

JAPANESE FARMS IN WASHINGTON

by

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JAPANESE FARMS IN WASHINGTON

CHAPTER I. INTRODUCTION

The history of the Japanese people in the United States is brief, covering less than fifty years. Their background and vicissitudes are comparatively simple when contrasted with those of European or Chinese immigrants.

The definite date of the coming of the first Japanese to America is unknown, but the United States' census of 1870 shows the presence of 55 Japanese. One decade later the number had increased to 148, an increase of 93 during ten years. In the state of California, the center of Japanese immigration, there were only 86, and as for the state of Washington, it had only one Japanese in 1880. However, the government census of 1890 figures 2039 Japanese in the states, showing a rapid increase compared with that of the preceding decades.

By comparing with Chinese immigration this sudden jump from 148 Japanese immigrants in 1880 to 2039 in 1890, we get a very interesting contrast. The Chinese had begun to immigrate to the United States early in the period of Spanish possession of the Northwest. At the time of the

California gold rush in 1848 there were 54 Chinese in California, the number increasing from year to year as follows:

1848----- 54
 1849----- 737
 1850----- 3,227
 1851----- 6,000
 1852----- 20,000
 1860----- 34,000

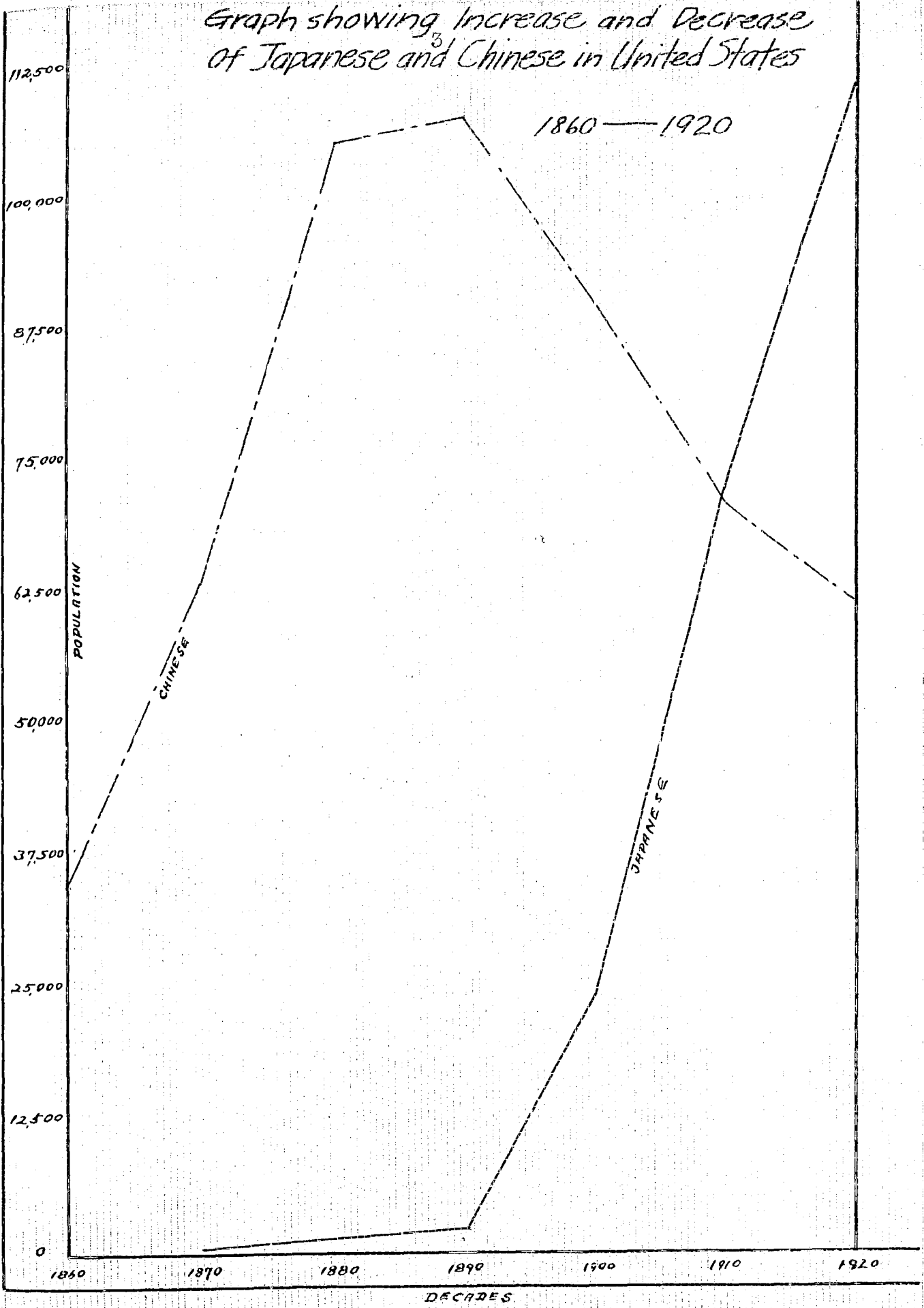
If we compare the number of Japanese and Chinese in the United States for each decade, we get the following interesting figures:

TABLE I. COMPARISON OF JAPANESE AND CHINESE IN U.S. FOR EACH DECADE, 1860--1920 (U.S. CENSUS)

Chinese	56,933	63,199	105,465	107,488	89,863	71,531	61,639
Japanese	0	55	148	2,039	24,329	72,157	111,010

The graph shows that Chinese population had increased every decade until 1890 when a maximum population of 107,488 was reached, after which it gradually decreased to 61,639 in 1920. On the other hand the Japanese suddenly increased in the decade 1880-1890 from 148 to 2059,--approximately 1400 % ,--and have continued to increase every decade numbering 111,010 against 61,639 Chinese in 1920. This discrepancy is due to the Chinese Exclusion Act of 1882 which absolutely barred Chinese immigrants.

