on oath of
personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name
of
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and
that he, the said
instrument, and subscribed the name of the said
as the free act and deed of the said
attorney which has not been revoked.

knows the contents of said
thereto voluntarily
under authority of a power of

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at
British Columbia, this day of
in the year of our Lord one thousand nine hundred and

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

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

For the Secretary (or other officer) of a Corporation

I **Hereby Certify** that, on the

day of

19

at

in the Province of British Columbia,
(whose identity has been proved by the evidence on
who is) personally known to me,
of

oath of
appeared before me and acknowledged to me that he is the
who subscribed his name to the annexed instrument as

, and that he is the person
of the said
and affixed the seal of the

to the said Instrument; that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the
said Instrument, and that such corporation is legally entitled to carry on business in the Province of British Columbia.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office,
at
British Columbia, this day of
in the year of our Lord one thousand nine hundred and

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

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

10873, 10872

December 10, 1949.

Mrs. Satoko Konishi,
Upper Fraser, B. C.

Dear Madam:

Re: Saiji Konishi, #08878, Deceased.

We have today received your letter dated December 5, in which you asked that we send you the sum of \$1207.53.

In our letters of December 15, 1948, and June 29, 1949, we made it perfectly clear to you that this money could only be released by this office to someone who has been appointed by the Court as personal representative of your husband's Estate. Unless you comply with the suggestions made in our letters, it is useless for you to expect to receive any part of this money.

In July 1947 we sent you a form in duplicate in order that you might fill in the particulars of your husband's death, details of his Estate, and the names and addresses of the next-of-kin, but you have not seen fit to complete this form and return it to this office, nor have you stated whether you intend to apply for administration yourself or to ask the Official Administrator to administer the Estate for you.

No further action will be taken in this matter by this office until we have a satisfactory reply from you.

Yours truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC

10675, 10672

December 10, 1949.

Miss Lorraine Gale,
Postmistress,
Upper Fraser, B. C.

Dear Madam:

In December 1948 we wrote to you concerning our difficulty in obtaining a reply to our letters addressed to Mrs. Satoko Konishi, Upper Fraser, B. C. You were kind enough at that time to inform us that Mrs. Konishi is able to read and write English and to offer to assist us further if required.

We now have a letter from Mrs. Konishi dated December 5, 1949, which acknowledges our letter of June 29, but apparently she does not yet understand the situation concerned. Our correspondence has had reference to the release of funds belonging to her late husband's estate, now held by the Custodian. We advised her that these monies could only be released for administration to the personal representative appointed by the Court of British Columbia. We also advised her that she might make application herself through her solicitor or she might ask Mr. Samuel A. Moore, Official Administrator, Court House, Vancouver, to apply. We sent forms for her to fill in the necessary information relating to her husband's death, his property, debts and next-of-kin, but instead of doing any of these things she wrote to us in December simply asking us to send her the money which we are holding.

We are again writing to her to impress upon her that someone must be appointed personal representative of the Estate and are enclosing more forms for her to fill in. When Mrs. Konishi receives her letter we would appreciate it very much if you would be good enough to make it clear to her that the Custodian can only release the funds to some person who is properly appointed by the Surrogate Court of British Columbia whose duty it will be to pay the debts of the Estate and divide the residue among the heirs.

We can assure you that we will be particularly appreciative of your assistance as we realize that such service is not within the usual scope of your duties as Postmistress.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC

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

PHONE PACIFIC 6131

PLEASE REFER TO

FILE NO. 10875

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

May 2, 1950.

MEMORANDUM

Mrs. Lawson of the law firm of Robson & Macdonald - MA 6168,
phoned today, stating that she had been instructed to act for the
widow and was proceeding to take out letters of administration.

We informed her of the two outstanding accounts which had
been presented to us through Macrae, Montgomery & Clyne, namely,
\$49.04 due Canadian Bakeries Limited and \$36.60 due Clark Fruit
Produce Co. The total amount on hand is \$1207.53.

F.G. Shears,
Director.

FGS/GN

March 1/51

*This estate has been
administered and cheque
for \$1207.53 sent to Robson & Macdonald*

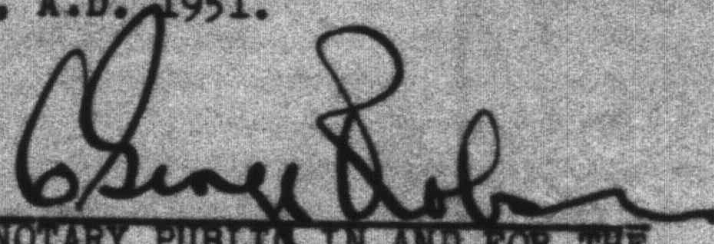
DOMINION OF CANADA }

PROVINCE OF BRITISH
COLUMBIA }

TO WIT:

I, CHARLES GEORGE ROBSON, a Notary Public in and for the Province of British Columbia, by royal authority duly appointed, residing at the City of Vancouver, in the said Province, DO HEREBY CERTIFY that the paper writing hereunto annexed is a true copy of the original Grant of Letters of Administration issued out of the Vancouver Registry of the Supreme Court of British Columbia, In Probate, in the matter of the estate of SAIJI KONISHI, deceased, and bearing date the 6th day of February, 1951, the said copy having been compared by me with the said original document, an act whereof being requested, I have granted under my notarial form and seal of office to serve and avail as occasion shall or may require.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and affixed my seal of office at the City of Vancouver, Province of British Columbia, this 23rd day of February, A.D. 1951.


A NOTARY PUBLIC IN AND FOR THE
PROVINCE OF BRITISH COLUMBIA.

Form C
45863

IN THE SUPREME COURT OF BRITISH COLUMBIA
IN PROBATE

"BRITISH COLUMBIA
"LAW STAMP \$2.00"

VANCOUVER REGISTRY

BE IT KNOWN that on the 5th day of February, 1951,
Letters of Administration of all the estate which
by law devolves to and vests in the personal re-
presentative of SAIJI KONISHI, late of LeJac, Prov-
ince of British Columbia, deceased, who died on the
2nd day of March, 1945, at LeJac, aforesaid, intes-
tate, were granted by the Supreme Court of British
Columbia to Satoko Konishi, of Upper Fraser, Prov-
ince of British Columbia, the lawful widow of the
said intestate.

\$1,212.53

Estate sworn under
Probate Duty
Succession Duty

GIVEN under the Seal of the said Court this 6th day
of February, A.D. 1951.

"L. A. MENENDEZ"

District Registrar

Extracted by Messrs. Robson & Macdonald
Solicitors.

"VANCOUVER
"REGISTRY
"FEB 6 1951"

"THE SUPREME COURT OF
"BRITISH COLUMBIA
"VANCOUVER REGISTRY" (SEAL)

USA

DATED the 23rd day of February 1951

IN THE MATTER OF THE ESTATE
OF SAJI KONISHI, dec'd

NOTARIALY CERTIFIED COPY
OF LETTERS OF ADMINISTRATION

ROBSON and MACDONALD
Barristers, etc.,
801 Vancouver Block,
Vancouver, B.C.

GILBERT BOND

10672
10675

February 26, 1951.

Messrs. Robson & Macdonald,
Barristers & Solicitors,
801-802 Vancouver Block,
736 Granville St.,
Vancouver, B.C.

Attention. Mr. C. George Robson

Dear Sir:

Re: Estate of Saiki Konishi, Dec'd.

We have for acknowledgment your letter of the 23rd instant enclosing original Certificate of Discharge in regard to succession duties and notarially certified copy of Letters of Administration. The original document which you also enclosed is returned herein.

We have pleasure in enclosing cheque in your favour- \$1,207.53, in accordance with instructions from Mrs. Konishi, the personal representative of the above deceased, in her letter of July 10, 1950.

We note that you have secured the release of claims of the Canadian Bakeries Ltd. and Clark Fruit & Produce Company.

This will close our files in this matter.

Yours truly,

F. G. Shears,
Director.

FGS/GN
Encl.

NOT VALID UNTIL SIGNED BY
AN AUTHORIZED OFFICER

DOMINION OF CANADA SUCCESSION DUTY ACT

CONSENT TO THE TRANSFER OF PROPERTY
(NOT VALID TO RELEASE PROPERTY, DELIVERY OF
WHICH IS PROHIBITED BY SECTION 50 OF THE ACT.)

S.D. 30
REV. SEPT. 1948

SERIAL NO. **AF 30814**

DATE Feb. 15th 1951

IN THE MATTER OF THE ESTATE OF

WHO DIED ON March 2nd
TO ALL PERSONS:

Saiji Konishi

19 45

WHO MAY ON CONSENT "DELIVER, ASSIGN, TRANSFER, PAY OR PERMIT THE DELIVERY, ASSIGNMENT,
TRANSFER OR PAYMENT OF ANY PROPERTY" TAKE NOTICE THAT CONSENT IS HEREBY GIVEN TO THE DELIVERY,
ASSIGNMENT, TRANSFER OR PAYMENT OF—

///Amount stated by the Office of the Custodian, Japanese Evacuation
Section, Department of the Secretary of State for Canada, as being
due as a result of the sale of property - \$1,207.53///



DEPUTY MINISTER OF NATIONAL
REVENUE FOR TAXATION

MD/JM

DOMINION SUCCESSION DUTIES OFFICE AT Vancouver, B.C.

BY

AUTHORIZED OFFICER



DEPARTMENT OF FINANCE

CERTIFICATE OF DISCHARGE

"SUCCESSION DUTY ACT" (BRITISH COLUMBIA)

(Sections ~~21-32-43~~ (51))

FILE NO. 37/51

In the Matter of the Estate of SAIJI KONISHI, Deceased.

THIS IS TO CERTIFY that the full amount of Succession Duty payable in respect of the property or beneficial interest in property of the above-named deceased herein set forth has been paid or secured and the property or interest is therefore discharged from any further claim to Succession Duty.

The property or interest comprised in this certificate is as follows:—

Amount stated by the Office of the Custodian
Japanese Evacuation Section, Department of
the Secretary of State for Canada, as being
due the deceased as a result of the sale of
his property- - - - - \$1,207.53

This certificate is given under the terms and subject to the conditions of section ~~21-32-43~~ (51)
of the "Succession Duty Act."

Dated at Victoria, this 8th day of February, 19 51

/EMF

W. S. Rowbottom
Authorized Representative of the Minister of Finance.

UPPER FRASER, B.C.

July 10th, 1950.

Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section,
675 Hastings Street West,
VANCOUVER, B.C.

Your Ref. 10875-10872

Dear Sirs,

Re: Estate of Saiji Konishi, deceased

With respect to the balance of \$1207.53 ✓
which I understand to be in your hands to the credit
of the Estate of Saiji Konishi, this will be your
authority to pay the same over to Messrs. Robson and
Macdonald, Barristers, of 801 Vancouver Block, 736
Granville Street, Vancouver, B.C., on my behalf, on
Messrs. Robson and Macdonald's undertaking to pay off
the claims of the Clark Fruit and Produce Company
Limited and Canadian Bakeries Limited against the Estate
under their respective judgments.

Yours very truly,

Saiji Konishi
Applicant for Letters of
Administration and sole
beneficiary of the Estate.

*please
sign &
return with
W.H. Walker &
receipt*

Vancouver, B.C.,
June 27th, 1942

MEMORANDUM RE: Sanji Konishi
Evacuee File No. 1087

On Saturday afternoon, June 27th, 1942 Mr. K.W. Wright and myself left by Union Steamship for Sechart arriving there about 5:45 in the evening and returning the following evening.

Authorities consulted:

Mr. Greenhouse, Forest Ranger
Mr. B. Hackett, Postmaster and local manager for Union Steamships which position he has occupied for about 15 years.
Mr. Clayton, Manager of the General Store.
Mr. J. Larnie who managed the Union Estates for many years but is now, I understand, in charge of a subsidiary of the Union Steamships, Waterhouse & Company with Head Office in Vancouver.

On Saturday evening I discussed the affairs of the above noted Evacuee at considerable length with Mr. Hackett, in his office. The result was that I requested Mr. Hackett to make arrangements for the taxi to call for Rev. Father Baxter as Rev. Father McGrath was not in the village also Mr. Hackett, Mr. Larnie, Mr. Wright and myself at half past nine the following morning.

