15607

INFORMATION FROM R.C.M.P.

DATE _____

Our File No. 15607

Full Name THE ESTATE OF Heihichi NAKAMURA, Deceased
(Surname in Block Letters)

Registration No. Dec'd. Male - Female (x) (Check) Age _____

Former Address Died at 500 Block Alexander Street, Vancouver, on February 2, ~~1946~~ 1926.

Date Evacuated _____ Naturalized - Canadian-Born - National (Check)

Present Address Died in Vancouver, B. C. on February 2, 1926.

Married (x) - Single (Check)

Name of Wife Shige (In Japan)

Name of Husband _____

Name of Mother _____ Name of Father _____

Names of Children under 16 _____

Requested by _____ Registered with Custodian No (Yes or No)

Additional Information _____

Copies for 6619, 15620 and Int. 1521, 1522, 1523 & 1524. Date. January. 28th 1946..

REAL PROPERTY MEMORANDUM

File No. 15607

Name. Estate of Heihichi NAKAMURA, Deceased. .....Registration No..N/R.....

Re: Catalogue No. Uncatalogued

Address: 560 Hurd Road, R. R. #1, Mission B. C.
(Farm Property)

Legal Description: Blk. 13 & 24, SW¼ Sec. 20, T. 17, Map 905, D.N.W.

TITLE AND ENCUMBRANCES

A. Certificate of Title No. 52476-F Whereabouts: "Registrar, Jan. 28/43."
Conf. of Ownership.
Reg. No. N/R

Registered owner: Heihichi NAKAMURA

Property: Lot 13 and 24 of South West quarter Section 20, Township 17, Map 905, in the District of New Westminster.

B. Charges.
Registered: Nil

Vesting: In Custodian. Filing No. 25448, February 15, 1943.

Unregistered: The son of the deceased, Chosaburo NAKAMURA, states he paid $2,000.00 towards the purchase of the above property.

Taxes: $34.80 (1945) Paid in full to December 31st 1945.

Water: Nil

Insurance: (1) $500.00. Expiry date April 27th 1948.
(2) $500.00. Expiry date August 28th 1948.

Assessed Value: Land: $720.00 Improvements: $800.00

Valuation by Appraiser: $2,750.00

Amount of Bid: $2,750.00

Approved by Advisory Committee: November 20th 1945.

Paid as shown in attached letter: $2,750.00 received by Mr. J. M. Streight

Name of transferee as attached letter: Carl Petersen and Myrtle Belle Petersen.

ADMINISTRATION.

Tenancy: Monthly tenure (state consideration & whether including or excluding furniture or equipment)
Tenant: Carl Peterson. He and his wife are the purchasers.

Leasehold: (State period, consideration & unusual clauses and whether including or excluding furniture or equipment)
Leased to Carl Peterson at annual rental of $125.00. Lease expired September 30th 1945. Overholding Lessee will be charged monthly rental of $10.40 in adjustments.

Chattels: Particulars of those stored on the premises.
Nil

Named Agent: J. M. Streight, Official Administrator.

Memorandum compiled by:

.....
Administration Department.

December 13th, 1945.

REAL PROPERTY MEMORANDUM

FILE NOS: 15607, 6619, 15620, Int. 1521, 1522, 1523, 1524.

NAMES: Shige NAKAMURA, Heijiro NAKAMURA, Kuyomon NAKAMURA, Chosaburo NAKAMURA, Heikichi NAKAMURA and Kimi ICHIYAS, formerly Kimi NAKAMURA.

CATALOGUE NO: Not catalogued.

RE: 590 Hurd Road, Mission, B. C.
→ Farm Property.

CERTIFICATE OF ENCUMBRANCE:

Description of Property:	Lots 13 and 24 of South West quarter Section 20, Township 17, Map 905, District of New Westminster.
Encumbrances:	Nil.
Taxes:	1944 Taxes paid in full.
Vested:	No. 25448.
VALUATION BY APPRAISER:	$2,750.00 (F.S. Taylor)
AMOUNT OF BID:	$2,750.00.
APPROVED BY ADVISORY COMMITTEE:	November 20th, 1945.
AMOUNT RECEIVED BY Mr. Streight, Official Administrator -	$2,750.00.
NAMES OF PURCHASERS:	Carl Petersen and Myrtle Belle Petersen (Joint Tenants).

Prepared by: J. Smith

Approved by: [signature]

IM:JS

File No. 15607. December 14th, 1945.

MEMORANDUM

TO: Mr. F. G. Shears

FROM: Mr. Ian Macpherson

Re: Estate of Heihichi NAKAMURA, Dec'd.

As requested by Mr. Johnston, we have prepared and herewith submit Transmission and Deed of land covering sale of Lots 13 and 24 of South West ¼, Section 20, Township 17, Map 905, New Westminster, to Carl Petersen and his wife, Myrtle Belle Petersen.

These documents convey the land as vested by Special Vesting Certificate No. 25448, filed in the Registry Office on the 3rd of April, 1945, vesting the interests of the heirs of the Estate of Heihichi NAKAMURA, whose names appear as Heirs at Law in the Letters of Administration issued to Jack Milton Streight, Official Administrator, for the County of Westminster. Three of these heirs are reported deceased, and of their heirs, if any, we know nothing. Of the remaining three heirs, two reside in Japan and one is an evacuee. As the Special Vesting Certificate covered all these interests, known and unknown, it is believed the Custodian has authority to give this conveyance to the purchasers. ? ?

Ian Macpherson

IM:JS
Attch.

File Nos. 15607, 6619, 15620,
Int. 1521, 1522, 1523, 1524.

March 29th, 1946.

MEMORANDUM

TO: Mr. W. J. Johnston

FROM: Mr. D. A. Cramer

Estate of Matsichi NAKAMURA
Mun. of Hixsion
Lots 13 and 24 of S.E. ¼ of
Sec. 20, Twp. 17, Map 905, N.W.D.

With reference to the above property which was recorded in the New Westminster Land Registry Office, January 15th, 1946, we attach herewith the following documents in connection therewith.

1. Copy of application number 197053-E, dated January 15th, 1946, registering the property in the name of the Custodian (Transmission).

2. Copy of application number 197054-E, dated January 15th, 1946, registering the property in the names of Carl Petersen and Myrtle Belle Petersen - Joint Tenants (Deed).

3. Duplicate of Transmission dated December 17th, 1945.

4. Duplicate of Deed dated December 17th, 1945 - Secretary of State to Carl Petersen and Myrtle Belle Petersen (Joint Tenants).

5. Certificate of Indefeasible Title number 197054-E, dated March 20th, 1946, covering the above property in the names of Carl Petersen and Myrtle Belle Petersen - Joint Tenants.

Dictated

DAC:JE
Attch.

File No. 15607 January 28th 1946.
Copies for: 6619, 15620 and
Int. 1521, 1522, 1523 & 1524.

MEMORANDUM

TO: Mr. Peters

FROM: Mr. Johnston

Re: Estate of Heihichi NAKAMURA, Deceased
560 Hurd Road, R. R. #1, Mission B. C.
Blk.13 & 24, SW¼ Sec.20, T.17, Map 905, D.L.M.
(Farm Property) Unentered

The above-mentioned property was leased to Mr. Carl Petersen for one year ending September 30th 1945, at an annual rental of $125.00. He continued as tenant after the Lease had expired and has not paid any rents since that time. He should, therefore, be charged at the time of adjustments on the basis of $10.40 monthly which approximates the amount which he paid under the Lease. Mr. Petersen and his wife are the purchasers of the property.

The son of the deceased, Chozaburo NAKAMURA, states he paid $2,000.00 towards the purchase of this property. Mr. J. M. Streight, Official Administrator, has been advised of all particulars. Documents in connection with this have been prepared and forwarded to Ottawa for execution. Mr. J. M. Streight was advised under date of December 6th 1945, that Mr. Petersen's offer to purchase was approved by the advisory committee.