Graph showing Increase and Decrease of Japanese and Chinese in United States



The following table makes the relation still clearer by showing a comparison of the geographical distribution of Japanese and Chinese in the United States:

TABLE II. DISTRIBUTION OF JAPANESE AND CHINESE IN THE U.S.
(FROM U.S. CENSUS 1880-1920)

Division	Japanese				
	1920	1910	1900	1890	1880
U.S.	111,010	72,157	24,326	2039	148
New England	347	272	89	45	14
Middle Atlantic	3,266	1,643	446	202	27
Central, N.E.	927	482	126	101	7
" N.W.	1,215	1,000	223	16	1
S. Atlantic	360	156	29	55	5
S.E. Central	35	26	7	19	0
S.W. "	578	428	30	42	0
Mountain	10,792	10,447	5,107	27	5
Pacific	93,490	57,703	18,269	1532	89
			Chinese		
U.S.	61,639	71,531	89,863	107,488	105,465
New England	3,602	3,499	4,203	1,488	401
Middle Atlantic	8,812	8,189	10,490	4,689	1,227
N.E. Central	5,043	3,415	2,533	1,254	390
N.W. "	1,678	1,195	1,135	1,097	423
S. Atlantic	1,824	1,582	1,791	669	74
S.E. Central	542	414	427	274	90
S.W. "	1,534	1,303	1,555	1,173	758
Mountain	4,339	5,614	7,950	11,572	14,274
Pacific	34,265	46,320	59,779	85,272	87,828

The above table shows to what a high degree the Japanese and Chinese tended to similar distribution. The greater part of each race stayed in the Pacific and mountain divisions where anti-Oriental movements were started and intensified. The Chinese started their life in America as unskilled laborers on the railroads, on farms, and in the

mines, as well as accepting other menial and unpleasant employments which Americans disliked. They took up these vocations willingly, and worked longer hours for less pay, thereby becoming handy tools for their employers and the capitalists.

At this time the Americans welcomed the Chinese; the governor of California even made public speeches of welcome to the immigrants⁽¹⁾. As years went by, however, the Chinese acquired experience and money, and it was natural that they should leave unpleasant and poorly paid work to start independent businesses. Gradually they opened restaurants, laundries and stores in the cities, and took up agriculture in the country. Since these American-made Chinese business men, with the experience of hard work in the past, were industrious and frugal, they soon outstripped the less ambitious of their American competitors who had considered the Chinese to be their inferiors and destined to remain ditch diggers and menial servants for the superior white. When the despised Chinese began to better their condition, the self-contented Americans grew uncomfortable and became jealous. Furthermore, the completion of the construction of the railroad by the employment of cheap Chinese coolies brought a westward movement of American people who disliked to compete as laborers with the coolies. Thus arose the

1. Coolidge. Chinese Immigration, p. 22.

racial friction between the laborers and small business men of the two races on the coast. To make the situation worse, politicians took advantage of the race prejudice of the ignorant whites and developed race hatred in the general public for political ends. "Consequently anti-Chinese feeling on the Pacific coast grew so strong that in California, Colorado, Montana and Washington riots against Chinese took place very frequently, and police power was utterly unable to protect the life and property of Chinese people in the states. The murder of twenty-one Chinese in a San Francisco riot in 1871 is one example."⁽¹⁾ At times even troops were required to suppress American mobs against Chinese. "Thus in spite of the Burlinghame treaty of 1868, America made a treaty with China in 1880 to prohibit Chinese immigrants for the time being, and in 1882 Congress enacted a Chinese exclusion act, by which laborers were denied admission to the country ten years. In 1892, a new act, the Greary law, extended all these restrictions for another ten years. In 1902 it was ordered that this should be extended indefinitely."⁽²⁾ Thus the Chinamen, who had done the hardest and dirtiest parts of pioneer work in the West, were driven out as soon as the work had been completed, simply because it was the will of the whites.

1. Basset's Short History of the United States, p. 774.
 2. " " " " " " " " p. 775.

The origin and course of Japanese immigration on the coast are similar to those of the Chinese. First America welcomed the Chinese, then ill-treated them, and finally excluded them by treaties and acts. As the Chinese immigrants in the United States were diminishing in this manner, the Japanese were gradually increasing, due to the rather favorable attitude of the American people. However, as soon as they showed a desire and the ability to better their social and economic status, they became the victims of oppression and discrimination, followed by complete exclusion by means of treaty, agreement, and acts. The farmers among the Japanese suffered most severely from this discrimination because the Pacific states, where most of them were living, enacted severe and cruel alien land laws which deprived them of the right and means of attaining security and happiness for themselves and their families. This tendency first appeared in California and gradually worked up there to the desired end in 1913. The concrete step was taken in the state of Washington in 1921 when the anti-Japanese Land Act dealt the final blow to Japanese farming in that state.