I examined the so-called farm which is situated a short distance from the Village of Sechart and reached the conclusion that this property would be more accurately described as a Japanese homestead of a somewhat rough type. The buildings are of practically no value, while in many of these there was considerable rubbish and filth which must have accumulated over a considerable period of time. I was informed that there was no depth to the earth on account of the rocky formation with the result that when the first hay crop is removed, the ground simply becomes burned with the heat of the sun and cannot be used for any purpose. I was much disappointed in the general appearance of the place.

There is a bull in a small pen; this bull has been kept in this small enclosure for some time; the place has never been cleaned out with the result that it is becoming wild and likely to break out and do considerable damage. I strongly recommend that this bull be shot as soon as possible.

After considering the conditions as they exist, and studying the agreement which is on file, dated May 25th, between Sanji Konishi and the Oblate Fathers I am firmly of the opinion that this office should not do anything that will disturb or interfere with the terms and conditions as set out in that agreement.

I am satisfied that this property cannot be operated at a profit under present day conditions but if a miracle should happen and there should be a reasonable profit, then every possible consideration should then be given to reimbursing from such profit the Oblate Fathers for the great amount of time and labour which they are expending on this property.

I do not see where a Certificate of Vesting has been filed.

The Rev. Father McGrath was not in the Village but I did meet the Rev. Father Baxter.

I am very favourably impressed with Father Baxter. I endeavoured to secure some information about this man and the following is what I learned and which I think is true. This man desired to enter the Priesthood but after further consideration he decided that he was not cut out to be a Priest but wanted to study Law. He proceeded with his Law studies at Toronto for about a year and then decided he was not cut out for a Lawyer but he thought he would like to take up the study of Accountancy, he also thought he was not cut out for an Accountant but became interested in Electrical Engineering. After studying this subject for some little time, he then decided that his true calling was the Priesthood in the Oblate Order. I understand that he is second in command of the Indian Residential School, at which about seventy-five Indian children attend.

With regard to the character of Father McGrath, whom I regret I did not see, Messrs. Greenhouse, Larnie, Hackett and Clayton all spoke in the highest terms of this man and Mr. Larnie even went on to say, when he was dealing with the integrity of the man, "highest, outstandingly so."

Re: Timber Lot

This is said to consist of 156 acres on the north side of Porpoise Bay. After discussing this matter in some detail with the Forest Ranger, it appears that one Mr. A. Crucil purchased all standing timber from the Konishi family at the beginning of the year 1942. I asked Mr. Greenhouse if it would be possible to have a letter to this effect; he said he would see what he could do. At dinner time he drove up to the Hotel with a letter signed by Mr. Crucil, dated June 28th, 1942, which runs as follows.

"Furthermore to our conversation, I purchased for a cash sum of money (as per signed agreement by Konishi made sometime in January 1942 and held by J. Gagnon Acct.) the remaining standing timber on Lot 5266 Sechelt Inlet. This Timber is covered by mark C33 which is held in my name."

Mr. A. Crucil's letter is attached to this report.

I do not see where a Certificate of Vesting was ever filed.

Re: Selma Park -
Store

I also visited these two properties in company with Mr. Larnie, Mr. Hackett and Mr. Wright. The result is that I requested Mr. Hackett to submit to this office as soon as possible, an up-to-date report containing, among other things, his views as to whether these properties can be rented, if so, for how much and for what period of time. I further stated that if it was possible for these properties to be rented, that this office would place the responsibility of looking after the properties and collecting the rent with Mr. Hackett. During the discussion, I learned that if this cottage and store are served with water then the annual water charge is \$15.00. I emphasized this to Mr. Hackett so that he would take this into consideration when negotiating with prospective tenants.

I do not see where a Certificate of Vesting has ever been filed on these two properties.

I asked Mr. Hackett if he had any idea what the arrears of taxes were on these several properties and his reply was in the negative but suggested that I get in touch with the Provincial Assessor at New Westminster, B.C.

I have to-day written to the Provincial Assessor for the information desired and when this is received it will be handed to Mr. R.P. Alexander.

ETR/DO

10873 &
10875

20th July, 1942.

Father J. M. McGrath, O.M.I.,
Sechelt Residential School,
Sechelt, B. C.

Dear Sir:

Further to our letter dated May 28th we have to report that we have now been successful in securing the registration of Mrs. Hana Konishi and Mr. Saiji Konishi, and that both of these individuals have expressed approval of the arrangement you made with Sanji Konishi covering the operation of the Konishi farm in accordance with the conditions outlined in the agreement made on May 25th between Sanji Konishi and the Oblate Fathers.

As the members of the Konishi family have approved of your arrangement the Custodian's office has no objection and, as a matter of fact, following the recent visit of Mr. Edgar T. Read and Mr. Wright to Sechelt and their examination of the property and their report on the state of the farm, the Custodian's office, on the contrary, desires to place on record its appreciation of the actions being taken by the Oblate Fathers in managing the farm property of the Konishis.

From an examination of the records it is our understanding that the farm consists in all of about thirty-two acres. Mrs. Hana Konishi declares that she is the registered owner of Blocks 4, 5 and 6, D.L. 1471, for which he holds title number 51539L and on which is situate a seven room bungalow, 20' x 40' barn, 60' x 60' barn and chicken house, concrete root house 14' x 14', pig houses, garage and various sheds. Taxes on this sixteen acre property for 1941 amounted in all to \$49.40 and these taxes have been paid. We are enclosing tax notice we have received on this sixteen acre portion of the farm for 1942 for a total of \$44.00 and we would very much appreciate your arranging for payment in accordance with the agreement you had with the Konishis.

Mr. Saiji Konishi declared to us that he is the owner of Lots 4, 5 and 6 of D.L. 1509 consisting of approximately fifteen acres on which is situated a wooden shed and the attachments of a portable sawmill. The land itself, we understand, has about four acres cleared, the balance being grazing land, and it is our understanding that this property is a portion of the farm which

you are having administered. Taxes on this portion of the
Kontshi farm consisting of approximately fifteen acres amounted
for 1961 to \$8.00 and have been paid. In this instance also we
are enclosing tax notice for 1962 amounting to \$8.00 and we
would appreciate your taking appropriate action.

We trust that we have not made an error in assuming
that the two lots mentioned above are jointly known as the
"Kontshi farm".

It is not the intention of the Custodian's office in
any way to disturb the arrangements made by you and father
in connection with the Kontshi farm but it clarification
is required at any time on any points in connection with this
property we know that we can count on your co-operation. Mr.
Edgar J. Reed was very much impressed following his visit to
the site of this farm with the work which you are having done
and the spirit which has prompted your action, and you may be
sure that this office does not intend to take any action which
will disturb or interfere in any way with the terms and conditions
set out in the agreement which you made covering this property
with Mr. Banji Kontshi.

Yours truly,

R. P. Alexander
Manager

HPA:17

10875

20th July, 1942.

B. Hackett, Esq.,
Postmaster,
Sechelt, B. C.

Dear Sir:

Re: Saiji KONISHI

At the time Mr. Saiji Konishi registered his assets with us on June 10th he declared that he was the owner of Lots 39, 40 and 41, D.L. 1329, Selma Park, B. C., on which he declared there was situated a 1½ storey wooden frame building used as a store, one 20' x 40' garage, one three room bunkhouse and two wooden sheds.

You will recall that previously you reported to us that a Mr. A. M. Howell at one time agreed to purchase a portion of the whole of this property in Selma Park and we are now corresponding with Mr. Saiji Konishi's lawyer, Mr. Arthur J. Kapelle of Vancouver, in this connection.

Following the recent visit of Mr. Edgar T. Read and Mr. Wright of this office with you, in the company of Mr. Larnie and yourself, Mr. Read reported that he had requested you to submit to us as soon as possible an up to date report containing, among other things, your views as to whether these properties can be rented and if so, for how much and for what period of time.

We wish to assure you that if it is possible for these properties to be rented we will be glad to entrust you with the responsibility of looking after them and collecting the rent. It is our understanding that if this cottage and store are served with water there would then be an annual water charge of \$15.00 and you will no doubt wish to take this into consideration when negotiating with prospective tenants.

Looking forward to hearing from you in this connection,

Yours truly,

R. P. Alexander
Manager

RPA:LF

10875

20th July, 1942.

A. J. Kapelle, Esq.,
165 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Saiji KONISHI

Mr. Saiji Konishi, Registration No. 08878, has declared to us that he is the owner of Lots 39, 40 and 41, D.L. 1329, New Westminster, and that this consists of three lots.

On one lot there is situate a cottage with three rooms which Mr. Konishi declares that he sold about three years ago to a Mr. A. M. Howell of Roberts Creek, B. C. for approximately \$4,000.00 on terms. Furthermore Mr. Konishi declared that the last instalment he received from Mr. Howell was in December, 1941, leaving a balance still due of approximately \$3,000.00. Mr. Konishi declares that he is unaware as to whether Mr. Howell, who agreed to pay back taxes, has in fact done so. A Mr. Hackett in Sechelt reports to us that taxes have not been paid for the last three years. Finally Mr. Konishi reports to us that you have been acting for him in connection with this matter as his attorney and so that our records may be complete we would appreciate receiving a statement from you showing the present position and reporting whether or not Mr. Howell is, in fact, meeting his obligations to Mr. Konishi or is likely to do so. Your assistance in this connection would be very much appreciated.

Yours truly,

R. P. Alexander
Manager

RPA:LF

10873 & 10875

20th July, 1942.

Mr. Saiji Konishi and Mrs. Hana Konishi,
Hastings Park,
Vancouver, B. C.

Dear Sir and Madam:

You will recall that when the arrangements made by Sanji Konishi and the Oblate Fathers, of which you have approved, for the operation of the Konishi farm, the Oblate Fathers assured that all reasonable care will be taken of the property and effects but that the Oblate Fathers would not assume responsibility for loss by accidental fire, theft or vandalism of the said property and effects.

In this connection we have a letter from Father J. M. McGrath of the Oblate Fathers stating that he had been informed by Sanji Konishi that he, Sanji, would most likely take out fire insurance on the place.

We would appreciate your informing us, for the completion of our records, whether or not fire insurance has been placed and if so would you be good enough to provide us with particulars regarding the name of the company, the number of the policy and the amount involved.

Yours truly,

R. P. Alexander
Manager

RPA:LF

File No. 10875

20th July, 1942.

MEMO - FILE

Re: Saiji Konishi
Selma Park Property

This consists of three lots, namely:

1. The first lot has on it a cottage with three rooms, was sold to Howell on terms, Howell made some payments then stepped out of the picture and lawyer Kapelle is to report to us in connection with it.
2. The second lot has on it a garage measuring about 20' x 40'. This may possibly be rented to Mr. Hackett who is looking into this also.
3. On the third lot is a 1½ storey frame building consisting of four rooms and an upstairs which has in the past been used as a store but which might be rented as a dwelling house. Mr. Hackett of Sechelt is attempting to find a tenant.

RPA:LF

Jan McPherson
Post Office,
Sechelt B.C.
July 25th 1942.

R.P. Alexander Esq.
Manager,
Japanese Evacuation Section,
506 Royal Bank Building,
Vancouver, B.C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
JUL 31 1942

File No. 10875

Re: Saigi Konishi.

Dear Sir:

R
Relative to your letter of 20th instant in re the above. I have been obliged to delay reporting on this matter owing to pressure of business, which always occurs at this time of year in a summer resort. However, I have not been neglectful of the fact that your department wish to derive some revenue from the buildings located on the 3 Lots 39, 40, and 41 D.L. 1329 Selma Park.

Of the buildings located on the property, the only one which could be rented (without the expenditure of monies to put them in habitable condition) is the Garage, and a suggestion was made to me by the District Forester that he might rent the garage, but nothing further has been said about the matter.

As regards the store building. This could be used as a cottage, but requires money to be spent on it to put it in shape. Also the exterior wants a coat of paint. I am of the opinion that the building in question could be rented permanently if it was put in shape, and, in this connection I am having a reputable tradesman submit a price to me for the necessary work to be done.