I am attaching hereto Mrs. McArthur's memorandum dated January 22nd 1946, Real Property Memorandum dated January 28th 1946, and original Certificate of Encumbrance. A Tax Certificate for registration purposes was requested January 9th 1946, and you may have same in your office.

W. W. Johnston.
Administration Department.

WJJ/MMS

File Nos. 15607, 6619, 15620,
Int. 1521, 1522, 1523, 1524.

March 29th, 1946.

MEMORANDUM

TO: Mr. W. J. Johnston

FROM: Mr. D. A. Cramer

Estate of Heihichi NAKAMURA
Mun. of Mission
Lots 13 and 24 of S.E. ¼ of
Sec. 20, Twp. 17, Map 905, D.L.W.

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D. A. Cramer

DAC:JS
Attch.

File #15627

5th December, 1945.

MEMORANDUM

ENEMY SECTION
Rec'd DEC 6 1945
File No.
Ans'd
Refer'd Johnston

To: Mr. Johnston

From: Mr. F. G. Shears

Re: Estate of Heihichi NAKAMURA, deceased.

Referring to your Memorandum of the 12th October.

The matter referred to was presented to the Advisory Committee at their meeting on the 20th November and they were of the opinion that it would be in order to confirm Mr. Streight's recommendation and accept the offer of $2,750.- received from the tenant, Mr. Carl Peterson.

F. G. Shears,
Director.

FGS/PMH

In the SUPREME **Court** of BRITISH COLUMBIA

In the matter of HEIHICHI NAKAMURA *, deceased,*

and

In the matter of the "Administration Act."

MAR 14 1945
REGISTERED

REGISTERED THE 9th DAY OF March , A.D. 19 45

UPON reading the petition and Affidavits of Jack Milton Streight , it is ordered,

that Jack Milton Streight , Official Administrator for the County of Westminster , shall be Administrator of all and singular the estate of Heichi Nakamura , deceased,* intestate who died on February 2nd 1926 at Vancouver, British Columbia and that notice of this Order be published in one issue of a newspaper circulating in the district in which the deceased resided.

A. D. Macfarlane

Value of Estate $1520.00
Extracted by Alex. S. Duncan, Esq.,
Solicitor.

CERTIFIED A TRUE COPY

District Registrar

* Ins

This Grant is made upon the condition that no portion of the assets shall be distributed or paid during the War to any beneficiary or creditor who is a National of the German Reich or Italy wherever resident, or to any one on his behalf, or to or on behalf of any person resident in the German Reich or Italy of whatever nationality, or to or on behalf of any subject or citizen of any country at war with His Majesty, without the express sanction of the Crown acting through the Minister of Finance; and if any distribution or payment is made contrary to this condition the grant of probate or letters of administration will be forthwith revoked.

BC 259 P.

BC/259-P (1) 6A711-6

Farm Appraisal Report

S.F. Form No. 6 (Sheet 1)

File No. 24/6

Land Description S.W.¼ 20-17- Blk 13-24

Containing 10 Acres

Owner's Name K. Nakamura. Post Office Address Mission B.C.

Nearest Rail Point Mission Distance 1½ Miles

Market Town Mission Distance 1½ Miles

Church (give denomination) Various at Mission. Distance 1½ Miles

Nearest School Mission Distance 1½ Miles

State how property was identified: Map location and enquiry.

Roads: State whether property has access to main road, the kind of road and its condition.
Gravel roads pass on the west and east ends of it
)Worn on the west Hard on the east)

Is this district a good one? Not especially, though there are a few good locations right beside this one.

Employment opportunity Seasonal only

Predominating Nationality and religion: Japanese have predominated

Describe Fencing and its condition: the fences are very poor on 2 sides Value $

Water supply: Mission Village supply $1/5 per month Electric light .50 cents minimum Value $

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE addn	15 x 18 / 16 x 18	frame	1 sty / 8	shing / shing	old / old	none / none	fair / fair	225.00
Shed	18 x 30	frame	9	shing	old	none	fair	100.00
BARN Shack	12 x 16	frame	7	shing	2yrs	none	good	85.00
BARN Shed	20 x 30	frame	9	shing	old	none	fair	150.00
GRANARY Barn	14 x 20	frame	8	shing	old	none	fair	50.00

EXHIBIT NO. 711-6
DATE 3 Sept 1949
FILED BY D. J. Bradwood

Total present day value $ 600.00

Total Value Buildings add to farm $ 600.00

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

$

Describe the basement and chimneys: just a dug our cellar, Brick chimney on bracket

No. rooms downstairs 2 Upstairs 2 How finished lumber & paper down, I could not get upstairs. The Supervisor had my personal goods securely locked there The tenant informs me there unfinished space up has 2 rm

Are buildings painted? no Condition of paint

Distance from nearest bush f ifty yards across the road.

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

Cultivated Land

BC/259-p (2)

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
8 10	gently undulating	6 to 8 in loam	8 in. granular loam	1½ strawberries 2 ac raspberries 2 ac logans 1 ac grapes ½ ac black berries 3½ ac seeded down	70.00	700.00

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

Total value of Land $ 700.00

Total added by buildings to value of farm $ 600.00

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

Total value of farm $ 1300.00

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

The owner has occupied the place for over twenty years I am told there is a tennant in the buildings now, and the place is in good tilth all crop is clean and healthy in appearance.

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

small fruit and possible a few poultry.

Noxious weeds:

very few in evidence except some couch but this under control.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Mission Municipility Mission Taxes $ 31.20

Date: May 22nd 1942

Place: Abbotsford B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 6th day of May 1942 19

Inspector's Signature G Dudley

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

BC/259-P (6)

S.S. Form No. 49
(Sheet 2)

Farm Appraisal Report

Remarks: This piecse of property, is a reasonably good one. It has been well farmed. From the appearance of the fruit crop I would say that the owner has done his best to keep the land in a good state of fertility, everything is in a good healthy state, and the clover growing on the part to be cropped next year is a strong and heavy crop

The present tennant informs me that he has picked berries here for the past nine years, and has always seen good yields. This year he is paying six hundred dollars rent, for the ten acres here and an additional three of leased land having an acre of strawberries and rasberries.

The soil, is uniform throught the ten acres, and quite free from noxious weeds.

The buildings are poor. The Japanese I am told had planned to build a new house this summer, the present one is very old, has no foundation and just a small dugout cellar, it is though clean and can be used for a time yet as is for a couple, or a small family. It has electric light and is on the Mission Village water system. A good gravel road runs by the door on the east end of the property, and another on the west

There are some old apple trees in around the house but these might better be removed, and re laced with young stock.

(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 $

BC/259-P (4)

Diagram of Property

Folio 24/6.

Heiriehi Nakamura. Lots13- 24 of S½- 20-Tp. 17. Wissioma.

8- Chains to the inche

Open Road

Seeded down.

Loganns.

Raspberries

Strawberries

Seeded to clover ——back

---- Shed

Trees

-----Shed

grapes

Strawberries

---- Shed

--- House

Loganns

Burd road

Following careful review of this appraisal report, it is my opinion that the present value is $ 1300.00

Date 23rd May 19 42.

"I.T. BARNET"

District Superintendent.

ASSIGNMENT OF LEASE.

The Director, The Veterans' Land Act (hereinafter called the Assignor) in consideration of the sum of One Dollar ($1.00) of lawful money of Canada and other valuable consideration, the receipt whereof is hereby acknowledged does hereby absolutely assign, convey, transfer and set over to The Secretary of State for Canada, acting in his capacity as custodian under and by virtue of Order-in-Council P.C. 1665, and amendments thereto (hereinafter called the Assignee) the within lease made between the Assignor as Lessor and one, Carl Petersen, as Lessee.

Together with the benefits of or to be derived from all covenants, terms and conditions therein contained and by the Lessee to be done or performed, and together with all sum or sums of money now due, owing and unpaid thereunder and all sums of money to become due and payable thereunder, according to the terms thereof.

DATED this 29th day of May, A. D. 1944 at Vancouver, B. C.

The Director, The Veterans' Land Act

By _____

District Superintendent.