CHAPTER II. HISTORY OF JAPANESE FARMS IN THE STATE OF WASHINGTON

Now let us observe why and how Japanese farmers appeared in this state, and how they came to be treated as they are. As has been mentioned above, Japanese immigrants increased with the decrease of Chinese immigrants after 1882, and they had followed, in general, similar lines of employment, namely, unskilled labor. In the state of Washington the Japanese immigrants at first worked on the railroads, at logging, and in domestic service. Only the few who were born farmers worked on farms.

Meanwhile, the so-called Gentlemen's Agreement of 1907 restricted any further supply of immigrants from Japan, and gave to European immigrants an opportunity to flow into the state in their place. In the face of Oriental exclusion, the increased demand for big gangs of railroad workers in the Northwest attracted many European immigrants from other states to Washington. These Europeans had three advantages over Japanese workers:

1. Unlimited opportunity of supplying big gangs because of non-restriction of immigration.
2. Greater physical strength because of bigger bodies.

3. The advantage of belonging to the white race.

For these reasons, especially the first two, the Japanese workers on the railroads were gradually replaced by Europeans, Italians, Poles and Greeks predominating. Consequently these Japanese sought a livelihood elsewhere, in machine shops, in sawmills, in logging camps, in domestic service, in business ventures, and a great many of them on farms.

Meanwhile, the gradual increase of Japanese women with their more satisfactory service for comparatively lower wages, tended to drive Japanese boys out of domestic service into other lines of work. By this time many of them had married and desired a place of permanent residence such as was not offered in menial service or railroad work. Some went into business in cities, but (the greater number) many of these married men preferred farming. It was customary for them to work for wages until they became experienced enough to lease land and run farms at their own risk.

In this fashion Japanese farmers increased from year to year until the anti-Japanese Land Act in 1921 made such land leases impossible. Just before the land act was passed, 699 farms comprising 25,340 acres⁽¹⁾ were controlled by Japanese; but now (1925) it is less than 10,000 acres. The following table shows clearly the rise and fall of Japa-

1. 1920 Census, Volume VI, Part 3, p. 285.

nese farms in Washington:

TABLE III. NUMBER AND ACREAGE OF JAPANESE FARMS IN THE STATE OF WASHINGTON (U.S. CENSUS, 1920, VOL. VI, PART 3, P. 285)

	Farms	Acreage
1910	316	11,439 (estimated)
1920	699	25,340
1925	246	7,030 ⁽¹⁾

If we compare this with the total farms of the state we obtain the following figures:

TABLE IV. A COMPARISON OF JAPANESE FARMS WITH THE TOTAL FARMS IN THE STATE OF WASHINGTON (U.S. CENSUS, 1920)

	No. of farms	Acreage	Avg. size of farm
State	66,288	13,244,720	199.8
Japanese	699	25,340	36.2
Ratio of Japanese farms to the whole no. farms in the state	1.1%	0.2%	18.0%

That is, in 1920, 1.1 per cent of the total number of farms in the state of Washington were cultivated by Japanese, but these farms covered only 0.2 per cent of the total farm area of the state. This means that the average size of Japanese farms is about one sixth of the size of the average of all farms in the state. In 1925 the number of Japanese

1. N.W. Amer. Japanese Assn. Report, 1925.

farms decreased to 246, and the acreage to 7030 (see Table III). In other words during the four years since the Alien Land Act of 1921, these farms decreased in number about two fifths, and in acreage about one third. Consequently, if we assume that in 1925 the number of farms and the total acreage is the same as in 1920, then the ratio of Japanese farms to other farms in the state would be 0.25 per cent in number, and 0.05 per cent in acreage. Most of these Japanese farms are located between Seattle and Tacoma.

CHAPTER III. TYPES OF JAPANESE FARMS

The principal types of Japanese farms in the state of Washington are dairy and vegetable farms, fruit gardens and greenhouses. In addition to these there are some poultry and hog farms, but these are too few to be worthy of consideration. As described in the preceding chapter, at the beginning of 1923, there were 665 Japanese farms amounting to 13,635 acres, of which 50% were dairy farms, 30.4% vegetable, 19.6% fruit, and 0.1% greenhouses, according to acreage.

The greater number of dairies were located between Seattle and Kent, about 3500 cows being kept on these pastures. Now (1925) the number of cows is reduced to 1000, the greater part of the milk produced being consumed in Seattle and the remainder being sent to Borden's and other canning factories.