I would not advise anything be spent on the bunkhouse, as it is too small to be used as a dwelling.

With regard to your reference to A.M. Howell. As I understand the matter, this party made some payments on the property, but became delinquent in his payments, and it would appear that legal action may be necessary to deprive him of any further claim he may have. I note that you are in communication with Mr. A.J. Kapelle, Konishi's Lawyer, to ascertain how the situation stands as between the Konishi's and Howell.

Yours truly,

R.S. Hackett

(R.S. Hackett) Postmaster.

*Rec'd by AM
Aug 15*

Files Nos. 10873 & 10875

11th August, 1942.

MEMO - MR. SPAIN

Re: Mrs. Hana KONISHI and
Saiji KONISHI

We have received a report from Sechelt to the effect that there was a bull in a small pen on their farm.

This bull had been kept in a very small enclosure for some time, the place had never been cleaned out, with the result that the bull was becoming very wild, was likely to break out and do considerable damage, and it was strongly recommended, as a measure of public safety, that the bull be shot as soon as possible. Acting under instructions from this office, following the very strong recommendations we received, the bull was shot about July 20th. You may wish to inform the Konishis accordingly.

RPA:LF

10875

18th August, 1942.

R. S. Hackett, Esq.,
Postmaster,
Sechelt, B. C.

Dear Sir:

Re: Saiji KONISHI, Lots 39,
40 and 41 of D.L. 1329, Selma Park

Thank you very much for your report dated July 25th. We have delayed replying to your letter in the expectation of receiving from you the estimate mentioned in the third paragraph of your letter in connection with the cost which would be involved in putting the store building into rentable condition.

Garage

Your letter indicates that the district forester might be interested in renting the garage and we would appreciate hearing from you further as to whether or not you are successful in making suitable arrangements.

Store Building

When sending us the estimate for improving this property would you please give us your estimate of the rent which could be obtained on the store building. Have you been able to find a suitable tenant who might perhaps be willing to occupy the premises and put in the necessary repairs, painting, etc. in return for occupying the building without rent for a specified period of time?

Bunk House

Your comments in this connection have been carefully noted.

A. M. Howell

Your advice is very much appreciated and we have to report that in this connection we are in correspondence both with Mr. Arthur J. Kappeler and with Mr. Saiji Konishi.

Yours truly,

R. P. Alexander
Manager

RPA:LF

10875

18th August, 1942.

Arthur J. Kappel, Esq.,
Barrister and Solicitor,
207 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Saiji KONISHI & Mr. A. M. Howell ✓

Subsequent to receiving your letter dated July 28th in connection with the agreement made between Saiji Konishi and Mr. A. M. Howell calling for payment of \$3,300.00 dated October 1st, 1938 at the rate of \$15.00 per month for the first five years and thereafter at the rate of \$25.00 per month, both without interest on deferred payments, we are in receipt of a letter from Mr. R. S. Hackett of Sechelt reporting that in his opinion it may become necessary to take legal action to deprive Mr. Howell of any claims he may have.

Mr. Saiji Konishi reports that you have been acting for him in connection with this matter as his attorney and that Mr. Howell, who agreed to pay back taxes, has, in fact, not done so.

We would appreciate your informing us whether or not Mr. A. M. Howell, whose address is given as Roberts Creek, B. C., intends to carry out his agreement, to pay up back taxes, to pay up overdue installments and generally we would appreciate receiving the benefit of your advice as to what steps should be taken to protect the interests of Mr. Saiji Konishi.

If you would be good enough to indicate the nature of your arrangements with Mr. Saiji Konishi in so far as fees for your professional services are involved, together with an indication of the expense which might be incurred in connection with further action, we shall be happy to refer again to Mr. Saiji Konishi.

Yours truly,

R. P. Alexander
Manager

RPA:LF

Alexander
POST OFFICE,
SECHULT. B.C.
September 20th 1942

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

File No: 10875, 10873.

Re-Konishi family.

Dear Sir:-

Owing to being very busy with the wind up of the summer season here, and the fact that I was confined to bed with a severe cold for most of last week has unfortunately delayed my attention to your several letters in connection with various matters of the Konishi property.

In connection with the buildings on Lots 39, 40 & 41 Selma Park. There has been no developments here. I was unable to get a man with experience to look over the store building to give me a figure on lining the inside, painting the exterior etc, for the simple reason that none are to be found around here now.

As regards finding anyone to take the house rent free for a time, they to make the necessary repairs etc. in lieu of rent. I do not anticipate that this will be an easy matter, as the kind of tenant to be found here are mostly loggers, and they are not usually the type to rent under the conditions we would require. However, I have kept the matter in mind, and only last week had an application for a cottage from a logger, but he wanted a cottage in good shape, and turned my proposition down.

Relative to the motor vehicles owned by the Konishis, and the recent offer to purchase by Joseph Martin, Sechelt. B.C. As a matter of fact he Model "A" Ford car, and the Chevrolet truck are not in themselves worth any more than has been offered for them, and had it not been for the tires, and the high value placed on these items at the present time, I think it would have been good business to dispose of these vehicles. They are depreciating in value all the time, and if they are to be laid up indefinitely in the old shack in which they now stand, without the engines being turned over occasionally, they will not be worth very much if left to the end of the war.

Yours truly,

(R. S. Hackett).

R. S. Hackett
Postmaster.

RECEIVED IN FILE

26th October, 1942.

Dear Sir,

The Director of the Standard Oil Company (S. O. C.) Limited advised
that the property in question is now in the hands of the
Director of the Standard Oil Company (S. O. C.) Limited and the acceptance
dated by Mr. Smith, dated June 27th, 1942.

It is requested that the property be returned to Sir John K. Smith.

De la Roche

10875

27th October, 1942.

Arthur J. Kappela, Esq.,
163 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Saiji KONISHI and Mr. A. M. Howell
Lots 39, 40 and 41, Westerly portion
of D.L. 1329, Group 1, N.W.D., Plan 777

Thank you very much for your letter dated October 23rd. The same mail brought us information from a Mr. Broderick of the Standard Oil Company (B. C.) Limited indicating that Mr. Howell's lease had been terminated and that the property had reverted to Saiji Konishi.

Mr. Saiji Konishi may be reached by mail through letters addressed to him at Tashme, B. C., his Police Registration number being 08878. Nevertheless, for your information, we wish to point out that we have received notice of 1942 tax assessment from G. L. Peck, Provincial Assessor, New Westminster, on the property mentioned above, indicating that the owner's name and last known address is Alfred Musgrave Howell, Roberts Creek, B. C. We are advised that Mr. Howell is probably residing at the present time in one of the prairie provinces but his address is not known to us.

Yours truly,

R. P. Alexander
Manager

RPA:LF

ARTHUR J. KAPPELE

BARRISTER AND SOLICITOR
NOTARY PUBLIC

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
OCT 29 1942

Alexander
TELEPHONE: SEYMOUR 4227
CODE: "KAPPELE"
WESTERN UNION

Black
OFFICE: COMMON BUILDING
168 209 HASTINGS STREET WEST
VANCOUVER, B.C.

28th, October, 1942.

R. P. Alexander, Esq.,
Manager, Japanese Evacuation Section,
Department of the Secretary of State,
City.

Dear Sir:-

Paigi
-re Konishi; Your file 10875-

In response to your letter herein of yesterday's date I would like to point out that Mr. Broderick's information is not exactly correct.

After Howell entered into an agreement to purchase the property in question from Konishi, he (Howell) leased the same, or a portion thereof, to the Standard Oil Company (B.C.) Limited. This was consented to by Konishi and the Company made certain monthly payments to Konishi upon Howell's behalf. The last payment so made was in December last when the Company notified Konishi that, under the terms of the lease from Howell, it was cancelling the same as of the 31st, December, 1941; since that time apparently no payments have been received from Howell or anyone upon his behalf.

The property is registered in the name of Konishi subject to his agreement to sell to Howell, which agreement I believe is registered in the Land Registry Office.

I have opened several lines of enquiry in an effort to ascertain the present whereabouts of Howell and hope to have some definite information for you in the very near future.

Yours faithfully,

AJK/T.

A. J. Kappele L.

out to Alexander

ARTHUR J. KAPPELE

BARRISTER AND SOLICITOR
NOTARY PUBLIC

TELEPHONE: SEYMOUR 4227
CODE: "KAPPELE"
WESTERN UNION

OFFICE OF THE CUSTODIAN
JAPANESE SECTION 165 202 HASTINGS STREET WEST
VANCOUVER, B.C.
RECEIVED
Nov 5 1942

Flack

4th, November, 1942.

R. P. Alexander, Esq.,
Manager, Japanese Evacuation Section,
Department of the Secretary of State,
City.

Dear Sir:-

-re Konishi; Your file 10675-

Since my earlier letter to you of even date I have been attended by Howlett who stated that he had also called upon you.

Howell wishes to enter into a new agreement with Konishi whereby he will agree to pay the total sum of \$1100.00 in installments of \$15.00 monthly without interest; the first of such installments to become due and be paid on the 15th instant. The taxes for 1940 he undertakes to pay at once, and the balance as soon as possible.

There has been paid under the present agreement, apparently, the sum of \$570.00; this would make the total purchase price \$1570.00. To my own personal knowledge Konishi realized that at the time the original agreement was entered into the price then agreed upon was in excess of the actual value. Since that time conditions have materially changed for the worse, especially in respect to property of the type in question. The condition of the buildings on the property as reported to me by the Provincial Police officer at Sechelt is "there are three buildings, a small store, a wooden building which was used as an automobile repair shop, and a small shack. All three buildings are at present unoccupied, the repair shop is in good condition, the small store is in poor condition, and the shack is in very bad condition." Howell has supplied me with a letter from Messrs. Whitaker & Whitaker, realtors specializing in that district, valuating the property at \$1000.00.

In view of the above I shall write, with your concurrence, to Konishi that in my opinion he would be well advised to accept Howell's proposal, despite the fact that Howell has no way or person to guarantee payments.

Yours faithfully,

AJK/T.
Encl: copy
Whitaker letter.

A. J. Kappele

C O P Y .

WHITAKER & WHITAKER

Real Estate, etc.,

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
NOV 5 1942

942 West Pender Street,
Vancouver, B.C.

November, 4th, 1942.

Mr Alfred M. Howell,
1628 Stephens St.,
Vancouver, B.C.

Dear Sir:-

Re valuation Lots 39, 40 & 41 D.L. 1329

You have asked me for a valuation on the above described property, we base the following on sales made recently immediately east of the said property.

Lot 39	\$150.00
Lot 40	150.00
Lot 41 (Corner)	200.00
Improvements-	500.00

Total	1000.00
-------	---------

Yours truly,

"WHITAKER & WHITAKER"
"R.P. Whitaker"
By R.P. Whitaker.

10875

November 7th, 1942.

Mr. Arthur J. Kappeler,
163 W. Hastings Street,
VANCOUVER, B. C.

Dear Sir:

Thank you for your letter dated November 4th and for the information supplied in consequence of your interview with Mr. Howell.

We agree that Mr. Konishi would be well advised to accept Mr. Howell's proposal and we would appreciate your being good enough to provide us in due course with the following:

1. Copy of your letter to Mr. Konishi conveying to him Mr. Howell's proposal together with your recommendation. Mr. Saiji Konishi's last address known to us is Lejac, B. C.
2. A copy of Mr. Saiji Konishi's reply to you.
3. A certified copy of a new Conditional Sales Agreement duly executed by both parties.
4. Your statement of account for Professional Services, together with written acceptance and authorization signed by Saiji Konishi requesting the Custodian to effect settlement of your account from funds thereafter obtained by the Custodian from Mr. Howell.

Subject to Mr. Konishi following your advice and agreeing to execute a new agreement, we would appreciate your stipulating in such agreement that payments to be made by Mr. Howell be made direct to the Office of the Custodian or to an Agent to be appointed by the Custodian.

Yours truly,

R. P. Alexander,
Manager.

RPA/EH

SECHLT. B.C.
July 14th 1943.