J.L.120

6619
15607 C & H. NANAIMO

THIS INDENTURE made in duplicate the **30th** day of **September,** A.D. 194**3**, in pursuance of the "Short Form of Leases Act," Revised Statutes of British Columbia, 1924, Chapter 234.

BETWEEN

THE DIRECTOR, THE VETERANS' LAND ACT
(Hereinafter called the "Lessor")

OF THE FIRST PART:

AND

CARL PETERSEN

of the **Village** of **Mission**, British Columbia

(Hereinafter called the "Lessee")

OF THE SECOND PART:

WITNESSETH, that in consideration of the rents, covenants and conditions hereinafter reserved and contained on the part of the said Lessee **his** executors, administrators and assigns to be paid, kept, observed and performed the said Lessor hath demised and leased and by these presents doth demise and lease unto the said Lessee **his** executors, administrators and assigns ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of **Mission** in the Province of British Columbia being composed of

Blocks 13 and 24 of the South West Quarter of Section Twenty (20), Township Seventeen (17), N.W.D.

To have and to hold the said demised premises for and during the term of **One (1) year** from the **First** day of **October, 1943,** to the **30th** day of **September,** A.D. 194**4.**

YIELDING AND PAYING therefor to the Lessor during the term hereby granted the clear rent as follows:

(a) The sum of **One Hundred & Twenty-five** dollars ~~on the~~ as follows:- **One Hundred Dollars ($100.00) on December 31st, 1943;**
Twenty-five Dollars ($25.00) on March 31st, 1944.

(b) On the day of A.D. 194 , the sum of dollars per acre for every acre of the portion of the said premises hereinafter agreed to be

which shall not be

by the said day of A.D. 194

(c) On the day of A.D. 194 , the sum of dollars per acre for every acre of the portion of the said premises hereinafter agreed to be

which shall not be

by the said day of A.D. 194

AND also that he will during the said term cultivate, till and employ such parts of the said land as are now or hereafter shall be brought under cultivation, in a good, husbandmanlike and proper manner, and during the continuance of the said term shall keep down all noxious weeds and grasses and will not remove or permit to be removed from the premises any straw of any kind, manure or wood; fruit plantings to be properly protected from stock, and removal or plowing down of any existing plantings only with written permission. will before the day of A.D. 194 in a good and husbandmanlike manner

None special.

6.P.

PROVIDED and it is hereby agreed that if the Lessee shall fail in the performance of this covenant by the day stipulated the Lessor may forthwith and without notice enter upon the said premises with labourers and workmen to do the said work and such entry shall not operate as a waiver of the rent reserved herein.

AND that the Lessee will on or before the date hereunder mentioned make and effect the following repairs, alterations or improvements, namely:-

Before the 31st day of December ,A.D. 194 3

6.P.

Convert the barn house into a henhouse with open front and suitably floored and equipped with roosts and dropping boards
. . . . . $ 25.00

Before the day of ,A.D. 194

None further. . . . . .

. . . . . $ _____

and the Lessee shall be entitled upon completion of the said respective repairs, alterations or improvements before the respective dates above mentioned therefor to be credited on account of the rent reserved with the sum or sums respectively shown opposite each of the said items.

AND that the Lessor, his agents, workmen, contractors, and all others necessary therefor may at any time enter upon the premises or any portion thereof with all necessary animals, vehicles, implements and tools for the purpose of erecting on the premises such new buildings, permanent improvements or other appurtenances as the Lessor may desire, but such entry or work shall not be made or done on portions of the premises under crop, without reasonable compensation to the Lessee for any damage to the crop thereby occasioned; and any such buildings, permanent improvements or other appurtenances together with that portion of the land necessary for the use and enjoyment thereof and the right of ingress and egress thereto and therefrom shall not be occupied or used by the Lessee without the consent of the Lessor in writing, and shall cease to form part of the demised premises, but may be leased, or otherwise disposed of by the Lessor to any person or persons as the Lessor may see fit.

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

PROVIDED and it is expressly agreed that in case the Lessor should desire to sell the said premises during the said term, the said term may be determined at any time upon one month's notice by a notice to such effect being delivered to any person upon the said premises, or mailed by posting the said notice in an envelope addressed to the Lessee at his last known address and that the Lessee will at the expiration of the time limited by the said notice peaceably and quietly give up possession of the said premises to the Lessor; provided that upon such earlier determination of the said term, and after the Lessee shall have delivered up possession in manner aforesaid and paid to the Lessor the full proportion of rent up to the date of such earlier determination, the Lessee shall be entitled to be compensated for the value of the crops then sown and growing on or for the work done in the proper cultivation of the said land, or, at the option of the Lessor, shall be entitled to harvest such crops and remove the same and for that purpose shall have the right of ingress and egress to and from the said land but such right shall be exercised reasonably and not in such manner as to affect or interfere with the use of the remaining portion of the demised premises by the Lessor, his agents or any purchaser or Lessee from the Lessor.

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

THE said Lessor COVENANTS with the said Lessee for quiet enjoyment.

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by his District Superintendent at Vancouver, British Columbia, and the Lessee has hereunto set his hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED
In the presence of

R. L. Ramsey

THE DIRECTOR, THE VETERANS' LAND ACT

Per: _____
District Superintendent

Earl Petersen

Lease No. Anderson File No. 6619
(C. & H. NAKAMURA)

This Indenture,

Made in ~~duplicate~~ this Sixteenth day of August A.D. 1944.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

THE SECRETARY OF STATE OF CANADA, acting in his capacity as Custodian under and by virtue of Order-in-Council P.C. 1665, and Amendments thereto.

Hereinafter referred to as the LESSOR OF THE FIRST PART.

And:

CARL PETERSEN (Farmer), of the Village of Mission, in the Province of British Columbia.

Hereinafter referred to as the LESSEE OF THE SECOND PART.

Witnesseth, that in consideration of the rents reserved under the covenants and agreements hereinafter contained the Lessor doth demise and lease unto the Lessee , **All and Singular** that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Mission District, in the Province of British Columbia, more particularly described as

Blocks Thirteen and Twenty-four (13 and 24) of the South West quarter (SW¼) of Section Twenty (20), Township Seventeen (17) according to a registered map or plan thereof deposited in the Land Registry Office, City of New Westminster, Province of British Columbia, and therein numbered Nine Hundred and five (905), District of New Westminster.

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

and reserved to the Lessor, and reserving also to the Lessor and to tenants of the Lessor occupying adjoining lands from time to time, their respective families and servants, and all other persons with the Lessor's or their permission, going to or from the said adjoining lands, free and uninterrupted right at all times hereafter and for all purposes to go, return, pass and repass with or without horses, cattle, and vehicles from and to any highway by crossing through and over the demised premises; **and Doth Further Let on Hire** the following chattels, namely:—

from the First day of October A.D. 19 44 , (or from the date hereof) for the term of One (1) years thence ensuing and fully to be determined on the Thirtieth day of September, 1945..

Yielding during the said term therefor the clear (annual) rent of $125.00----------
----------One Hundred and Twenty-five----------Dollars, of lawful money of Canada, payable to the Lessor at the Office of the Custodian, Vancouver, British Columbia, on the following days and times, that is to say:— One Hundred and Twenty-five ($125.00) Dollars, payable by the sum of One Hundred Dollars (100.00) on December 31st, 1944 and Twenty-five Dollars ($25.00) March 31, 1945. the first payment to be made on the Thirty-first day of December , A.D. 194 4

2. That the said Lessee covenants with the said Lessor to pay rent; ~~and to pay taxes;~~ and to pay rates and charges for water, electric light, gas and telephone. AND TO repair; and to keep all ditches and drains clean, open and free from obstruction and in good working order; and to keep up fences; and not to cut down timber; and to insure against fire in the joint names of the said Lessor and the said Lessee, show receipts and to rebuild in case of fire; AND that the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice, and that the said right of entry and to view the state of repair shall extend to every person to whom may be delegated any power or duty conferred or imposed on the Custodian and to every person authorized by the Director of Soldier Settlement of Canada to act as an Inspector. AND will not assign without leave; and will not sublet without leave; and that he will leave premises in good repair excepting only reasonable wear and tear and damage by tempest; AND that he will not carry on any business on the premises that shall be deemed a nuisance.