The vegetable farms are located for the most part in the White River valley and Yakima valley. Lettuce, cabbage, cauliflower, celery, corn, peas, beans, asparagus, and rhubarb are the principal products of the White River valley; melons, cantaloupes, tomatoes, onions and potatoes lead as products of the Yakima valley. Since aliens are not allowed to own land in the state of Washington, orchards, which require many years to mature, are seldom seen on Japanese farms. Strawberries, blackberries and loganberries are the

predominating fruits. Practically all the greenhouses are located in the White River valley and near Seattle. In January, 1923, there were 85 greenhouses run by 24 greenhouse farmers whose products were flowers (40%), and vegetables (60%). The ratio is as follows:

TABLE V. JAPANESE GREENHOUSES IN WASHINGTON IN 1923⁽¹⁾

	Farmers		Greenhouses	
	No.	%	No.	%
Vegetable	15	62	53	62
Flower	9	38	32	38
Total	<u>24</u>	<u>100</u>	<u>85</u>	<u>100</u>

The following table shows the distribution of each type of Japanese farm:

TABLE VI. ACREAGE OF DIFFERENT TYPES OF JAPANESE FARMS IN WASHINGTON BY COUNTIES, JANUARY 1923⁽²⁾

County	Vegetables	Fruits	Dairy	Greenhouse	Poultry	Hog	Total
Benton	215	55	-	-	-	-	270
King	2082.5	1393.5	6390	19	10	-	9895
Kitsap	46	402	-	-	-	-	448
Pierce	1299.5	737.5	391	-	3	26	2457
Spokane	160	-	-	-	-	-	160
Yakima	<u>245</u>	<u>160</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>405</u>
Total	4048	2748	6781	19	13	26	13635

From this table it can be seen that of the total area of Japanese farms, 50% is pasture land, 30% is devoted to vegetable growing, and 20% to fruit raising. Also the

-
1. Compiled from documents of farming statistics, West American Japanese Association, 1923.
 2. Same source.

table shows that King county leads in the number of each type of farm, possessing about 50% of the vegetable farms of all counties; over 50% of the fruit farms; 90% of pasture; all the greenhouses; 80% of the poultry yards; in all, about 70% of the total of Japanese farming area. Pierce county follows next, comprising nearly 20% of the Japanese farming area of the state. In other words, 90% of the Japanese farm area in the state of Washington is contained in two counties. King and Pierce, which contain the two largest cities, Seattle and Tacoma, respectively. Thus it shows that these two cities consume the greater part of the products of the Japanese farmers.

Further description of distribution of products will be found in the chapter on distribution. Map No. 1 in Volume II gives a general idea of the distribution and extent of Japanese farms in the state.

CHAPTER IV. LAND TENURE

The constitution which was adopted by the state of Washington when it was admitted to the Union in 1889 contained a provision prohibiting aliens from owning land (Article II, Section 3). Furthermore, the naturalization laws of the United States deny Mongolians the right to become naturalized citizens. Consequently no Japanese can own land in the state unless American-born, and all Japanese farmers are merely tenants. In case the land is owned by American-born Japanese children, the parents are not allowed to be their guardians. Guardians must be chosen among American citizens, the parents being mere wage earners with no power over their children as far as the land is concerned. If the parents are suspected of using the land for their own profit, the prosecuting attorney can institute proceedings in the Superior court in the nature of an action of escheat. If the cause is sustained by the facts, the land escheats to the state, and the parents are subject to fine, or imprisonment, or both. American-born children hold some 927 $\frac{1}{2}$ acres (January 1920) of farms under these precarious conditions; some of them have already escheated; others are now in suit.

The remainder of the 13,635 acres farmed by Japanese is leased land. Since the Anti-Japanese Land Act of

1921 prohibits the Japanese from leasing new farms and from renewing old leases, Japanese farming will cease as soon as the present leases expire. In 1923, just two years after the land act went into effect, the leases for 3,681 acres expired. This comprised about 27% of all the farms cultivated by Japanese in the preceding year. Of 140 Japanese farms in Yakima in 1922, only 7 remained in 1924. In the whole state 1,164 acres (9%) in 1924 slipped out of the hands of Japanese farmers, and in 1925 1,759 acres (13%). Thus the Japanese farm area at the end of 1925 will be only half as great as it was in 1923, and by 1930 it will be only 2% as great as was this leased area in 1923. In 1931 practically all leases expire and there will be left in the hands of the Japanese only that part owned by American-born children ($927\frac{1}{2}$ acres).

The following table shows how rapidly the Japanese farms in the state are slipping away from the Japanese farmers:

TABLE VII. TENURE OF FARMS BY JAPANESE FARMERS IN WASHINGTON, SHOWING ANNUAL EXPIRATION OF LEASES, 1923-1931

County	Acreage		Lease expiring in:			
	Total	Owned	Leased	1923	1924	1925
Benton	270		270	50	45	
King	9895	401.5	9493.5	2727.5	544	1272
Kitsap	448	169	279	38	100	93
Pierce	2457	177	2280	866	240	344
Spokane	160	20	140		60	10
Yakima	405	160	245		175	40
Total No.						
Acres	13635	927.5	12707.5	3681.5	1164	1759
Per Cent	100	69	93.1	26.9	8.5	12.9