The Custodian of Enemy Property,
Vancouver. B.C.

Re- Konishi.

Dear Sir:-

Relative to my visit to you about
12 months ago, and my offer to you to buy the
truck at the Konishi farm. I wish now to renew
my efforts to purchase the truck and now offer
to buy the truck for One hundred and fifty Dollars
\$150.00, payable in cash.

I will have to purchase a Licence and
also a new battery, and think that the above offer
is a fair one.

Please let me know by return, as failing
your acceptance of this offer, I must try and get
a truck elsewhere, and cannot wait, as I need the
truck immediately.

Yours truly,

W. J. Martin

(W. J. Martin).

EVACUATION
Recd JUL 15 1943
File 108/5
Ans.
Referred *Mather*

10875

July 16, 1943.

Mr. Saiji KONISHI,
Registration No. 08878,
Le Jac, B. C.

Dear Sir:

Offers to purchase your Chevrolet truck
and Model A Ford car have been received by this
office, as follows:

Chevrolet Truck - \$150.00
Model A Ford car - 45.00

Would you kindly let us know if you wish to accept
either, or both, of these offers, in view of the in-
evitable deterioration in the value of these vehicles?

Yours very truly,

F. Matheson,
Specified Articles Department.

COPY for File 10873, 10874, 10875.
(Original handed Mr. R. D. Richardson of Farm Department 9th August, 1943).

SECRET RESIDENTIAL SCHOOL

SECHULT, B.C.

May 25, 1942.

Re. Konishi Farm
Purpale Bay
Sechult, B. C.

Following the instructions of Mr. Alexander, Assistant Manager Custodian's Office, Vancouver, the following plans have been drawn up regarding the taking over and operating of the Konishi Farm by the Oblate Fathers of Sechult Residential School, B. C.

- 1 - It is agreed by both parties (a) That full authority and responsibility for the running of the farm is to be assumed by the Oblate Fathers of the Sechult Residential School, Sechult, B. C.
- 2 - That the farm will be operated in such a way and maintained in such way that at the return of the Konishi family the said farm will be found reasonably in the same condition as when transferred.
- 3 - That the taxes on the said farm will be paid by the Oblate Fathers of the Sechult Residential School.
- 4 - That all reasonable care will be taken of the property and effects but that the Oblate Fathers will not assume responsibility for loss by accidents, fire, theft or vandalism, of the said property and effects.

"Signed and Sworn by both
parties before me at Sechult
this 26th Day of May, 1942"

"Thomas J. Cook",
Justice of the Peace.

(Seal)

(Signed) "Sanji Konishi"

OBULATE FATHERS
SECHULT, B. C.

"per J. H. McGrath"

MEMORANDUM

TO: Files 10873 & 10875.

FROM: Mr. R. G. Bell.

August 9th, 1943.

Re: Mrs. Hama KONISHI (widow) Reg. 08880,
Saigi KONISHI (Son) Reg. 08878.

The attached Agreement signed by the Oblate Fathers of the Sechelt Residential School covering the operation of the properties known as the KONISHI FARM applies to the following properties situated at Purpoo Bay (Sechelt):

- (1) Block 4 and 5, Dala 1471, Group 1, N.W.D., Plan 3660 (C/Title 51539-I in the name of Hama KONISHI).
- (2) Block 6, Dala 1471, Group 1, N.W.D., Plan 3660 (C/Title 20447-I in the name of Hannah KONISHI).
- (3) Lots 4, 5 and 6, Dala 1509, Group 1, N.W.D., Plan 3658 (C/Title 85578-I in the name of Saigi KONISHI).

Assessed values and 1943 taxes on these properties are as follows:

(1): Land \$700.00;	Improvements: \$ --	Taxes: \$12.65
(2): " \$1000.00;	" \$1,800.00	" \$40.00
(3): " \$300.00;	" \$ --	" \$ 6.90

In addition to the above, Mrs. Hama KONISHI is the registered owner (C/T: 51541-I) of 156 acres of logged-over timberland known as:

- (4) District Lot 5266, Group 1, D.N.W., the assessed value of which is \$1,560.00 and 1943 taxes \$49.92.

The son, Saigi KONISHI, is also the registered owner (C/T: 6883-I) of:

- (5) Lots 39, 40 and 41, Western portion of Dala 1329, Group 1, N.W.D., Plan 3777, but Alfred Musgrave HOWELL holds a registered Right to Purchase (dated 1st October, 1938) under which payments are not completed and in dispute.

RGB/P.
Attach.

10875-

September 6, 1943.

Mr. Arthur J. Nappola,
376 West 15th Avenue,
Vancouver, B. C.

Dear Sir:

Re: Saiji KONISHI & Alfred Magriva HOWELL
Agreement dated October 1, 1938
lots 29, 30 & 31 in Selma Park, Seattle, RC

In reviewing our file covering correspondence in connection with the negotiations you have been conducting with Mr. Saiji Konishi and with Mr. Alfred M. Howell, it appears to us that agreement has not yet been reached between your client, Mr. Konishi, and Mr. Howell in connection with the property briefly described above. We do not know whether or not Mr. Howell has been corresponding direct with Mr. Saiji Konishi, Police Registration No. 08878, of Le J. C., B. C., and the latest information we have received from you is to the effect that your client, Mr. Konishi, has stated to you that he is willing to accept nothing less than \$1,600.00 payable in monthly instalments of \$20.00 without interest.

In brief, it is our understanding that the original agreement between Howell and Konishi called for payment of a total of \$3,300.00 at the rate of \$15.00 per month during the first five years without interest and at the rate of \$25.00 per month thereafter also without interest, and that payments made by Howell to date amounted to approximately \$960.00.

It seems apparent that Mr. Konishi fully appreciated the fact that at the time the original agreement was made at the price then agreed upon of \$3,300.00 this amount was in excess of the actual value. Mr. Howell has had the property appraised, as you know, and has indicated to us his willingness to pay an unspecified amount under a new agreement. At this particular stage the Custodian is not in a position to arbitrate.

If, however, you will be good enough to get in touch with both Mr. Howell and by correspondence with Mr. Konishi and indicate to us clearly the exact status of your negotiations, indicate clearly the views of Mr. Konishi and also those of Mr. Howell and provide us in conclusion with your own recommendations as to a compromise settlement which you believe is equitable and which you believe should be acceptable to both

127114
to Mr. Alfred H. Howell

H. P. Alexander,
Manager.

Dear Sir:

As a last resort only and in the event you are not able to get both parties to agree to an arrangement satisfactory to both parties, and if we, at that time, are also unsuccessful, the Custodian is quite prepared to arrange for sale of Mr. Kontant's equity in the property on which we are under a mortgage dated October 1, 1936, or to take other steps towards realizing this loan to a close depending, however, in large measure upon your own recommendation.

As a last resort only and in the event you are not able to get both parties to agree to an arrangement satisfactory to both parties, and if we, at that time, are also unsuccessful, the Custodian is quite prepared to arrange for sale of Mr. Kontant's equity in the property on which we are under a mortgage dated October 1, 1936, or to take other steps towards realizing this loan to a close depending, however, in large measure upon your own recommendation.

As a last resort only and in the event you are not able to get both parties to agree to an arrangement satisfactory to both parties, and if we, at that time, are also unsuccessful, the Custodian is quite prepared to arrange for sale of Mr. Kontant's equity in the property on which we are under a mortgage dated October 1, 1936, or to take other steps towards realizing this loan to a close depending, however, in large measure upon your own recommendation.

As a last resort only and in the event you are not able to get both parties to agree to an arrangement satisfactory to both parties, and if we, at that time, are also unsuccessful, the Custodian is quite prepared to arrange for sale of Mr. Kontant's equity in the property on which we are under a mortgage dated October 1, 1936, or to take other steps towards realizing this loan to a close depending, however, in large measure upon your own recommendation.

ARTHUR J. KAPPELE

BARRISTER AND SOLICITOR
NOTARY PUBLIC

7a 2285 R.

TELEPHONE: SEYMOUR 4227
CODE: "KAPPELE"
WESTERN UNION

OFFICE: 376, W. 18th. Ave.
VANCOUVER, B.C.

September 15th. 1943

R. P. Alexander, Esq
Manager, Japanese Evacuation Section
506 Royal Bank Building
Hastings & Granville
CITY.

EVACUATION SECTION	
Rec'd	SEP 20 1943
File No.	10875
Ans.	<i>John</i>
Referred	<i>W. Arthur</i>

Dear Sir,

Re: Saiji Konishi & Alfred M. Howell

Your letter herein of the 8th. inst. to hand.
In my judgment no further purpose will be gained
by protracting this matter. On November 13th. 1942 I
wrote a strong letter to Konishi stating that I thought it
would be wise to accept Howell's offer. Konishi wrote me in
reply and I am sure that nothing either you or I can do will
change his mind. I am enclosing Konishi's letter to me.

To my mind Howell cannot be relied on. I have written
him four letters asking him to call and see me but he pays no
attention to my letters.

Howell is taking advantage of the Japanese situation
and while I do think the price was high, Howell bought it
with his eyes open and the terms of payment about as easy as
they could possibly be.

Of course if Howell calls on me I will discuss the
matter with him further but do not expect any change in his
attitude. Konishi as I say will not budge any further so we
are faced with a situation which calls for some action on
your part.

I would indeed like the matter settled. I have spent
considerable time on the negotiations and written
many letters without so far any remuneration for my services.

Your letter properly sets out the terms of the
agreement and the amount paid on account by Howell.

Yours sincerely,

Arthur J. Kappele
376, W. 18th. Ave. Vancouver B.C.

Se Jac. B.C.
Nov 30th 1942.

Mr A. J. Kapple
Van B.C.

Dear Kapple

I have received your letter to-
day I see you got in touch with Mrs
Howell, the agreement was made out for
\$3300. = if he is only going to pay \$1100. I
will be in a big hole I would not take
nothing under \$1600⁰⁰/₁₂ and \$20⁰⁰/₁₂ a month
until this \$1600 is all paid even so I am
losing considerable amount on the deal
but long as I get \$1600⁰⁰/₁₂ I will take this
offer Howell is even getting a very good deal
on this I want you to talk to Howell &
find out what he thing of the deal.
Even custodian take this matter up when
do I get paid on the deal are they going to
pay every month or not I want you to
find it out for me I will not take the
\$1100. offer I will take at least \$1600⁰⁰/₁₂ +
\$20⁰⁰/₁₂ per month & Howell pay the tax & he
is getting good for for this I am even charging
interest so will you let me now
this is best I can do. good. by for now.

Yours truly

S. K. Kashi

Se Jac B.C.

ARTHUR J. KAPPELE

BARRISTER AND SOLICITOR
NOTARY PUBLIC

EVACUATION SECTION

Rec'd SEP 28 1943

File No. 10835

Ans. *McArthur*

Referred *McArthur*

TELEPHONE: SEYMOUR 4227
CODE: "KAPPELE"
WESTERN UNION

OFFICE: DOMINION BUILDING
207 HASTINGS STREET WEST
VANCOUVER, B.C.

September 25th. 1943

R. P. Alexander, Esq
Manager, Japanese Evacuation Section,
506, Royal Bank Building
Hastings & Granville Sts.
CITY.

Dear Sir,

Re: Saiji Konishi & A. M. Howell

I beg to advise you that Mr Howell called on me this morning and we discussed this matter at length. I told him definitely that as far as I was concerned I would not agree to the payment he suggested, namely \$ 500.00 dollars and that he would have to increase this offer considerably before I would agree on behalf of Konishi.

After considerable discussion Howell agreed to pay \$ 1000.00 in addition to what he has already paid. This amount with the \$ 560.00 odd dollars already paid Konishi brings the purchase price up to \$ 1560.00. This \$ 1000.00 is to be paid at the rate of \$ 15.00 per month, first payment to be made just as soon as your Department states that the price is satisfactory.

On behalf of Konishi I feel that under all the circumstances Howell's offer is fair and should not be refused.

If you will advise me the acceptance of this new offer I will telephone Howell (Bay. 4594 H) and he will do whatever is necessary to make the agreement binding.