The foregoing words of this clause found in Column One (1) of the Short Form of Leases Act shall be constructed according to the extended form in Schedule Two (2) of that Act.

3. The Lessee Further Covenants and Agrees with the Lessor:—

(a) To manage, cultivate and manure the portions of the premises now or hereafter brought under cultivation in a good and husbandmanlike manner and in accordance with the most approved method of husbandry used in the district, and to use the said cultivated lands for the purpose of producing the type of crops heretofore produced thereon, and to keep all arable lands clean and free from weeds, and to protect, preserve, prune and manage all orchard, fruit, shade and ornamental trees on the premises.

(b) To spread on the land in a husbandmanlike manner all manure produced on the said premises and not to remove from the lands any manure on the expiration of the term.

(c) During the continuance of the term at his own expense to keep the said chattels in good and substantial repair and condition and to keep the owner indemnified against all loss of, from and against the said chattels from whatever cause it may arise, save only reasonable wear and tear.

(d) Upon the expiration of the term either by effluxion of time or by the Lessor under the right reserved to that effect to deliver to the Lessor peaceably and at the Lessee's risk and expense the said chattels at the said premises.

(e) Apart from the hired chattels, to warehouse and store upon the demised premises those chattels and effects of the Lessor now upon the demised premises, hereinafter called the stored chattels, by placing the said stored chattels in a place reasonably safe and to use reasonable care for the protection thereof.

(f) From time to time to deliver up to the Lessor the stored chattels or such portions thereof as the Lessor may demand and to re-deliver to the Lessor the hired chattels in the event of the Lessor so demanding by reason of judgment obtained against the Lessee, or breach of any term of this Lease, or by reason of the Lessor considering his right to the hired chattels to be endangered by their continuing in the possession of the Lessee, of which the Lessor shall be the sole judge.

(g) At the request of the Lessor from time to time to deliver to the Lessor an order on any third person to whom the Lessee may have marketed or delivered any of the crop from the demised premises and in such form as the Lessor may request directing such third person to pay to the Lessor from the proceeds of any crop or of any monies payable to the Lessee a sum equivalent to the rental for the current year.

(h) To observe fully and at all times the right of way reserved to the Lessor and to tenants of the Lessor occupying the adjoining lands for the time being, their respective families and servants, and all other persons with the Lessor's or their permission going to or from the said adjoining lands.

(i) To put all plumbing works, sanitary arrangements and drains in condition to comply with the requirements of the Municipal Health Officer and of the Board of Health of the Municipality and to comply forthwith with all notices and requests of the Municipal Health Officer or of the Board of Health of the Municipality.

4. Provided Always and it is expressly agreed that if the rent hereby reserved, or any part thereof, shall be unpaid for fifteen (15) days after any of the dates after which the same ought to have been paid although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said Lessee, his heirs, executors, administrators and assigns, or if the term hereby granted shall be at

any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or in the event of the Lessee failing to keep possession of any of the said chattels, then in any of such events the then current year's rent shall immediately become due and payable, and it shall also be lawful for the said Lessor, his successors in office or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy as of his or their former estate, anything herein contained to the contrary notwithstanding.

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

The covenants of the Lessee and the reservations herein contained shall enure to the Lessor, his successors in office and assigns, and shall be binding upon the Lessee, his heirs, executors, administrators and assigns.

In Witness Whereof the Lessor as Custodian has executed these presents by his duly authorized deputy, and in witness whereof the hand and seal of the Lessee, all on the day and year first above written.

Signed by the said Lessor by his authorized deputy, in the presence of:—

Jean Fay
509 Royal Bank Bldg.
Vancouver B.C.
Stenographer

F G Shears

(F. G. SHEARS)
Authorized Deputy of the Secretary of State and/or Custodian.

Signed by the said Lessee in the presence of:—

W E Lawson

Carl Petersen

~~Approved by the Director of Soldier Settlement of Canada, as to land.~~

Dated A.D. 194

THE SECRETARY OF STATE
OF CANADA

— and —

Lease

LOCKE, LANE, GUILD & SHEPPARD
Barristers, etc.,
Vancouver, B. C.

50393. 1½M. W.S. 1-43.

Spec. Ad. by J. M. Streight
File No. 19607
R. M. #1, Hurd Rd., Mission.
13824/SMC 20/17/905/D.M.M.

February 7, 1946.

CARL PETERSEN & MYRTLE PETERSEN
(purchasers)

In account with: J. M. Streight, Official Administrator.

STATEMENT OF ADJUSTMENTS

(As at December 6, 1945)

	DEBIT	CREDIT
Purchase price		
Cheques received by Mr. Streight	$2,750.00	
Registration fees on deed - $2,750.00		
Insurance premium 671/1095 days x prem. $10.00	10.00	$2,750.00
Insurance premium 994/1095 days x prem. $10.00	7.95	
Purchasers' proportion of taxes for 1945 - paid - 26/365 x $34.80	9.08	
Rent owing - Oct. 1st to Oct. 31st }		
Nov. 1st to Nov. 30th } 2 mos. @ $10.40	20.80	
Dec. 1st to Dec. 5th - 5/31 x $10.40	1.68	
	$2,801.99	$2,801.99

BALANCE OWING BY PURCHASERS $51.99

Spec. Ad. by J. M. Streight
File No. 15607
R. R. No. 1, Hurd Road, Mission
13 & 24/SE¼ 20/17/905/D.N.W.

Estate of Heikichi NAKAMURA

EVACUATION SECTION
Rec'd MAR 11 1946
File No.
Ans.
Referred Peters

Control of the above described property is by us hereby acknowledged and we agree that all adjustments and incidents in connection with the sale to us of this property have been settled.

Dated at Mission B. C., this 9 day of March 1946.

Signed Curt Petersen

Signed Myrtle Belle Petersen

Return to the Custodian

REG. NO.	NAME	FILE NO.
[redacted]	[redacted], Estate of	15607

COMPANY	POLICY NO.	AMOUNT	EXPIRATION MONTH	EXPIRATION DAY	EXPIRATION YEAR	PROPERTY
New England Fire Insurance Company	6755360	$500.	July	4	1945	Lot 13 & 14 [illegible] Sec. 20 Twp. 17 [illegible] of Mission, N. C.
& General urance Society Ltd.	14657	$500.00	April	27	1948	Lts. 13 & 14, Sub. of Sec 20, Twp. 17, Mss. of Mission, NC.
New England Fire Insur. Company	6253896	$500.00	Aug.	[illegible]	1948	Lts. 13 & 14, Sub of [illegible] Sec 20, Twp. 17, Mss. of Mission

Halifax Co. Est of [redacted]

#41 cancelled Aug 15/44 Sol. Dag

Transferred to new owners Returned July 1/46.

Transferred to new owners Returned July 1/46.

509 Royal Bank Building,
Vancouver, B. C.
March 23rd, 1944

6619
15807
Evacuation Section

Messrs. Crux & McMaster,
308 Randall Building,
535 West Georgia Street,
Vancouver, B. C.

Attention: Mr. McMaster

Re: Heihichi Nakamura - Lots 13 & 24, of SW ¼ of Section 20, Twp. 17, Map 905, Municipality of Mission

Gentlemen:

With reference to your letter of the sixteenth instant, we beg to advise you that Mr. Heihichi Nakamura died on February 2, 1926, at 500 Block Alexander Street, Vancouver, B. C.

The deceased did not leave a Will, but verbally awarded ownership of his property to his son, Chosaburo Nakamura, the only heir living in Canada. No Administrator of the Estate has been appointed.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

KWW/JF

509 Royal Bank Building,
Vancouver, B. C.
January 27th, 1945

15607 & 6619
Evacuee Section

J. M. Straight, Esq.,
Official Administrator,
New Westminster, B. C.

Re: Estate of Heihichi NAKAMURA

Dear Sir:

Below we give particulars as shown in our files in regard to the Estate of Heihichi NAKAMURA, and we would be pleased to have you undertake administration.