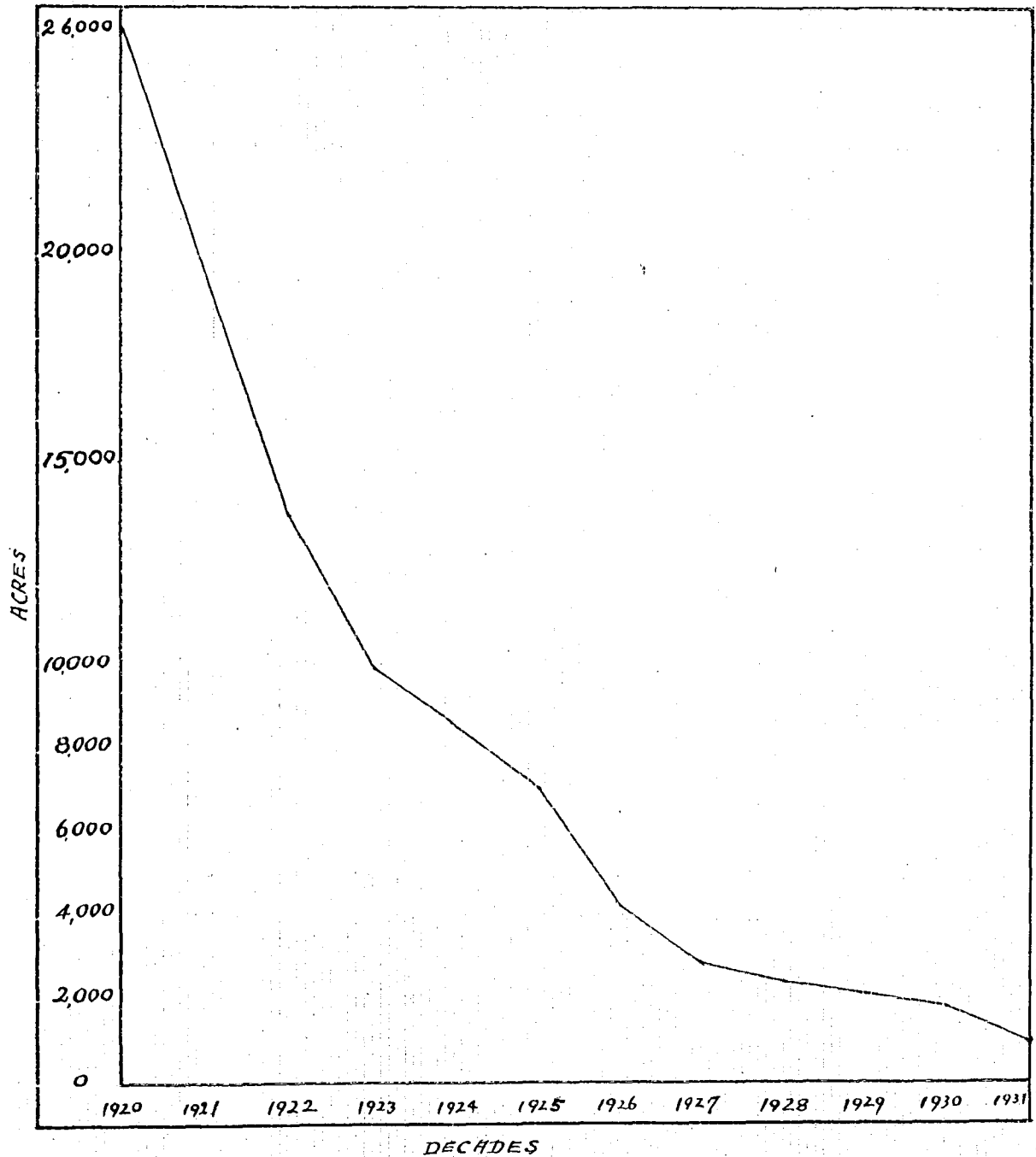
County	Lease expiring in:					
	1926	1927	1928	1929	1930	1931 & up
Benton			15		160	
King	2227	1280.5	275	267.5	47	853
Kitsap	41					7
Pierce	453	145	23	27	110	72
Spokane	30		5	15		20
Yakima	30					
Total No.						
Acres	2781	1425.5	318	309.5	317	952
Per Cent	20.5	10.4	2.3	2.2	2.3	7.1

The following table and graph show still more clearly the yearly decline of Japanese farms in the state:

TABLE VIII. YEARLY DECLINE OF JAPANESE FARMS IN STATE OF

		WASHINGTON					
		1920	1921-22	1923	1924	1925	1926
Lease expires (acres)			11,705	3681.5	1164	1759	2781
Remaining area (acres)			13,635	9953.5	8789.5	7040.5	4249.5
% of remaining area to the area in 1920	100		54	39	34	28	17
		1927	1928	1929	1930	1931	1932
Lease expires	1425.5	318	309.5	317	952	0	
Remaining area	2824	2506	2196.5	187.5	927.5	927.5	
% remaining	11	10	9	7	4	4	

Graph showing¹⁹ decrease of Japanese Farms in State of Washington.



CHAPTER V. FINANCIAL CONDITIONS

The typical Japanese farmer in the state of Washington is a tenant with a farm small enough to be cared for by himself and his family. Extra helpers are hired in very busy seasons, but it is exceptional. Ordinarily the father is both employer and employee, both planning and executing the work by himself. His wife, parents, and the big children may help him, but few strangers are seen on these farms. If one goes to a Japanese farm in planting or harvesting season, he will see the whole family at work together in the field, the women and children picking berries or peas, the father carrying the crop to the packing house, small boys and girls too young to work, playing about, and even the domestic cats and dogs frolicking among the workers. Real enthusiasm and industry, such as was shown in the American colonial period and in medieval Europe, pervades both the home and the open field.