If the offer is accepted I trust that arrangements can be made to pay my account out of the monthly payments.

Yours truly,

Arthur J. Kappele
376, West 18th. Ave. City

Sept 30/43
By telephone Mr Kappele
agreed to submit this proposal
to his client and also to get
Konishi's OK to his bill being
paid out of revenues as &
when received by me
AJ

10875.

September 30th, 1943.

Mr. Arthur J. Kappala,
Barrister and Solicitor,
Dominion Building,
207 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Balli KONISHI - Reg. No. 08878.

We are in receipt of your letter of the 25th instant and note that in addition to the \$560.00 paid to date under Agreement for Sale dated 1st October, 1938, Mr. A. H. Howall now agrees to pay a further \$1000.00 (at the rate of \$15.00 per month), and that you recommend that this be accepted in full settlement.

We confirm our telephone conversation of today, the result of which is: (1) you will submit the above proposal to Mr. Konishi and recommend him to accept it; (2) that you will get Mr. Konishi to pass your account for payment by this office out of the above revenues as and when received by us.

Please advise us of Mr. Konishi's reply as soon as received.

Yours truly,

R. G. Ball,
Administration Department.

RGB/P.

*Howall phoned
76 Oct. asking
for review of
affair. Had
a long talk with
Kappala
re: Howall.*

10875 & 10673

October 13, 1943.

Mr. W. J. Martin,
Sechelt, B. C.

Dear Sir:

With further reference to our letter of September 8th, in regard to your offer of One Hundred and Fifty Dollars for the Chevrolet truck stored at the Konishi farm, Sechelt, we wish to advise that this truck has been appraised and the value placed on it is One Hundred and Fifty Dollars.

Your offer is therefore accepted. Upon receipt of your certified cheque for One Hundred and Fifty Dollars (\$150.00), payable to the Custodian of Japanese Property, we shall forward transfer papers.

Yours very truly,

F. Matheson,
Specified Articles Department.

10875

October 13, 1943

Mr. V. F. Dunn,
Government Telephone Service,
Sechelt, B. C.

Dear Sir:

Saiki KONISHI, Reg. #06878

With further reference to your letter of September 4th and ours of September 8th, we wish to advise that the 1929 Model A Ford, stored at the Konishi farm, Sechelt, has been appraised. The value placed on this motor vehicle is Seventy-five Dollars (\$75.00). If you are interested in purchasing this car at that price, kindly send your certified cheque for that amount to this office, payable to the Custodian of Japanese Property. Upon receipt of your certified cheque, we shall forward transfer papers.

Yours very truly,

F. Matheson,
Specified Articles Department.

10875

October 18, 1943

Mr. R. S. Hackett,
Post Master,
Sechelt, B. C.

Dear Sir:

With reference to your letter of October 15th, in connection with the Ford at the Konishi farm, it will be in order for you to put up a notice offering this for sale if you wish.

When this motor vehicle is sold, we shall send the purchaser the transfer papers and a letter that will authorize your turning the vehicle over to him.

Thank you very much for the interest you have taken in this matter.

Yours very truly,

F. Matheson,
Specified Articles Department.

Post Office,
SECHELT. B.C.
October 15th 1943.

EVACUATION CERTIFICATE	
11161077	
Rec'd	
File No.	10875
Ans.	Gm
Referred	Matheson

Department of The Secretary of State,
506 Royal Bank Building,
Vancouver. B.C.

File No.10875.

Dear Sir:-

I have for acknowledgment your letter of 13th instant relative to the sale of the Ford car at the Konishi property to Mr. F.V.Dunn, and your enclosure of the copy of the letter you had written to the latter in this connection.

Should Mr. Dunn not proceed with the purchase of this vehicle, I would suggest your sending me a notice for display in the Post Office offering this car for sale, and am of the opinion that it could be more easily disposed of locally than by moving it to Vancouver, should such be considered.

It will be necessary for me to obtain your authority to hand over the key of the Ford car to the purchaser of the vehicle.

Yours truly,



(R.S. Hackett). Postmaster.

10875.

November 8th, 1943.

Mr. Saiji KONISHI,
Registration No. 08878,
c/o Lajee Indian School,
Lajee, B. C.

Dear Sir:

On the 25th September your Agent, Mr. Arthur J. Kappale wrote advising us that as a result of negotiations conducted by him on your behalf, Mr. A. M. Howell had offered to pay a further \$1000.00 (at the rate of \$15.00 per month) in execution of his obligations under the Agreement for Sale dated 1st October, 1938, and that he had recommended you to accept this offer.

We are today in receipt of a further letter from Mr. Kappale, replying to a query from this office on the subject, advising us that he had not had any reply from you. Please give this matter your attention and reply to Mr. Kappale or to this office.

Our records show the above-mentioned Agreement for Sale to have been registered (13/7/1939 as 14008-M) against the property known as "Lots 39, 40 and 41, Westerly portion of District Lot 1329, Group 1, N.W.D., Plan 3777", for which the agreed price was \$3,300.00. The Agreement shows this price was to have been paid at the rate of \$15.00 per month without interest, but we understand that only \$560.00 has been paid to date, so that the suggested settlement would represent a total payment of \$1,560.00.

In case you are not aware of the fact, we should add that recently there has been an active demand for properties situated between Selma Park and Robert's Creek, where this property is located.

Yours truly,

R. G. Bell,
Administration Department.

RGB/P.

c.c. to Mr. Arthur J. Kappale,
376 West 18th Avenue,
Vancouver, B. C.

Files 10873, 10874 & 10875

November 18, 1943

Memorandum to Mrs. McArthur

From: F. Matheson

Attached is list of papers from the three Konishi files dealing with the motor vehicles and the agreement between the Konishi family and Oblate Fathers.

There is nothing on the files of Hana Konishi, File 10873, owner of the Chevrolet truck, or Saiji Konishi, File 10875, owner of the Model A Ford to indicate that these vehicles were included in the agreement with the Oblate Fathers.

Various letters, referring offers to purchase these vehicles to the owners, would indicate that Mr. Alexander did not consider these as forming part of the goods referred to under the agreement.

These vehicles were sold at the prices given by the owner in the list on File 10874.

The vehicles have, apparently, not been used, and Mr. Haslam, who purchased the Ford, stated that one tire had been stolen, and that there was a possibility that the engine might have frozen during the cold spell last Winter. He purchased the car to get parts to repair his own Ford.

One reason these were not taken into custody by the RCMP would likely be, there is no road from Sechart to Vancouver, and the condition of the cars did not warrant the expense of having these shipped in by boat.

These vehicles might be considered as falling into the same category as the bull that was shot; that is, property of the Konishi family that was suffering from lack of attention.

The tires appear to have been the most valuable part of these vehicles. Tires deteriorate on cars left standing in a garage, quite apart from the possibility of theft.

No offers were received for the Studebaker.

(34) June 1, 43 "In any case, the motor vehicle owned by Saiji Konishi is in this category and at the present time the Custodian has no power to force the Japanese owner to sell the car. He points out however that it is very foolish of the owner to continue to refuse to sell the car as it will undoubtedly depreciate and anything that will happen to it in the meantime is not the responsibility of the Government but of the owner."

"I am afraid that until the Custodian's office is given the power to dispose of this automobile or the owner has a change of heart, nothing can be done in connection with this matter."

(35) July 14, 43 Offer to purchase Ford for \$45.00 from
(10875) V. F. Dunn.

(36) July 14, 43 Offer to purchase Chevrolet truck for
(10875) \$150.00 from W. J. Martin.

(37) July 16, 43 Both offers referred to Saiji Konishi.

(38) Sept. 4, 43 V. F. Dunn to Mr. Alexander "Ford car
(10875) is fast deteriorating, but I can use some of the parts."

(39) Sept. 8, 43 Mr. Alexander from F. Matheson "What
(10875) should be done about Chevrolet?" (Mr. Martin had taken the matter up with one of Mr. Robinson's assistants and was getting worked up over the fact that Mr. Martin needed the car but it was being allowed to fall to ruin rather than sell it to him.)

(40) Sept. 8, 43 Mr. Alexander suggested that an appraisal
(10875) be obtained, and suggested that Mr. H.S. Hackett would be able to supply name of suitable appraiser. Letter to Mr. Hackett.

(41) Sept. 8, 43 Mr. Hackett suggest Gordon Dobson to
(10875) appraise vehicles. States the keys in his (Hackett's) possession.

(42) Sept. 27, 43 Mr. Shears from F. Matheson, giving
(10875) appraised values; i.e., Ford-\$75.00, Chevrolet-\$150.00, and asking if these could be sold.

(43) The appraisal of Mr. Dobson is on file
10873, Sept. 23, 1943.

- (43) Oct. 13, 43
(10875) This memo referred to Major McAllister who suggested that Martin and Dunn be written advising them of the appraised values. This was done.
- (44) Oct. 28, 43 Mr. W. J. Martin purchased the Chevrolet truck for \$150.00
- (45) Nov. 10, 43 Mr. C. F. Haslam purchased the Model A Ford for \$75.00.

- (19) Aug. 11, 42
(10874) Mr. Spain to Mr. Alexander states, offers rejected. Chevrolet belongs to Hana Konishi.. The Ford to Saiji Konishi.
- (20) Aug. 13, 42
(10873) Mr. Alexander to Mr. J. Martin "Your offer (\$75.00 for the Chev. truck) has been referred to Mrs. Konishi and she has rejected your offer with the statement that the new tires are worth more than the price offered."
- (21) Aug. 13, 42
(10875) Mr. Alexander to J. Martin - offer of \$40.00 for Ford referred to Saiji Konishi who has rejected your offer.
- (22) Sept. 20, 42
(10875) R. S. Hackett to Mr. Alexander: "Relative to the motor vehicles owned by the Konishis and the recent offer to purchase by Jos. Martin. As a matter of fact the Model A Ford car and Chevrolet truck are not in themselves worth any more than has been offered for them, and had it not been for the tires, and the high value placed on these items at the present time, I think it would have been good business to dispose of these vehicles. They are depreciating in value all the time, and if they are to be laid up indefinitely in the old shack in which they now stand, without the engines being turned over occasionally they will not be worth very much if left to the end of the war."
- (23) Nov. 13, 42
(10875) V.F. Dunn inquires about Ford purchased some years ago by Konishi for \$45.00 to \$50.00 and offers to buy if price is put on it.
- (31) Nov. 16, 42
(10875) Mr. Alexander to Saiji Konishi pointing out that vehicles are deteriorating.
- (32) Nov. 30, 42
(10875) S. Konishi to Mr. Alexander "I am not selling my Ford car. I am not even selling the Chevrolet truck".
- (33) Dec. 4, 42
(10875) V.F. Dunn notified of Konishi decision.
- (34) June 1, 43
(10875) David McKee, Canadian Legion to Mrs. A. A. French, Sechelt, re V.F. Dunn and the Model A Ford: "I have discussed this case with the office of the Custodian and I am informed by him that certain motor vehicles were in such condition when seized by the RCMP that it was not found either expedient or desirable to sell these motor vehicles. I am not quite clear as to whether or not the type of motor vehicle was not in demand or whether the vehicle was not in very good condition."

Files 10873, 10874, & 10875

- (12) June 10, 42
(10875) JP form of Saiji KONISHI - Real Property
(1) Lot 4, 5, & 6 D.L. 1509 - 15 acres
(2) Selma Park, Lot 39, 40, 41 D.L. Unknown
On(1) wooden shed. Attachment of portable saw mill.
On(2) 1 1/2 Storey frame building used as store, 20x40 garage, 3-room bunkhouse, 2 sheds. Oblate Fathers will pay taxes on (1) No motor vehicles declared.
- (13) June 9, 42
(10875) JP form of Hans KONISHI - Real Property
(1) Dist. Lot 5266 - 156 acres timberland
(2) Blocks 4, 5, 6, Dist. Lot 1471 - 16 acres Farmland.
On(2) 7-room frame bungalow, 20x40 barn, 60x60 barn, chicken house, root house 11x14, pig houses, garage, sheds of all kinds. Leased to Oblate Fathers.