Date of Death: February 2nd, 1926, at 500 Block Alexander Street, Vancouver, B.C.

Family:			
	Wife	Shige NAKAMURA	In Japan
	Oldest Son	Heijiro NAKAMURA	Died, 1928, in Japan
	Second Son	Kuyomon NAKAMURA	Died, 1930, in Canada
	Third Son	Chosaburo "	Iron Springs, Alberta
	Fourth Son	Heikichi "	Living in Japan
	Daughter	Kimi ICHIYAS (Wife of Shisuo ICHIYAS)	Died in Japan, 1931.

All this information in regard to the family of the deceased is taken from a statement made to the R.C.M.P. on December 14th, 1943, by Chosaburo NAKAMURA, who had previously made a statement to the Custodian to the effect that his mother, brothers, and sister returned to Japan and had all died.

Assets: Lots 13 and 24, of the South West Quarter of Section 20, Township 17, Map 905, NWD, Municipality of Mission, known as 590 Hurd Road, Mission

Title: Heihichi NAKAMURA

Assessed Value: Land - $720.00, Improvements - $800.00 - Total - $1,520.00

We have not had this property valued, but at one time the Director, Veterans' Land Act, offered $1,276.00 to purchase the property.

Liabilities: None known.

15607 & 6619
Evacuee Section

The son of the deceased, resident in Canada, Chosaburo NAKAMURA, states that he paid $2,000.00 towards the purchase of the property, but we have no evidence on file to substantiate his claim.

The property is rented to Carl Peterson at an annual rental of $125.00, under a lease expiring September 30th, 1945, and it has been our practice to allow the relations of the deceased, who were in occupancy at the time of evacuation, the income from the property.

You will note that there appears to be a considerable enemy interest in this estate.

Will you kindly acknowledge this letter, stating that you are willing to act as Administrator and when Letters of Administration are issued to you, please forward to us a certified copy for our files.

Yours truly,

K. W. WRIGHT
COUNSEL TO THE CUSTODIAN

GHP/JF

Copies of this letter have been made for files 15620 Evacuee
1521 Internee
1522 "
1523 "
1524 "

15607, 6619, 15620,
1521, 1522, 1523, 1524

509 Royal Bank Building,
Vancouver, B. C.,
March 29th, 1945.

J. M. Shreitht, Esq.,
Official Administrator,
New Westminster, B. C.

Dear Sir:

Re: Estate of HYAKUICHI NAKAMURA and
Lots 13 7 24 of the S.W. ¼ of
Sec. 20, Tp. 17, Map 905, N.W.D.

Attached is a copy of a Special Vesting Order in connection with the above noted property which has been filed at the Land Registry Office.

It will now be in order for you to advertise this property for sale by tender, subject to the existing tenancy.

After advertising, kindly send a list of the tenders received to us together with a copy of the valuation, a copy of the advertisement, and your recommendation as to acceptance or otherwise.

The offers received together with the valuation will then be submitted to the members of the Rural Advisory Board for decision.

If a sale is obtained, the documents of conveyance will be drawn by this office and forwarded to the Custodian in Ottawa for execution. On completion of sale, the net proceeds will be remitted to you.

Yours truly,

K. E. WRIGHT
COUNSEL TO THE CUSTODIAN

CHF/OVB
ATTACH.

506 Royal Bank Building,
Vancouver, B.C.

15607

15th December, 1945.

K. W. Wright, Esq.,
Counsel to the Custodian,
Office of the Custodian,
Victoria Building,
Ottawa, Ont.

Dear Mr. Wright:

Re: Estate of Heihichi NAKAMURA, deed.
590 Hurd Road, Mission, B.C.

We are enclosing herein Transmission and Deed of Land covering the sale of the above property.

This land was vested by Special Vesting on the 3rd April, 1945, vesting the interests of the heirs of the estate of Heichi Nakamura, whose names appear as Heirs at Law in the Letters of Administration issued to Mr. J.M. Streight. Three of these heirs are reported as deced and of their heirs, if any, nothing is known. Of the remaining three heirs, two reside in Japan and one is an evacuee.

Our Special Vesting covers all the interests, known or unknown and we believe that it will be in order for the enclosed documents to be signed by the Assistant Deputy Custodian.

Yours very truly,

F. G. Shears,
Director.

FGS/PMH

encl.

15607, 6619, Enemy 1521, 1522.

September 27, 1947.

J. M. Streight, Esq.,
Official Administrator,
607 Columbia Street,
New Westminster, B. C.

Dear Sir:

Re: Estate of Heihichi NAKAMURA, Deceased.

We have to acknowledge your letter of September 23, enclosing statement of receipts and disbursements in the above estate, for which we thank you.

The Custodian will have no objection to funds payable to the son, Chosaburo Nakamura, being forwarded to him direct but would appreciate being advised when these funds are remitted and the amount. According to information obtained from the Royal Canadian Mounted Police, Chosaburo Nakamura's present address is c/o E. Pierson, Picture Butte, Alberta.

Any funds payable to beneficiaries in Japan should be paid to this office for the credit of their individual accounts.

Yours very truly,

A. C. McArthur,
Office of the Custodian.

/AC

6619

17th November, 1947.

Mr. Chosaburo NAKAMURA,
Regn. No. 13629,
Picture Butte, Alta.

Dear Sir:

Re: Estate of Heihichi NAKAMURA, Deceased.
590 Hurd Road, Mission.

In reply to your letter of the 10th November, we wish to inform you that the farm in question was sold by the Official Administrator, Mr. J.M. Streight, and that he is prepared to make distribution of the proceeds.

As we furnished him with your address some weeks ago, and informed him also that the Custodian would have no objection to funds payable to you being sent to you direct, we have no doubt you will be hearing from Mr. Streight within the next few days.

Yours truly,

M.L. Brown,
Office of the Custodian.

MLB:HA

15607

January 24, 1949.

J. M. Streight, Esq.,
Official Administrator,
607 Columbia Street,
New Westminster, B. C.

Dear Sir:

Re: ESTATE OF HEIHICHI NAKAMURA, DECEASED

We have your letter of January 21, with attached copy of a letter from Messrs. Virtue, Russell & Morgan, suggesting that you approve the assignment from certain beneficiaries in Japan to their client in Canada.

We wish to inform you that all funds payable to Enemies require to be paid to the Custodian. We therefore request that shares payable to Shige Nakamura, widow, and Heikichi Nakamura, son, who are reported to have lived in Japan during the war, be sent to this office. In making this remittance would you please indicate the amount payable to each.

With reference to the shares payable to the Estates of Heijiro Nakamura, son, reported to have died in Japan in 1928; Kuyomon Nakamura, son, reported to have died in Canada in 1930; and Kimi Ichiyas, married daughter, reported to have died in Japan in 1931, would you kindly advise us concerning the heirs before final distribution of the funds is made.

Incidentally, we have no record of a son of Heihichi Nakamura named Hakikichi, as set out in Mr. Russell's letter. We believe that the names are properly spelled in our letter to you dated January 22, 1945. You are, of course, aware that this office has taken no steps to obtain information concerning heirs other than that received from the R.C.M.P. records.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC

15607
15620
6606
Enemies 1521, 1522,
1523, 1524.

February 14, 1949.

J. M. Straight, Esq.,
Official Administrator,
607 Columbia Street,
New Westminster, B. C.

Dear Sir:

Re: Estate of Heihichi NAKAMURA, Deceased.

We acknowledge with thanks your letter of February 8, with copy of a letter received by you from Messrs. Virtue, Russell and Morgan.

Since it appears from the representations made that Kuyomon Nakamura's heirs are not Enemies, the Custodian will have no objection to his share being paid out as proposed by you.

If you will please refer to the third paragraph of our letter of January 24, 1949, you will see that the Custodian merely wishes to be informed of the heirs before final distribution is made in order that any shares may be claimed or not as the circumstances of each case warrant.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC

15607

November 14, 1949.