However, all this is incidental to tenant farming. The Japanese farmer runs a small farm, not because it is more enjoyable, but because he cannot afford to run a large one. Usually he starts his farm with a very small amount of money, in many cases only a few hundred dollars. At first

he rents a few acres, and when his home work is finished he goes to some of his neighbors to work for wages. As he prospers he enlarges his farm until it takes his full time for its care, and there he stops. Instead of adding more land, he carries on more intensive farming by means of good fertilizers and careful cultivation. The small size of Japanese farms is accounted for thus:

1. The soil and climate where Japanese have settled is favorable for truck gardening.

2. Truck gardening requires intensive and careful farming, limiting the amount of land which can be cared for by one farmer.

3. The rent of farms is high, over fifty dollars per acre a year. Intensive cultivation of a small area is safer and more profitable than a larger area.

For these reasons the Japanese farm averages from five to fifteen acres, for fruit and vegetables, and from fifty to one hundred acres for pasture. The following table makes this clear:

TABLE IX. AVERAGE SIZE OF JAPANESE FARM IN WASHINGTON, JANUARY, 1923 (FROM N.W.J. ASSN. STATISTICS, 1923)

Type	No. farms	Acres	Avg. size in acres
Vegetable	295	4048	13.7
Fruits	255	2748	10.8
Pasture	<u>89</u>	<u>6781</u>	<u>76.2</u>
Total	639	13,577	21.3

From this, we have the average size of the vegetable gardens 13.7 acres, of fruit gardens 10.8 acres, and of pastures 76.2 acres, or a total average of 21.3 acres per farm.

It is interesting to note how these small Japanese farms are financed, how much money is invested in them, and what profits the Japanese gain from them. This varies in the different counties according to the nature of the farms. In 1922, in truck gardens, including both vegetable and fruit, the total investment amounted to \$1,657,319, for which there was a gross income of \$2,227,265; the total expenses, exclusive of the labor of the farmers and their families were \$1,504,257; that is, \$723,008 was the total of profit and wages for farmers and their families. Since there were 550 truck garden farms in 1922, the average income per family per year is \$1,315. In the case of dairy farms, 89 farmers invested \$576,600; the income was \$614,950 and expenses were \$423,990, leaving a net profit of \$190,960 a year; that is, each dairy farmer and his family got \$2,141 a year. In the case of greenhouses, 24 families invested \$119,500; the gross income was \$114,800, of which \$74,250 was expenses; the net income was \$40,550, making an average of \$1,690 per family. In poultry farms, three families which invested \$35,000 got a gross income of \$10,570, disbursed \$5,785, received a net income of \$4,785; hence, an average income of \$1,595 per family. When all these various types of farms are figured together, they bring an average income of \$1,440 per family.

Thus it is shown that the dairy farmers have the largest income per family, next the greenhouse owners and poultry raisers, and lastly, the owners of truck gardens. See the following table:

TABLE X. FINANCIAL CONDITIONS OF JAPANESE FARMS IN WASHINGTON IN 1922 (1)

	Vegetable & fruit	Dairy	Greenhouse	Poultry	Total
Family	550	89	24	3	666
Acres	6796	6807	19	13	13635
Investment	\$1657319	\$ 576600	\$ 119500	\$ 35000	\$ 2388419
Income	\$2227265	\$ 614950	\$ 114800	\$ 10570	\$ 2967585
Expenses	\$1504257	\$ 423990	\$ 74250	\$ 5785	\$ 2008282
Wages					
Total	\$ 723008	\$ 190960	\$ 40550	\$ 4785	\$ 957303
Avg. per family	\$ 1315	\$ 2141	\$ 1690	\$ 1595	\$ 1440

Such was the situation in 1922. However, the acreage under Japanese control has decreased from 13,635 acres in 1922 to 7,030 acres in 1925, with a corresponding decrease in income. In Yakima, for example, in 1922 there were about 150 Japanese farms, while in 1924 only 7 remained⁽²⁾. In the case of dairy farms which in 1922 numbered 65 (3300 cows),

1. Based on the agricultural report of Northwest American Japanese Association, 1923.

2. Report of Yakima Japanese Association, 1924.

and supplied 50% of Seattle's milk, now only 22 (1000 cows), remain, supplying only 13% of all the milk consumed in Seattle⁽¹⁾. However, the average income per family remains about the same.

Here follow specific examples of the financial condition of tenant farmers engaged in truck gardening and dairy farming:

I. STRAWBERRY FARMING

The size of a strawberry farm is usually five acres per family. The life of the strawberry plant is five years, and in order to get the best results the plant must be renewed every five years. It does not produce any crop the first year, and the second, third and fourth years are its best. The fifth year the crop becomes poor in both quality and quantity, and it does not pay to cultivate a crop the sixth year. For this reason, the financial computation of strawberry farming requires a five years' unit for five acres. An example in Thomas⁽²⁾, White River valley, computed on the above basis, follows:

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1. Statement of Fukuhara, Sec. of Seattle Milk Shippers' Assn.
 2. Statement of H. Shirakata, Pres. of Thomas Japanese Assn., June, 1924.