List of Chattels contains:
1 Chev. truck 1929
1 Ford car 1930
1 Studebaker 1928
- (14) June 29, 42 Report of Mr. E.F. Read, recommending that nothing be done to interfere with agreement between Konishi family and Oblate Fathers, also recommending that one bull (value \$50.00) shown on list of goods and equipment turned over to Oblate Fathers be shot, as the pen had not been cleaned and the bull was in a dangerous condition.
- (15) July 23, 42
(10873) Mr. Alexander to Father McGrath, states that Custodian has no intention of interfering with arrangement made with Konishi family. Encloses tax notices for Lots 4, 5, 6 D.L. 1471, (Hans Konishi) and Lots 4, 5, 6 D.L. 1509 (Saiji)
- (16) Aug. 4, &
6, 42
(10872) Mr. Jos. Martin's offer to buy truck or car.
- (17) Aug. 7, 42
(10872) Mr. Alexander to Mr. Spain to refer offers of \$40.00 for Ford and \$75.00 for Chevrolet to Konishi family.
- (18) Aug. 7, 42
(10873) Father Dunlop to Mr. Alexander - "As far as we know description of land set down in your letter of 20th of July is correct."

(Original of
agreement
handed to
Mr. Richardson)

4. That all reasonable care will be taken of the property and effects but that the Oblate Fathers will not assume responsibility for loss by accidents, fire, theft or vandalism, of the said property and effects.

(7) May 26, 42
(10874)

J. M. McGrath letter states that fire insurance would most likely be taken out by Konishi.

(8) May 28, 42
(10874)

Letter from RCMP, enclosing copy of letter from B. C. Security Commission, reading: "With reference to your letter of the 21st instant forwarding copy of a letter from Mr. R. P. Alexander of the Custodian's office, the Commission agrees with your view in regard to the automobiles mentioned in Mr. Alexander's letter, and considers it advisable to leave them in the custody of the Sechelt Residential School. It is noted that the total value of the three cars is only \$275.00."

(9) May 30, 42
(10874)

J.P. Form signed by Sanji Konishi, lists Real Property: Block 4, 5, 6 D.S. 1471, NW Dist. Block 4, 5, 6 D.S. 1509, NW Dist. District Lot 5266-156 acres, Lots 39, 40, 41 Selma Park, Sechelt, House, barns, etc. No motor vehicles declared.

(10) May 31, 42
(10874)

Father McGrath, enclosing registration forms, states that the arrangement had only to do with the farm.

(11) June 9, 42
(10874)

JP form, signed S. Konishi (signature appears to be that of Saiji) carrying reg. number, name of Sanji, lists, 1929 Ford Model A, 4 tires, in garage at home at Porpoise Bay. Key of car handed to Deputy Custodian, Sechelt. No real property declared.

MEMORANDUM TO FILES 10873, 10874 & 10875

November 18, 1943

From: F. Matheson

Re: Motor Vehicles Belonging to Konishi Family

These three files are involved. The following is a summary of papers on the three files bearing on the motor vehicles and the agreement with the Oblate Fathers. These papers are listed in chronological order (not the order in which these are filed) and the file on which the paper appears is shown.

- (1) March 23, 42
(10874) Report of R.S. Hackett - Dealing with land, buildings, equipment and live stock. Suggests Indian School (Oblate Fathers) as logical people to lease property.
- (2) May 12, 42
(10874) Letter from J. McGrath, Oblate Fathers, outlining terms under which they would lease the property.
- (3) April 25, 42
(10874) List of goods and equipment signed by Sanji Konishi and J. M. McGrath.
Signed May 5, 42
List contains:

1 Chevrolet truck 1929-	\$150.00
1 Ford car 1930 -	75.00
1 Studebaker 1928 -	50.00
- (4) May 18, 42
(10874) Mr. Alexander to Father McGrath: "We agree, for the time being, that you should take over the Konishi farm and operate it according to your judgment."
- (5) May 20, 42
(10874) Col. Hill, RCMP from Mr. Alexander - Re motor vehicles
- (6) May 25, 42
(10874) Copy of agreement signed by Sanji Konishi and J. M. McGrath
 1. It is agreed by both parties (a) that full authority and responsibility for the running of the farm is to be assumed by the Oblate Fathers of the Sechelt Residential School, Sechelt, B. C.
 2. That the farm will be operated in such a way and maintained in such way that at the return of the Konishi family the said farm will be found reasonably in the same condition as when transferred.
 3. That the taxes on the said farm will be paid by the Oblate Fathers of the Sechelt Residential School.

10873, 10874 & 10875.

November 26th, 1943.

Rev. B. F. Dunlop,
Seeholt Residential School,
Seeholt, B. C.

Dear Sir:

Re: Mrs. Hana KUNISHI - Reg. No. 08880,
Sanji KUNISHI (Son) Reg. No. 08333,
Shiji KUNISHI (Son) Reg. No. 08878.

We have to acknowledge receipt of your letter of the 10th instant on the subject of your lease of the Kunishi Farm.

With a view to clearing up any misunderstanding that may exist we would explain that under the Consolidated Regulations Respecting Trading with the Enemy (1939), and subsequent Orders in Council relating thereto, the interest of individuals of the Japanese race in the protected areas of British Columbia became vested in the Custodian from the time such individuals were evacuated from those areas.

A large number of the Real Properties (land and buildings) thus vested in the Custodian have, under an interdepartmental agreement, been taken over by the Director of the Veterans' Land Act. The transfer is subject to existing tenures so that your position and obligations are not affected by the change in the name of your landlord. Personal Property (chattels, including equipment) is not included in the transaction and will continue to be the concern of this office.

With regard to the Motor Vehicles, a review of the above files shows that these, i.e.,

One 1928 Studebaker Car	valued @ \$ 90.00
One 1930 Ford Car	valued @ \$ 75.00
One 1929 Chevrolet Truck	valued @ \$150.00

did not form an essential part of the farm equipment but that they had been left stored in a shed because their value did not justify the expense of removal at the time the B.C.L.A. were rounding up and impounding all such vehicles. This office eventually sold all impounded vehicles to save the deterioration and expense connected with their storage, and the Department concerned was only carrying out this established policy in disposing of

Rev. H. F. Dunlop.

Page 2.

November 26th, 1943.

2 out of the 3 vehicles mentioned above. The Japanese owners are advised of such sales and of the amount of net proceeds passed to the credit of their account.

We trust this brief explanation will make the situation clear to you.

Yours truly,

R. G. Bell,
Administration Department.

RM/P.

LeJao

Feb. 17 1946

Mr A. J. Kappelo
576, W. 18th.
Van. B.C.

Dear Sir,

I have a letter from Custodian stating of Mr A. M. Howell. I will not take Howell offer if I do I am loosing considerable lots of money on it. I will not let him have it under agreement price if he refuse to pay agreement price you cancel his agreement and sell it to someone else. If you do sell to someone else you charge them \$ 3000-00 and they pay for the tax I could not go under this price for Lots 39, 40. 41 included with this price.

I am sorry I did not know this before my Brother Saiji did not let me know so it made it delay. If the next people take it up you charge them interest on unpaid balances and do not make time for payment too long.

Will you take this matter up with A. M. Howell and Custodian and will you let me know and ask Custodian what they intend to do with the money after its sold. Let me know full particulars please.

Le Jao B.C. Sgd. Sangi Konishi

10873
10874
10875

Follow up on 10874

SANJI

February 28th, 1944

Mr. R. S. Hackett,
Postmaster,
Post Office,
Seeholt, B. C.

Dear Sir:-

Re: KONISHI, Mrs. Hana
KONISHI, Sanji
KONISHI, Sanji

This is to thank you for your letter received here on February 21st referring to us an offer made by Mr. Derby at your end for the horse mowing machine.

We are now going ahead with liquidating Japanese property and as a general rule either hold auctions or call for tenders. Only in rare cases can we make private sales of this nature.

Moreover, although the Soldier Settlement Board will eventually be taking over this farm, we understand that the Oblate Fathers are still running it under the original agreement with the Japanese. This made them responsible for the chattels and equipment of the farm except in the event of loss by accident, fire, theft, or vandalism, and we are anxious not to disturb this arrangement.

It is a fact that these chattels will eventually have to be liquidated especially as the Soldier Settlement Board are not interested in taking them over, and we will at that time have to find some solution of the problem. We should always welcome any suggestions but meanwhile prefer not to take any piece-meal action.

Yours truly,

H. F. Green
Protection Department

HFG:IF

ARTHUR J. KAPPELE

BARRISTER AND SOLICITOR
NOTARY PUBLIC

TELEPHONE: 227-0000 4227
CODE: "KAPPELE"
WESTERN UNION

OFFICE: 207 HASTINGS STREET
VANCOUVER, B.C.

March 3rd. 1944

EVACUATION SECTION	
Rec'd	MAR 8 1944
File No.	10875
Referred	Bill

R. G. Bell, Esq
Administration Department
Japanese Evacuation Section
506 Royal Bank Building
Hastings & Granville
CITY.

Dear Sir ,

Re- A.M. Howell and Saiji Konishi- 08878

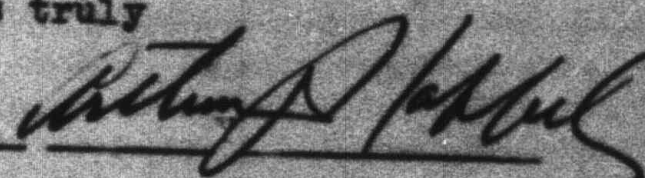
I beg to advise you that I am in receipt of a letter from Sanji Konishi , a brother of Saiji Konishi, a copy of which I am enclosing as it speaks for itself.

I might point out that this brother Sanji did all the business for the family and they all relied on him. I fancy that Konishi gathers from your last letter to Saiji that there was a great demand for property between Selma Park and Roberts Creek .

As matters stand now I do not see how we can avoid an action to set aside the agreement with Howell, unless he will pay up the balance owing under his agreement.

Let me hear from you if I can be of any assistance.

Yours truly



376, W. 18th. Ave. CITY.

MEMORANDUM

Re: File 10073.

From: Mr. A. E. Hall.

March 16th, 1944.

Re: SALES AGREEMENT - Reg. No. 10073.

Under an Agreement for Sale (S.D. 14008-6) dated 1st October, 1939, the above registered owner sold to Alfred Hargrave HOWELL the above land (hereinafter) property known as Vancouver Assessment District, Lots 10, 11 and 12, Western portion of District Lot 1329, Group 1, New Westminster District, Plan 3779.

The consideration agreed on was \$3900.00 payable as follows:

First 3 years: \$15.00 on the 1st of each month -- \$ 450.00
Second 3 years: \$15.00 on the 1st of each month -- \$ 450.00
Third 3 years: \$15.00 on the 1st of each month -- \$1500.00

S.D. 14008-6 covers a 5-year lease of Lot 43 to the Standard Oil Company, at \$15.00 per month commencing 1/7/1939. A note on file (10/10/1942) shows this lease to have been terminated 23/6/1940.

The last payment made by A. H. Howell was in December, 1941, (\$15.00), the total paid to that time being \$570.00 (A. J. Kappale letter of 11/1942).

With the above letter A. J. Kappale enclosed copy of Whitcher & Whitcher's appraisal of the property on 4th November, 1942 (1) at \$1,000.00 and reported A. H. Howell's wish to enter into a new agreement whereby he would pay a total of \$1000.00, which was later refused by Kappale, who counter-offered \$1000.00 payable \$20.00 per month.

On 9/9/1943 A. H. Howell wrote stating that he had (1) paid \$100.00 under the original agreement for Sale; (2) paid \$1000.00 on improvements to the property during the period of his occupancy thereof; (3) offered to pay a further \$100.00, at the rate of \$15.00 per month, by way of completing his original contract.

On the 9/9/1943 Mr. Alexander, in a letter to Mr. A. J. Kappale, reviewed the situation as at that date.

On the 21/9/1943 A. J. Kappale reported A. H. Howell's new offer to pay a further \$1000.00, at \$15.00 per month, in settlement, which he thought it advisable to accept. Kappale failed to reply to his solicitor's letters and on the 3/11/1943, 7/12/1943 and 11/2/1944, the latter sent through the Principal of Indian Residential School and resulting in Kappale writing to A. J. Kappale definitely refusing Howell's offer and repudiating, among other things, cancellation of original agreement.