J. M. Streight, Esq.,
Official Administrator,
607 Columbia Street,
New Westminster, B. C.

Dear Sir:

Re: Estate of Heihichi NAKAMURA, Deceased

Replying to your letter of October 28, we wish to refer you to our letter of January 24, 1949, in which we informed you that Heijiro Nakamura was reported to have died in Japan in 1928 and Kimi Ichiyas, married daughter, was reported to have died in Japan in 1931. We are dependent for this information on a statement made to the R.C.M.P. on December 14, 1943 by Chosaburo Nakamura and reported to this office by the Police. The names of the next-of-kin, together with an explanation of the source of our information were contained in our letter to you dated January 22, 1945, signed by Mr. K. W. Wright, Counsel to the Custodian.

This office has made no enquiries as to whether the estates of Heijiro and Kimi have been administered.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC

15607

September 7, 1949.

J. M. Streight, Esq.,
Official Administrator,
607 Columbia Street,
New Westminster, B. C.

Dear Sir:

Re: Estate of Heihichi Nakamura, Deceased.

We acknowledge with thanks your letter of August 17, 1949, concerning disbursement of the Estate of the above-named Japanese person. It is noted that you are requisitioning the shares of Kimi Ichiyas (nee Nakamura), Heihichi Nakamura and Heijiro Nakamura to be paid to the Custodian. In view of the information on file that Heijiro Nakamura and Kimi Ichiyas died in Japan some time ago, will you kindly advise what ultimate disposition is to be made of these funds. Incidentally, it might be desirable to follow the spelling of the names as herein set out. This spelling, we believe, is in accordance with the R.C.M.P. records.

With reference to the balance of $171.27 required to complete the share of Shige Nakamura, the widow in Japan, this office is agreeable to postpone payment of this amount until the end of this year as suggested in your letter if you feel this is necessary.

Yours very truly,

A. G. McArthur,
Office of the Custodian.

AGM/AC

ROYAL CANADIAN MOUNTED POLICE

DIVISION: "E" DIVISION FILE No. E-611-C-1.

SUB-DIVISION: Lethbridge DETACHMENT: GRB (Lethbridge)

PROVINCE: Alberta DATE: 15-12-43

RE: Chosaburo NAKAMURA. J.E. #13689.

HEADQUARTERS

SUB-DIVISION

Lb 43/B-157

DETACHMENT

GRB-Leb

F.C.R.

Vancouver
Wire 4-12-43.
Lethbridge
Tlgm

A.R.V. No.

Query Date

For

1. This report has reference to examination of the Officer i/c Vancouver C.I.B. dated the 4-12-43 and to minute of the G.R. Lethbridge sub/division dated 6-12-43.

2. The subject was located at the farm of R.H. Beveridge at Iron Springs, Alta. The address 697-7th St. S. of Lethbridge as given in the memo referred to above is that of R.H. Beveridge Sr. and has been used as a mail address by Nakamura. On the 14th instant Cpl C. Nakamura was questioned at Iron Springs in this regard and on the same date at Picture Butte Chosaburo Nakamura was located and the following statement obtained.

Picture Butte, Alta.
14th Dec./43.

"I am Chosaburo Nakamura. Japanese No.13689. Born in Japan 1895 and I came to Canada about 1907. I have been in Canada 36 years. I am not naturalized. My family is as follows. I am the only living member in Canada.

Father. Hatichi Nakamura, Died 1926 in Canada.
Mother. Shige " " Living in Japan. Last heard from in 1938.
Brother, eldest. Keijiro " Died 1939 in Japan.
Brother. 2nd. Kogoro " Died 1939 in Canada.
3rd. Chosaburo " Living at R.H. Beveridge Iron Springs, Alta.
Brother, 4th. Hatichi " " Living in Japan, were there in 1938.
Sister. Kisi " Died in Japan 1921.
(Was married to Shimo Ishiyas who lives in Japan.)

"I am the only one in Canada who can rightfully claim the property at Steveston B.C. when my father died there was money owing on the property, about $2000.00 which I paid myself.

(Sgd) C. Nakamura.

3. It would appear that the only other living members of this family are the mother and son Hatichi who are living in Japan. Chosaburo states that he has not heard from them since the start of the war.

CONCLUDED.

O.C. "E" Div., R.C.M.P., EDMONTON, (Alta.) (Sgd) [illegible] Supt.
(J.S. Clarke) #12688.

FORWARDED for your information and that of the C.I.B. "E" Division. HANDED OVER TO THE DIVISION CONCERNED. CONCLUDED.

Lbh. 15-12-43
RIR

(E. D. Tryste)

FILE NUMBERS, HEADING AND MARGINAL REFERENCES [illegible] OF OFFICER i/c DIVISION

MEMORANDUM

File No. 15607

Re: Claim of Chosaburo NAKAMURA,
Beneficiary of the Estate of
Heihichi NAKAMURA, Deceased.

POSSIBLE DEFENCE: This property was advertised for sale and sold upon the recommendation of the personal representative of the deceased in whose name it was registered. J. M. Streight, Official Administrator, New Westminster, was granted Letters of Administration in the Estate of Heihichi Nakamura, deceased, on March 9, 1945.

ADMINISTRATION: Chosaburo Nakamura declared this Property as his own but search of the Title revealed that this property was registered in the name of Heihichi Nakamura, deceased father of Chosaburo. Chosaburo Nakamura, in a letter dated May 20, 1943 (on claim file) stated that his father died intestate in the City of Vancouver on February 2, 1926, but that it was his father's intention that he should inherit this property and that he had paid taxes on the property and paid the balance of the purchase price.

Mr. P. H. Russell of the Custodian Office, in a letter to Chosaburo Nakamura, June 9, 1943 (on claim file), advised Chosaburo to either apply for Letters of Administration in his own name or have a solicitor apply for him. Through the Department of Labour (letter June 30, 1943 on claim file) Chosaburo requested this office to appoint a solicitor for him. Mr. Alexander of the Custodian Office replied that he would much prefer Mr. Nakamura to name his own solicitor and asked the Department of Labour to assist him in this. Chosaburo Nakamura took no action and eventually the Custodian turned the administration over to Mr. J. M. Streight, Official Administrator, New Westminster, B.C. Letters of Administration were granted March 9, 1945 (certified copy on claim file).

Before his evacuation Chosaburo Nakamura leased this property to David Kirkwood for 10 months from April 1, 1942 (copy of extract from Lease on claim file) with option to renew. The lease was extended by Collateral Agreement to September 30, 1943. The property was included in the V.L.A. offer and the Lease and Collateral Agreement were assigned to the V.L.A. On October 18, 1943, the V. L. A. gave Kirkwood notice to vacate the premises. Search of the title revealed that the property belonged to a deceased person and the property was, therefore, withdrawn from sale to the V.L.A. In the meantime, however, they had leased the property to Carl Petersen. This lease was assigned to the Custodian.

Attached for your information is an appraisal made by the V.L.A. showing the total value of this property as $1300.00. This valuation is not being placed on the claim file for, although it might serve a useful purpose in this case, the fact that it was less than half the valuation placed on the property by F. S. Taylor might tend to discredit all other V.L.A. appraisals.

This property was advertised by J. M. Streight(see copy of advertisement attached to Mr. Streight's letter of August 18, 1945 on claim file) and sold on his recommendation(see letter October 6, 1945 on claim file).

MEMORANDUM

Files 15607 Revised
6619 Chozaburo Nakamura ?

January 4, 1949.

Re: Case No. 11
Estate of Heihichi Nakamura, Deceased.

Page 2 of the transcript of evidence dated September 24, 1948, indicates that Chozaburo Nakamura received on that date "an additional cheque of $856.32 from the Official Administrator". On Page 10 of the evidence Mr. Rice, Counsel for the Government, states that at the death of his father in 1926 Chozaburo Nakamura inherited 2/15 of the Estate and that there is nothing on record to show that his claim has ever increased.