TABLE XI. EXPENSES AND INCOME OF A STRAWBERRY FARM (5 ACRES
FOR 5 YEARS)

Expenses

Item (Paid in cash)	Quantity	Unit Price	Amt.
Farm rent	5 A. 5 yrs.	\$40 per A. yr.	\$1000.00
Fertilizer	2½ T.	250.	625.00
New berry plants	5 x 6000 pieces	.03¢	90.00
Feed for horses	60 mo.	\$15 per mo.	900.00
Pickers	¾ of 8000 crates	.40¢ per crate	2400.00
Boxes	8000 "	.25¢	2000.00
Miscellaneous	8000 "	10¢ per crate	<u>800.00</u>
	Subtotal		7815.00
(Labor by the farmer and his family)			
Preparation of farm	15 da.	\$3.00	45.00
Hoeing, 1st yr.	180 "	3.00	540.00
" 2nd-5 yrs.	400 "	3.00	1200.00
Teamster	125 "	3.00	375.00
Picking berries	¼ of 8000 crates	.40¢	<u>800.00</u>
	Subtotal		2960.00
Grand total expenses		\$10,775.00	
Income			
Berries	8000 crates	\$1.35	
	per crate		<u>10,800.00</u>
Total income		10,800.00	
Net profit	\$10,800.00 - \$10,775.00		25.00

Thus, if he charges \$3.00 per day for his own labor, his net profit for five years is only twenty-five dollars. Consequently, the actual income per year is one fifth of the total of the net profit (\$25.00) and the wages for himself and his family, (\$2960.00), namely (\$25.00 + \$2960) = \$597.00.

Of course this income is not sufficient to support his family throughout the year. However, the berry season is only six months long, March to July. In order to make ends meet, the farmer works at other employments for the rest of the year, or he raises cabbage and other vegetables after the berries are cropped. In this way he is able to add about \$500.00 to his income making it total from \$1000.00 to \$1100.00 per year.

II. LETTUCE FARMING

TABLE XII. EXPENSES AND INCOME OF LETTUCE FARM, 10 ACRES, THOMAS, WHITE RIVER VALLEY (1)

Expenses	
Rent \$35 per acre	\$350.00
Fertilizer, 1 ton per acre, 1 ton = \$55	550.00
Extra hired labor, 2 for 3 mo. (May, June, July) \$100 per mo. (plowing, fertilizing, disking, harrowing, planting, cultivating 3 times, cutting, hauling)	600.00
Team--Feed, hay, 110 ton, \$25 per ton	250.00
Chop feed, 3 ton at \$50	150.00
Hothouse or bed--life length--5 yrs. \$500 for 5 yrs., per yr.	100.00
Seed--5 pounds per acre, \$2.50 per lb.	125.00
Truck--1 ton Ford, longevity 5 yrs. \$700, per yr.	140.00
Tires	50.00
Gasoline, 350 gal.	70.00
Oil & repairs	100.00
Interest	300.00
Miscellaneous	200.00
Total	2985.00
Income--400 crates per acre--4000 crates 1 crate-- \$1.10	4400.00 <u>-2985.00</u>
Wages and profit	1415.00

1. Statement of S. Katsuno, the foreman of White River Valley Garden, Sept., 1925.

III. AN EXAMPLE OF A CAULIFLOWER AND TOMATO FARM

TABLE XIII. EXPENSES AND INCOME OF CAULIFLOWER AND TOMATO FARM (PONTIAC) (4 ACRES A FAMILY) (1)

Expenses	
Rent \$40 an acre	\$150.00
Fertilizer	300.00
Horse feed	150.00
Truck	300.00
Fixtures	30.00
Seeds	50.00
Labor \$125 mo., 12 mo.	<u>1500.00</u>
	Total
	2490.00
Income	
Cauliflower, 3 acres, 2 crops	
3 acres, 600 crates per acre = 1800 crates	
1 crate \$1.25 x 1800	2250.00
Tomatoes, 1 acre	
1200 crates per acre, 1 crate 60¢	<u>710.00</u>
	Total
	2960.00
Net profit	470.00

1. Statement of T. Ito, an expert farmer in Pontiac, Sept., 1925.

IV. FINANCIAL DETAIL OF A DAIRY FARM

TABLE XIV. EXPENSES AND INCOME OF A DAIRY FARM AT O'BRIEN,
WHITE RIVER VALLEY, JULY, 1924

Expenses

Item	Remarks	Amt.	
(Cash Payment)			
Land rent	60 acres \$30 an acre	\$1800.00	
Feeding grain,	1 ton per cow, \$50 per ton	1500.00	
Hay harvesting,	25 acres, \$15 per acre	375.00	
Damages and depreciation		375.00	
Interest 8% for \$4000		<u>320.00</u>	
	Subtotal	4070.00	4370.00
(Labor by farmer himself)			
Milker	\$130 per mo., 12 mo.	<u>1560.00</u>	
	Subtotal	1560.00	1560.00
Total expense		5630.00	5930.00
Income			
1000 gallons per cow,	\$200 per 1000 gal.	6000.00	
Total income			6000.00
Net profit			70.00

Thus the net profit is \$70 dollars. But since he milks by himself, the \$1560 wages for milker is his income beside the net profit. Consequently his actual income is