(P.T.A.)

1/2 5/8/1967. A. H. Howell telephoned reporting an accident involving
for a condition ruling regarding the present position in this
matter. He wants to know whether or not this office has
been in any way affected by this accident, which he has apparently
because accident to get hold of.

HR/P.

File

During a call to the office on 12/3/1967, A. H. Howell
(whose interest in the property is most probably due to being
valued) explained that the high price originally agreed on transfer
from his pressing need of garage and that room facilities to hold a
transfer for a day between Fowler Harbor and Ottawa's Landing,
which became unusable as a result of bad conditions. In a letter
dated 12/3/1967 he confirmed a verbal statement to the effect that he
had spent \$1300.00 on the property.

MEMORANDUM

TO: File 13575

FROM: Mr. R. G. Hall

May 29th, 1944

Re: File 13575 - Reg. No. 13575

Mr. A. W. Russell called this morning to discuss the subject of my Memorandum of the 16/3/1944.

A lengthy discussion in the presence of Messrs. Sherr, Wright and Hall resulted in agreement on the following points:

- (1) That the sum of \$3,300.00 shown in the original Agreement for Sale (1/10/1938) from Gaiji HIRISHI to Alfred Mangrove HIRSHI did not represent the market value of the property at date of contract but the value plus interest over the 15-year period during which the purchaser undertook to make his monthly payments to the Vendor in the form of rent.
- (2) That purchaser's business (for which the property was purchased in the first instance) was a war casualty and that the purchaser is not at the present time financially able to implement his contract.
- (3) That, to enable the Custodian to liquidate the property by advertising for competitive bids, it is necessary to free the title of the registered charge represented by the above Agreement for Sale, and as a quid pro quo for agreeing to this,
- (4) Mr. A. W. Russell be given the opportunity of making the best bid himself for the property, provided such bid is not less than our appraised value, and
- (5) In the event of the highest bid exceeding \$1000.00 (beyond which he would not be interested) Mr. Russell to be granted the sum of \$200.00 in liquidation of his interest in the improvements (which he claims are his over \$1000.00).

[Handwritten signature]

[Handwritten notes:]
We have a plan
that the land
should be sold
at a price
of \$1000.00
by the party

File No. 10875.

June 1st, 1944.

MEMORANDUM

TO: The File

FROM: Mr. D. A. Cramer

Saaji KOWISHI, and
Alfred Macgrave Howell
Lots 39, 40, 41, Westerly portion
of D.L. 1329, Sp. 1, N. W. D.,
Plan 3777.

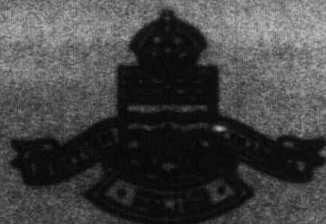
I have known Mr. Howell for a good many years. We have done business together in a very satisfactory manner. He was formerly Secretary of the Ho Jung Oil Co. Ltd., but as I understand he sold out his interest, using the proceeds to take on a Stage Bus business - running from Gibson's Landing to Pender Harbour. At the same time, he made a deal with the Standard Oil Co., whereby he leased one of the above lots to them as a filling station. Sometime before the War I had quite a long talk with him on Pender Street, and he told me that he had quite a fine business started but that he was quite heavily obligated. This did not worry him however, as the business was taking care of all obligations and left a fair margin for running expenses. Then War broke out, and as that District is supported by the Timber and Mining industry, almost over night his business had vanished, so if he claims that he lost everything I believe that to be true. He is quite a clever man and given a break should re-establish himself, and be able to take care of any obligation he assumes.

In October 1942, I interviewed both Mr. Hamilton, Manager, and Mr. Broderick, who had charge of the Leases, of the Standard Oil Co., and they confirmed the fact that this was a War casualty.

D. A. Cramer

240:33

DIVISION: 2
DISTRICT: Vancouver
DETACHMENT: Sechelt



FILE No.

DATE: 8-9-44

FR - FOR

WEL

FORM REF.

DIV. REF.

DIST. REF.

DET. REF.

UNORGANIZED TERRITORY.

REPORT.

KOWIASHI, Seichi - Reg. No. 98878.

- (1) With reference to the memo from the Administration Dept., Office of the Custodian, Japanese Evacuation Section dated 51-8-44 received through the N.C.O. I/C., Vancouver District, I beg to report this property is in the same condition as five months ago when the undersigned first took over this Detach. All windows facing the road were broken but doors and windows have not been removed. The doors are unlatched but still there. The property looks abandoned and is an eye-sore. When the Jap owner was removed, it was reasonably certain the property would stand unattended for some years and should have been secured with boards right away.
- (2) Recently, Mr. Rackett spoke to the undersigned about this property as someone had told him the doors and windows were insecure and Mr. Rackett agreed the property should be better secured than at the present time.
- (3) The undersigned passes the property almost every day but the elements are doing more to depreciate the property now.

COMMENTED.

To The N.C.O. I/C.,
Vancouver District,
Vancouver, B.C.

W. Ayler
(W. Ayler)
Constable, Reg. #738,
I/C Sechelt Detach.

OFFICER COMMANDING
"E" DIV.

SEP - 5 1944
G. J. Duncan
N. C. O.
I/C, Vancouver District

DISTRICT: Vancouver
DETACHMENT: Sechelt



FILE No.

DATE: 6-10-44

PL. or FOR

6-9-44

UNORGANIZED TERRITORY.

SKIRM REPORT.

WITNESS. Smith - Reg. No. 68878.

(1) Whilst on patrol of the above property in the a.m. of Friday, October 6th 1944, it was noted six windows had been removed from the rear of the garage building. These windows contain six panes of glass, each about 8" x 12" and are unpainted, very old and will probably be used for a chicken house.

(2) The nearest resident is one Archie Wignere, a carpenter who was questioned but denied knowledge of the present whereabouts of the windows. Neither had he heard any noise at night recently although he was sure they were in place about Saturday September 30th 1944. He thought they were stolen about Sunday October 1st 1944 as he missed them that day. He said he had been looking after the property as a friend of his intended buying it.

(3) Investigation will be made at Roberts Creek and points east in an endeavour to recover these windows.

(4) Extra copy attached for the Dept. of the Secretary of State, Office of the Custodian, Japanese Evacuation Section.

UNRECORDED.

HYDR. REF.

DEVL. REF.

DET. REF.

DET. REF.

To The F.C.O. 1/C.,
Vancouver District,
Vancouver, B.C.

H. Aylward
(W. Aylward)
Constable, Reg. #738,
1/C Sechelt Detach.

FORWARDED TO
OFFICER COMMANDING
"E" DIV.

OCT 7 1944
G. P. P.
N.C.O.
1/C, Vancouver District

The Custodian
 Enemy Property
 Japanese Branch
 Vancouver B.C.

1628
 Vancouver B.C.
 Nov 22/44.

EVACUATION SECTION	
Rec'd	NOV 25 1944
File No.	10875
Ans.	
Referred	Spin

File 10875
 S. Koriishi
 Selma Park
 Attention Mr. Spain

Dear Sir :-

Relative to our conversation of
 yesterday re Selma Park, herewith
 please note the following articles which
 have been stolen or destroyed between
 September 6th 1944 and October 16th this year.

Stolen

Destroyed.

Store.
 Bldg.

- 3 Glazed windows
- 3 Doors with hardware.
- 2 Steel leather upholstered stools.
- 1 Steel bed and springs.
- 2 Elec switches.
- 14 foot 3 Ply front of coffee counter.

- 7 Windows (glazed)
- 3 Doors.

Cottage.

- 3 Windows (glazed)
- 1 Door.
- Lumber partition.

- 5 Windows (glazed)
- 1 Door do.

Garage.

- 7 Windows (glazed)

- 2 Windows (glazed)
- 1 Door do.

I have reported this matter to the B.C.
 police officer located at Sechelt B.C. and
 he informed me that the theft and
 destruction of the chattels took place
 while he was on his vacation. I have
 also made a report to Staff Sergeant Duncan
 of the Provincial Police this city.
 I have been requested to be in Sechelt
 to meet the Police officer on Saturday, Nov.
 25th relative to this matter.

Upon my return to Vancouver
I will call on you and report
any new developments in this affair.

Trusting your department may
see fit to assist me in obtaining
the stolen property or compensation
for same.

I am

Yours very truly

J. M. Howell.

The Custodian
of Prop. Branch.
Van. B.C.

H.H.;

30/11.

This property was resold
to A.M. Howell "as is". Anything
recovered by the police will
go to him. I do not think
any liability attaches to this
office.

H.H.

10873,
Spec. Adv.

March 15th, 1945.

Mr. Gaiji KENIGT,
Registration No. 08878,
c/o Lafas Indian School,
Lafas, B. C.

Dear Sir:

Re: Lots 39, 40 and 41, Westerly portion of
District Lot 1329, Group 1, New Westminster
District, Plan 2777.

In conformity with the Government's policy of liquidation of properties in the protected areas of British Columbia the above was specially advertised and was sold, as of the 4th November, 1944, for the sum of \$1100.00, a price that was somewhat higher than the value placed on it by a qualified independent appraiser.

Adjustments of initial cash payment, rents, taxes, insurance, etc., have been completed and we enclose a statement of the transaction showing the amount (\$461.25) passed to the credit of your account. Balance payable under the Agreement for Sale will be collected as due and credited to your account.

For your information we also enclose a statement of your account, showing a balance of \$605.75 standing at your credit at the present time.

Yours truly,

R. G. Bell,
Administration Department.

RMB/P.
Encl.

c.c. to B. C. Security Commission,
Vancouver, B. C.

Mr. Saiji KOBISHI.

Page 2.

March 15th, 1945.

P.2. Liabilities: The above-mentioned statements deal with your assets and to complete the picture we must record your liabilities in the form of the following claims registered against you:

30/4/1942	Canadian Bakeries Limited	\$49.04
30/4/1942	Clark Fruit & Produce Co. Ltd.	<u>\$36.60</u>
TOTAL		<u>\$85.64</u>

Please confirm, or correct, the above statement and at the same time let us know what plans, if any, you have for liquidating these liabilities.

STATEMENT RE SALE OF:

Name: KONISHI, Saiji,

Catalogue No: Special Sale

File No: 10875

Street Address: Aug. 1st 1944

Reg. #08878

Legal Description: Roschelt, B.C.
39,40,41/W. Portion of D.L. 1329

Date of Sale and Adjustments Nov. 4/44

Sale Price \$1100.00 (Agreement for Sale \$600.00) Cash \$ 500.00

~~Real Estate Agents Commission~~ \$

Charge for Valuation 15.00

Charge for Advertising 18.80

Land Registry Office Transmission Fee 5.45

~~Disbursements:~~~~Unpaid interest~~~~Mortgage~~~~Insurance of House~~~~Other charges~~

Adjustments:

~~Fire Insurance~~

Taxes 3.50

~~Water~~19.25 \$ 503.50

Net Proceeds credited to your account 164.25

Date: March 15th, 1945.

Compiled by: Mr. George Peters

10672 & 10675.

April 3rd, 1945.

Mrs. Satoke KONISHI,
Registration No. 08879,
Lefse, B. C.

Dear Madam:

Re: Saiti KONISHI - #08878 (Deceased).

We regret to learn of the passing of your husband, at
Lefse, B. C., on the 2nd March, 1945.

As next-of-kin application for administration of your
husband's estate should be made by you, and as funds from his account
with this office cannot be distributed until this is done we list below
the information that should be included in your application to the
Official Administrator (Mr. Samuel A. Moore, Official Administrator,
County of Vancouver, Court House, Vancouver, B. C.) to enable you to make
direct application to him to act as Administrator.