The property comprising the estate was sold for $2750.00. The balance for distribution to the heirs, according to the Official Administrator's statement of August 7, 1947, was $2576.66. [redacted] No!

No statement covering distribution to the heirs has been received from Mr. Streight, the Official Administrator, but on telephoning him today he has informed me that it is correct that the sum of $856.32 was sent to Chozaburo Nakamura by him. He agrees that this sum is in excess of the share which Chozaburo should properly receive and he, with his solicitor, is taking up the matter of recovering the amount improperly paid out.

AEM/AC

Feb 16/49. Re Correspondence on Estate file concerning overpayment.

Sept 29/49. Further Correspn re Administrators on the Estate marked File 15607

Name of Claimant [redacted], Sathichi (Dec'd) Case 761

Custodian File 15607 & 6629 Chesaburo

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
		2790	275.00	.00 12.50							287.50

PERSONAL PROPERTY

Motor Vehicles		Boats and Boat Gear						
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column	

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price	

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	

TOTAL RECOMMENDATION 287.50

1540

15607

October 27, 1950.

J.M. Straight, Esq.,
Official Administrator,
607 Columbia St.,
New Westminster, B.C.

Dear Sir:

Re: Japanese Property Claims Commission
Case 711 - Estate of Heihichi NAKAMURA, Dec'd.

We thank you for your letter of the 25th instant enclosing Release form in connection with the above matter.

We are sending you herein cheque in your favour for $244.38 and have remitted to Messrs. Virtue & Russell cheque for $43.12 in accordance with Authorization received.

We have the sum of 8 cents in this account, a credit derived from interest on Pacific Co-Operative Union shares. A cheque for this amount is also enclosed. In due course we will be glad to hear from you advising us in regard to the final distribution of this Estate.

Yours very truly,

F. G. Shears,
Director.

FGS/GH
Encl. 2 cheques.

ck # 710

15607
6619

September 28, 1950.

Messrs. Virtue, Russell & Morgan,
Barristers & Solicitors,
McFarland Building,
Lethbridge, Alberta.

Attention. Mr. A. O. Virtue, K.C.

Dear Sir: Re: Chosaburo Nakamura
Case 711

This particular case is unusual as you will find on reference to the transcript that your client, Mr. Nakamura was only a 2/15 owner of the real property sold by the Custodian. The award has been given on the value of the property as a whole. The proceeds from the sale of this property were handled by the Official Administrator and it is our intention to pay the present award of $287.50 (less your usual fee of 15%) to the Official Administrator who will in turn we presume, make a distribution to those entitled and account directly to Mr. Nakamura for his interest.

It is our understanding that Mr. Streight, the Official Administrator, overpaid Mr. Nakamura in a previous distribution, but any adjustment in regard to this would be a matter to be dealt with by Mr. Streight, as well as the proper distribution of the balance of the funds which will be in his hands. We do not think it will be necessary for you to obtain any Release from your client, as by paying the award to the Official Administrator, we would obtain a Release from him.

Will you kindly advise whether you are in agreement with the procedure outlined above, so that we may close this matter out as far as the claim is concerned, and send you your cheque for $43.12.

Yours truly,

F. G. Sheers,
Director.

FGS/GH

Defence Brief

LETHBRIDGE
24 Sept. 1948

Chosaburo NAKAMURA
Claiming as a beneficiary of Estate of Heikichi Nakamura who died in Taber
File No. 6619

Case No. 711

REAL PROPERTY CLAIM

1. Real Property Claim	Appraised at	Sold for
$9200.00	$2750.00	$2750.00

① Defence: Outside Terms of Reference.

Note: Custodian office informed Chosaburo that Admin. of his father's estate was necessary. Chosaburo replied that he had paid $200 toward father's debt but took no action.
② The Custodian referred him to take to Jas Streight Q.C. Admin. Newland (copies of this & covering on file).
③ Let. Admin granted Jas Streight Nov 9.45 (Copy on file)
④ Special Custodian re-Order covering release of Letters (copy on file) Apr 3.45
⑤ Appraised by Taylor for the Administrator (Copy on file)
⑥ Assertion by Jas Streight (Copy on file)
⑦ Letters rec'd by Streight (Copies on file)
⑧ by Jas. Streight recommending acceptance (Copy on file)
⑨ approved Advisory Committee (Memo on file Sec S. 43)
⑩ Purchase Price received & held by Jas Streight for distribution.
⑪ Rem. report re family of deceased (Pages on file since the hearing of the claim)

Witness: F. S. Taylor, Appraiser, of Mission.

Submission: Sold for fair market value.

Sold by the Official Administrator of the Estate of Heikichi Nakamura with the approval of the Custodian. The interest of claimant in his father's estate would date as of his father's death in 1926 at which time claimant inherited 2/15ths. There is nothing to show that his claim has increased, and all his claim could be today would be the 2/15th's share of what might have been sustained by the Custodian handling the property; but the Custodian did not handle it; it was the Official Administrator, Mr. Streight, that handled it under the direction of the Court.

Trans. 2 lines 13-17. Claimant received an additional cheque from the Official Administrator 24 Sept. 48 for $856.32 payable to himself. (1) immaterial See attached memo. dated Jan 4/49

Trans. 7 lines 2 - 4 Claim stepped up from $8000.00 to $9200.00.

Trans. 7 line 8 et seq. Mr. Streight was appointed Official Administrator at claimant's request.

See Blue Sheet hereunder.

* Renewal of the Letters being issued the Custodian transmitted and conveyed the property to the purchasers with the Consent of the Administrator.
Feb 16/49 A.L.M.

CASE NO. 711.

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

JAPANESE PROPERTY CLAIMS COMMISSION.

B E F O R E

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

Lethbridge, Alberta,
September 24th, 1946.

IN THE MATTER OF THE CLAIM OF
CHOSABURO NAKAMURA.

PROCEEDINGS AT HEARING.

APPEARANCES:

G.E.A. RICE, Esq., K.C., appearing for the Dominion Government.

W.S. RUSSELL, Esq., appearing for the Claimant.

MISS LILLIE THOMAS, Secretary.
MRS. LUCIE HANDFORD, Official Interpreter.
S. R. HOWARD, Esq., Official Reporter.

C. Nakamura,
In Chief.

THE SECRETARY: Case No. 711, Chosaburo Nakamura.

MR. RUSSELL: I might point out, sir, that Mr. Nakamura is claiming as a beneficiary of his father's estate and he advises that at the time of making the application he was not sure whether there were any other living beneficiaries or not. His mother and some of his brothers and sisters were in Japan. He has since learned that his mother is living, alive in Japan, and one of his brothers, and this claim will be made on their behalf as well as his own.

THE SUB-COMMISSIONER: Very well.

MR. RUSSELL: I might also say, sir, that this morning Mr. Nakamura received from the Official Administrator in B.C. on this claim an additional cheque of $656.32.

MR. RICK: Who is the cheque payable to?

MR. RUSSELL: Payable to himself. There is a further change that will be required to be made both in the proof of claim and the summary of evidence. The real property is shown as Lot 13 and 14, Subdivision Southwest Quarter of Section 20, Township 17, Map 905. That is the way the land is described in the insurance policies, but we have since discovered that the proper description of the land involved in this estate is Lot 13 and 24, rather than 13 and 14.

CHOSABURO NAKAMURA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. RUSSELL:

Q Mr. Nakamura, I am showing you a document entitled

"summary of evidence in support of claim". You are familiar with this document? A: Yes.

Q It was prepared under your direction and with your assistance and from information supplied by you? A: Yes.

Q That is your signature at the end?

A Yes.

Q This is the document upon which you are basing your claim for recompense from the Commission?

A Yes.

Q And you believe the contents of this document to be true to the best of your knowledge, information and belief? A: Yes.

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

(SUMMARY MARKED EXHIBIT NO. 1).

MR. RUSSELL: Q: I am showing you a picture, Mr. Nakamura, can you tell me what that picture is of?

A That is 1918, I think.

Q Taken in 1918? A: Yes, taken in 1918.

Q And what is the building shown there?

A That is the front side.

Q The front side of what? A: This is the front side.

Q Of what?

THE SUB-COMMISSIONER: Well, is it a house, or a barn, or a shed?

A It is a house.

MR. RUSSELL: Q: Whose house? A: My house. My

father's house.

Q Is this the house upon which you are claiming?

A This one too.

Q You are claiming on that one? A: Yes.

Q In your summary of evidence? A: Yes.

Q You say this was taken in 19--? A: 1918.

Q 1918? A: Yes.

Q Is the house still in the same form?

A About two years before I was evacuated I had the basement put on a concrete foundation and made alterations to the shingles too.

Q But that is still recognizable as the house which you are claiming for, is it? A: Yes.

MR. RUSSELL: I will put that in as Exhibit 2.

(PHOTOGRAPH MARKED EXHIBIT No. 2).

MR. RUSSELL: Q: Did you have the house and buildings insured at all? Did you have the house insured?

A Yes.

Q How much was it insured for?

A $800.00. I previously had $1000.00 insurance on the house but the appraiser came and said that it is only insurable for $800.00.

Q I see. Your Honour, there are on the Custodian's files the Letters of Administration of the father's estate appointing J. M. Streight of New Westminster as the administrator and there is an Order with the Custodian setting out the details and the beneficiaries and vesting the property in the Custodian. I hardly think it is necessary to put those on the file unless my learned friend feels it is

necessary.

MR. RICE: I don't feel it is necessary, but I think it would be necessary if there is any claim here. I am going to contend, your Honour, that the claim should be made by the administrator of this estate. All this claimant could have at the most would be a share in the estate. His claim is against the administrator. He admits that his mother and one brother are alive; apparently, he doesn't know, but there are other brothers and a sister.

THE SUB-COMMISSIONER: The administrator didn't make a claim?

MR. RUSSELL: No. It is the Official Administrator of the Province of British Columbia.

THE SUB-COMMISSIONER: I take it was made with the consent and approval of the Public Administrator. It is in this man's name. However, that is a matter that can be argued out later.

MR. RUSSELL: I don't think there is any necessity of cluttering up the record at this time.

THE SUB-COMMISSIONER: I do not think so.

MR. RUSSELL: That is all, sir.

MR. RICE: I am submitting, your Honour, that there is no claim here at all. It should be made by Mr. J. M. Straight, the Official Administrator, the administrator of the estate of Heihichi Nakamura, father of the claimant.

CROSS EXAMINATION BY MR. RICE:

Q When your father died, how many children were there?

A Five.

Q Five children? A: Yes.

Q And your mother and all the children but you returned to Japan, did they? After your father's death? A: Yes.

Q Yes.

MR. RICE: I further contend, your Honour, that the claim of the mother, which would be a third of the value of the estate, and the other four children have their share in the estate, and all their interest in the same would be confiscated as these people are Japanese nationals and had returned to Japan, and that money should be held in the hands of the Custodian until a treaty of peace has been signed and disposing of any property owned by Japanese nationals in this country.

Q In your summary of evidence that you have submitted here this morning, you swear that the value of this property is $9200.00? A: Yes.

Q That is right? A: Yes.

Q On the 26th of November, 1947, you swore the value of the same was $8000.00, is that right?

A Since that time I remembered several items that I had overlooked previously. There is a list on that document (indicating).

Q What items did you overlook? A: It should be on that form, the claim form.

Q I see.

MR. RUSSELL: I think it is fairly clear from the examination of both the summary of evidence and the

proof of claim where the difference arises.

MR. RICE: Well, it is very clear also that the claim has been stepped up from $6000.00 to $9200.00 in the space of about ten months.

I wish to tender as an exhibit, your Honour, an analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 3).

MR. RICE: Q: When you filed your original declaration you declared that this property was your own, did you not? A: Yes.

Q Your father died in February, 1926?

A Yes.

Q And he left no will? A: No, he died suddenly and there was no will made.

Q And a Mr. J. M. Streight, at your request, was appointed Official Administrator?

A Yes, I think so.

Q Well, he was appointed administrator at your request, was he not? A: No.

Q Didn't you ask the Custodian's office to appoint an administrator for you? A: Yes, I asked the Custodians to do so.

Q And he told you to pick your own lawyer and administer the estate yourself, did he not?

A No. I just heard from Streight that there were certain moneys due to me.

Q Did you discuss this matter with a member of the B. C. Security Commission here in Lethbridge?

A No, not particularly.

Q Do I understand you to say that you never requested

the Custodian to administer your father's estate?

A When I evacuated I was told to leave everything with the Custodian and, therefore, there was no reason for me to discuss any matters like that.

Q Did you ever write the Custodian to administer your father's estate? A: No.

Q You never did? A: No.

Q I show you a letter dated May 20th, 1943 (indicating); is that your signature to that letter?

MR. RUSSELL: Your Honour, I just want to take exception to that. I take it that letter is going to be used to contradict the testimony already given by the claimant, and I think if it is that the claimant should be warned of its contents in the usual way so that he knows what it is.

THE SUB-COMMISSIONER: Yes, I think that that would have been the proper procedure.

MR. RICE: He wouldn't know if it was his signature until the letter was shown to him and read. That has been the practice of nine out of ten that have been on this stand.

THE SUB-COMMISSIONER: Perhaps you had better ask him if that is his signature.

A Yes, it is his signature.

MR. RICE: Q: Interpret it to him first as it would be only fair that he should know the contents of it.

A Yes, I remember this letter.

Q That is your signature (indicating)?

A Yes.

Q And that is a letter that you wrote to the Custodian

C. McNamara,
Cross Exam.

on May 20th, 1943? A: Yes.

Q It is your signature? A: Yes.

MR.RICE: This letter, without reading it into the record, your Honour, I might say just gives particulars of the claimant's father's death and the property he had and the heirs that he left, really particulars regarding the estate.

(LETTER MARKED EXHIBIT NO. 4).

MR. RICE: Q: Well, then you did write the Custodian's office about your father's estate?

A Yes.

Q And didn't you request the Custodian to administer your father's estate and he asked you to do it?

A Yes, I did ask the Custodian.

Q And the Custodian advised you or suggested that you name your own lawyer to handle the matter for you, did he not? A: I am not able to write in English myself, but I may have received a letter like that, but I am not quite clear about the matter.

MR. RICE: I am submitting, your Honour, that the property was sold at its fair market value.

The land was appraised at $2750.00 by F. S. Taylor, of Mission, on September 8th, 1945, and sold at that price to Carl Petersen and Myrtle Bell Petersen on December 6th, 1945, after it was advertised for sale by tender. It was sold by the Official Administrator with the approval of the Custodian.

MR. RUSSELL: Your Honour, I just want to point out for

the record that in December of '47 the Official Administrator was advised of this claim and it is made with his knowledge. Whether or not his approval was given, I am not sure, but, in any event, there is no question that the Official Administrator, Mr. Streight, did have knowledge of the claim, and I presume it would be the same as if made with his acquiescence.

I would also like to point out that at the time that the claim was made the claimant, Mr. Chesaburo Nakamura, had no knowledge of the other beneficiaries. He just recently established a contact with them and at the time the claim was made I believe he thought that he himself was the sole beneficiary.

Q Is that correct, Mr. Nakamura? A: Yes.

MR. RICE: Well, your Honour, the interest of this claimant in his father's estate would date as of his father's death in 1926, at which time, apparently, this claimant inherited 2/15's. Now, there is nothing on the record to show that his claim has ever increased.

THE SUB-COMMISSIONER: That seems to be so.

MR. RICE: And all his claim could possibly today would be the 2/15's share of what loss might have been sustained by the Custodian handling this property, but the Custodian, as I say, did not handle it; it was the Official Administrator, Mr. Streight, that handled it under the directionof the Court.

THE SUB-COMMISSIONER: That is all, thanks.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing transcript correct.
"S.E.Howard" Official Reporter

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

SUB-COMMISSIONER