- (1) Full name of deceased;
- (2) Date of death;
- (3) Cause of death;
- (4) Place of death;
- (5) Age and Nationality;
- (6) Did he leave a Will (if so attach copy);
- (7) Name and address of employer, if employed at the time of death;
- (8) Name of undertaker and his charge for services;
- (9) Name of person who ordered the services of the undertaker;
- (10) List of assets (those with Custodian will be reported direct to
Official Administrator);
- (11) List of liabilities (those with Custodian will be reported direct to
Official Administrator);
- (12) Full names of living next-of-kin, namely, the widow and children,
together with the names of living children of deceased children;

The nearest representative of the British Columbia Security
Commission will be glad to explain to you any points in this letter which
may not be clear to you.

Yours truly,

R. G. Ball,
Administration Department.

RGE/P.
c.c. to B. C. Security Commission.

10879

April 11th 1945

MEMORANDUM

To: Mr. F.G. Shears

From: Ian Macpherson

Re: Lots 39.40 and 41, D.L. 1329.

The Custodian has given an Agreement of Sale of the above to A.M. and E. Howell.

The Registrar of the Vancouver Land Registry Office refuses to registrar such an Agreement unless the title is first Transmitted to The Secretary of State. We made application to register the Agreement, and this has been done, but as you will note from attached Certificate he has Transferred title to the Secretary of State. This memo is to call your attention to this fact.

The land was sold in November last for \$1100.00 on terms of \$500.00 cash and 24 monthly payments of \$25.00 each.

Ian Macpherson

IM:ML

10875.

March 23rd, 1946.

Messrs. Macrae, Montgomery & Glynne,
Barristers and Solicitors,
Bank of Nova Scotia Building,
Vancouver, B. C.

Dear Sirs:

Re: Claims against S. KONISHI.

We are in receipt of your letters of the 22nd
ultimo and 21st instant.

It is not quite clear what action you wish this
office to take. In our letter of the 21st January we gave you all
the information we have regarding the Konishi brothers. This office
is not a collecting agency but when you have definitely established
the identity of your debtor we are prepared, if so desired, to
register your claim and ask debtor for confirmation of his debt.
Debts so acknowledged become a charge against debtors assets, if any,
in our hands.

Custodian interest is limited to the assets of
Evacuees remaining in the protected areas of British Columbia. We are
dependent on the Department of Labour, Japanese Division, 360 Homer
Street, Vancouver, for information regarding the whereabouts of Evacuees
and we would refer you to them for the present addresses of the Konishi
brothers.

Yours very truly,

R. G. Bell,
Administration Department.

RGB/P.

10873 & 10875.

November 8th, 1946.

Rev. H. F. Dunlop, O.M.I.,
Principal,
Seehelt Residential School,
Seehelt, B. C.

Dear Sir:

Re: Mrs. Hana KONISHI, Reg. #08880 (Mother)
Saiji KONISHI, Deceased. (Son)

We are in receipt of and thank you for your letter of the 23rd ultimo on the subject of the personal property left under your care by the above evacuees.

The chattels, including farm equipment, on the premises when the real property was sold to The Director, Soldier Settlement and Veterans' Land Act, were not included in that sale.

We note that you desire to be free of all obligations connected with the Konishi chattels and, subject to the reservations mentioned hereunder, we would suggest that you contact Mrs. Hana Konishi, and any other member of the family concerned, and secure their approval to your following the same procedure as that outlined.

The policy of the Dominion Government is, as you know, one of liquidation of evacuee assets in the protected areas of British Columbia. This is being accomplished by: (1) shipment to owners, at their expense, if such a course is practical, and requested; (2) sale through the medium of competitive bidding at public auctions; or (3) on the basis of values established by qualified independent appraisers.

Our records show Saiji Konishi, Reg. No. 08878 (File 10875) to have died at Lejac on the 2nd March, 1945. The proceeds of all liquidated assets that can be definitely identified as his, must, therefore, go to the credit of this Estate Account in our books, for delivery to the Official Administrator appointed by the Court to administer the estate, the residue of which will be paid, either through this office or direct, to the beneficiaries entitled to receive same.

All other funds derived from the liquidation of the chattels under your care should also be sent in to this office for the credit of the accounts concerned. We might here add that there are no restrictions on the release to evacuees of the free balance of their accounts and such balances are being freely released to all requesting them.

(Over)

Rev. H. F. Dunlop, O.M.I.

Page 2.

November 8th, 1946.

To enable us to complete our records it would be appreciated
if you would advise us in due course of the arrangements you make with the
Kousshi family.

Yours very truly,

H. G. Bell,
Office of the Custodian.

HGB/P.

10873, 10874,
10875 & 4287.

December 5th, 1946.

Mrs. Hana KONISHI, #08880,
Mr. Saiji KONISHI, #00333,
Mrs. Saiji KONISHI, #08879,
Miss Aki KONISHI, #08881,
Upper Fraser, B. C.

Dear Sir and Madames:

Re: Your Agreement with Oblate Fathers, Sechelt, B. C.

In a letter dated October 23rd, the Rev. H. F. Dunlop, Principal of Sechelt Residential School, expressed the desire of the Oblate Fathers to be relieved of their obligations under the Agreement made with you on the 25th May, 1942.

In replying to this letter we advised the Oblate Fathers that the Dominion Government's policy of liquidation of evacuee assets in the protected areas of British Columbia was being carried out by: (1) shipment of personal property to owners, at such owner's expense, where this was practical and so desired; (2) sale by auction, net proceeds being credited to owner's account; (3) sale on the basis of qualified independent appraisals, net proceeds being credited to owner's account; and he was informed that this office had no objection to the Oblate Fathers following the same procedure, after consulting you.

We are now in receipt of a further letter, dated the 3rd instant, enclosing cheque for \$533.00, made up as follows:

\$400.00	8 cows @ \$50.00 each
\$ 50.00	1 bull
\$ 25.00	1 sow
\$ 30.00	30 chickens @ \$1.00 each
\$ 28.00	7 cords of wood @ \$4.00 per cord
<u>\$533.00</u>	

Before accepting this cheque we desire to know: (A) Are the above prices acceptable to you? (B) To whose account you wish these funds credited. It would be appreciated if you would let us have this information in a jointly signed letter.

In addition to the above chattels, which were removed to the School's own farm for better attention, there was a substantial list of chattels, including household effects and farm equipment, left on your farm. The Real Property (land and buildings) was, as you know, purchased by The Director, Soldier Settlement and Veterans' Land Act, who later sold the property to a Mr. Hyde, who has been in possession for some time, and is, we understand, using some of the farm equipment.

(Over)

Mrs. Hana KUNISHI, et al.

Page 2.

December 5th, 1946.

Some of the personal property included in above list was of little value to start with, and the normal process of wear and tear will have accounted for much more, but there doubtless remains some articles with a saleable value and the Oblate Fathers should now liquidate these, as outlined above, in order that the net proceeds may be made available to the proper party or parties and these accounts closed. As this liquidation and the termination of your Agreement with the Oblate Fathers is a matter for direct negotiation between you, we are sending a copy of this letter to the Rev. H. F. Dunlop, and desire to be advised of results in due course.

For your convenience in replying to questions (A) and (B) above, we enclose a stamped addressed envelope and would appreciate a prompt reply.

Yours truly,

R. G. Bell,
Office of the Custodian.

RGB/P.
Encl. 1.

c.c. to The Rev. H. F. Dunlop.

File 10875

June 27, 1947.

MEMORANDUM.

To: Mrs. Cleaver.

From: A. G. McArthur.

Re: Saiji KONISHI, #08878,
Deceased.

Replying to your query concerning the estate of this deceased person, you are correct that we should proceed in the usual manner and ask the widow what steps she wishes to take to have the estate administered, but before doing so, please make a statement of assets and liabilities in order that she may have some idea of the value of the estate.

At the same time you might list the heirs as far as the file indicates and ask her to confirm these as well as filling in the usual form of particulars.

AGM:AH

*P.S. Have asked Mr. Bell to furnish
you with statement of assets & liab.
AGM*

10875, 10872

July 23, 1947.

Mrs. Saiji Konishi,
Registration No. 08679,
Upper Fraser, B. C.

Dear Madam:

Re: Estate of Saiji Konishi, Deceased.

Upon reviewing the file of your late husband, Saiji Konishi, we find that his credit balance in this office at this time amounts to \$1,07.53, being credit derived from the sale of his Selma Park property and the sum of \$75.00 from the sale of his Model "A" Ford car.

In order that these funds may be available to his heirs, it will be necessary for you, as next-of-kin to take certain steps to have his estate administered. We would, therefore, suggest that you either request your solicitor to make application on your behalf for administration of the estate or that you request Mr. Samuel A. Moore, Official Administrator, Court House, Vancouver, B. C., to undertake the administration of the estate. For your convenience, we are enclosing a list of particulars which either your solicitor or Mr. Moore will require before applying for administration. We would suggest that you complete and forward two copies of this form to either your solicitor or Mr. Moore with your request that he apply for administration. The third copy should be completed and returned to this office for our file record, together with information as to whom you have applied for administration. A stamped, addressed envelope is enclosed for this purpose.

It is to your advantage to give prompt attention to this important matter.

Yours truly,

For
A. G. McArthur,
Office of the Custodian.

/AG
Enc. Form & envelope

MEMORANDUM

File No. 10675

July 11, 1947.

TO: MR. B. GOOD

FROM: MRS. A. G. McArthur

Re: Saiji Konishi, #08278.

Please change the name of the above account to "The Estate of Saiji Konishi, Deceased" as we have now learned that this Japanese died in 1943.

/AG

A. G. McArthur.

10875, 10872

October 4, 1947.

Mrs. Satoko Konishi,
Registration No. 08879,
Upper Fraser, B. C.

Dear Madam:

Re: Saiji KONISHI, #08878, Deceased.

On July 23 we wrote to you giving you full details of the assets of your late husband, Saiji Konishi, and suggested two alternative methods by which you might institute proceedings to have his estate administered and his assets made available to his next-of-kin.

A Memorandum of Particulars form setting out the details which will require to be known by either your solicitor or Mr. Moore, the Official Administrator, was enclosed, together with a stamped addressed envelope for your convenience in returning one copy of this form to this office.

Although we wrote to you again on August 27 requesting a reply to our letter, we have not heard from you. It would be to your advantage to give this important matter your early attention.

Yours truly,

A. G. McArthur,
Office of the Custodian.

/AG

10675, 10672

December 15, 1948.

REGISTERED MAIL

Mrs. Satoke Konishi,
Registration No. 08879,
Upper Fraser, B. C.

Dear Madam:

Re: Saiji KONISHI, 08879, Deceased.

We wish to inform you that we are holding, in the credit of the Estate of Saiji Konishi, Deceased, the sum of \$1207.53 which cannot be distributed to his heirs until a personal representative has been appointed to administer his estate.

We have written you on several occasions urging you to apply for administration either through your own solicitor or by requesting Mr. Samuel A. Moore, Official Administrator, Court House, Vancouver, B. C. to act for you. We also enclosed a form for you to fill in, setting out the particulars of your husband's estate, but to date have received no answer from you.

The law firm of Macrae, Montgomery & Macrae, Vancouver, have written repeatedly regarding certain claims against your late husband and we would again urge you to give your attention to this matter.

Unless you already have a lawyer, we suggest that you would be well advised to write to Mr. Moore, who will direct you how to proceed. You must understand that you, as the widow of the deceased, are the proper person to make this application and that unless you do so the estate funds may be held indefinitely.

Yours truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC

10875

December 15, 1948.

Messrs. Macrae, Montgomery & Macrae,
Barristers and Solicitors,
Bank of Nova Scotia Building,
Vancouver, B. C.

Dear Sirs:

Re: Saiti Konishi, #10875, Deceased.

In reply to your letter of December 14, we wish to inform you that we have written on several occasions to Satoke Konishi, widow of the deceased, urging her to make application for administration but she has not answered our letters. We have explained to her that unless a personal representative is appointed to administer the estate, funds at credit may be held indefinitely. We are again pointing this out in a letter sent to her today by Registered Mail but if she does not take any action we do not see what this office can do about it in the meantime.

It is not our practice to pay claims against an estate from funds held in this office but to turn over all such funds to a properly appointed administrator for disbursement.

Yours very truly,

AGM/AG

A. G. McArthur,
Office of the Custodian.