Wages	\$1560.00
Net profit	<u>70.00</u>
Total	1630.00

CHAPTER VI. DISTRIBUTION

The products from Japanese farms are distributed in two ways, namely, local consumption and shipping to the eastern states. In general, about 70% of the total products is consumed in Seattle and 30% is shipped. This ratio fluctuates from year to year according to market conditions in the East. The estimated distribution for 1924 is given below:

TABLE XV. DISTRIBUTION OF JAPANESE FARM PRODUCTS IN WASHINGTON IN 1924 (1)

Article	Total Product		Local Dist.	
	Quantity	Value	Quantity	Value
	Crates	\$	Crates	\$
Berries	222,247	510,975.19	103,032	176,895.19
Cabbage	6,000 T.	100,000.00	2,000 T.	40,000.00
Cantaloupe	500 cars	90,000.00	400 cars	72,000.00
Carrots	60,000 sk.	45,000.00	60,000 sk.	45,000.00
Cauliflower	118,000	159,300.00	118,000	159,300.00
Celery	130,000	130,000.00	120,000	120,000.00
Corn	30,000 sk.	45,000.00	30,000 sk.	45,000.00
Cucumber	700 T.	28,000.00	100 T.	4,000.00
Lettuce	1330 cars	465,500.00	700 cars	245,000.00
Melon	100 "	10,000.00	100 "	10,000.00
Milk	1,474,600 gal.	368,650.00	1,474,600 gal.	368,650.00
Onions	120 cars	39,600.00	100 cars	3,300.00
Peas	40 "	40,000.00	20 "	20,000.00
Potatoes	7000 T.	210,000.00	6000 T.	180,000.00
Spinach	25,000	25,000.00	25,000	25,000.00
Squash	250 T.	6,250.00	250 T.	6,250.00
Tomatoes	660,000	366,000.00	528,000	292,800.00
Miscellaneous		30,000.00		30,000.00
TOTAL		2,669,275.19		1,872,895.19

Eastern Market Distribution

	Quantity	Value	
	Crates	\$	
Berries	119,215	334,080.00	Berries sent to East are canned
Cabbage	4,000 T.	60,000.00	Cabbage sent to East is canned
Cantaloupe	100 cars	18,000.00	Eastern shipping all canned
Celery	10,000 crates	10,000.00	
Cucumber	600 T.	24,000.00	
Lettuce	630 cars	220,500.00	
Onions	20 "	6,600.00	
Peas	20 "	20,000.00	
Potatoes	1,000	30,000.00	
Tomatoes	132,000 crates	73,200.00	
Milk			About 10% is condensed
TOTAL		796,380.00	

1. These figures were obtained from experienced wholesalers and producers, Tensaka, Ito, Hatsuno Nakatsuka and others, Seattle.

The nature of the product determines the method of its marketing.

I. MILK

The greater number of the Japanese dairies are located in the White River valley and almost all the dairy farmers, both Japanese and American, are members of the Seattle Milk Shippers' Association. The producers send their milk to the association which sells to milk dealers or canning companies, the balance between the actual price and the selling expenses being paid to the producers. In this way the association controls Seattle's milk market. The milk war with the Mayflower Company in the summer of 1924 was an attempt of the association to preserve the Seattle market for its members against an invasion of Snohomish milk.

The constitution and by-laws of the Seattle Milk Shippers' Association are to be found in Appendix I.

II. BERRIES

There are three associations of berry growers in the state; namely:

1. Puget Sound Berry Growers' Association which handles most of the berries produced north of Seattle, and on Vashon Island. Its office is in Seattle.

2. White River Berry Growers' Association which handles berries produced between Seattle and Auburn, the location of its office.

3. Washington Berry Growers' Association, which handles the berries grown between Auburn and Tacoma. The office is in Sumner.

4. Puyallup-Sumner Berry Growers' Association in Puyallup, which handles the berries produced around Tacoma.

The Washington Berry Growers' Association and the Puyallup-Sumner Berry Growers' Association consist largely of Americans. Most of the Japanese berry growers belong either to the White River or to the Puget Sound Berry Growers' Associations which market their products. Usually the association hires an expert salesman on a 5% commission basis, who with his hired assistants, is responsible for the order taking, shipping, accounting, and marketing of the berries. When there is an over-supply, it is sent to nearby canneries which usually pay 8 cents a pound. Here the berries are canned in 5, 10, 30 and 50 gallon barrels, and when they are sold the net profit is divided between the canning company and the growers. Thus, the gross income for the grower is the price he receives for the berries at eight cents per pound, plus his net profit from the canned berries.

The constitution and by-laws for the association are found in Appendix II.

III. VEGETABLES

Vegetable growers are handicapped in their marketing methods because they do not have an efficient selling agency as do the berry growers and dairymen. Green Lake and South

Park have farmers' associations, but as they are only nominal, the growers must either take their products directly to the markets in Seattle and Tacoma, or wait for a buyer to come to the farm. This situation places the vegetable man at a disadvantage because on the farm he is at the mercy of the smart middleman, and in the city, the shrewd market man commands him. Consequently, when the market price is low the entire loss falls on the farmer, and when the price is high, the greater part of the profit goes to the middleman.

For example, the market price of lettuce in Chicago in 1925 was \$7.00 to \$8.00 per crate, yet the farmer was paid only \$1.00 to \$1.25. Discounting the cost of shipping, the middleman's profit was disproportionately large. When the price is falling, the marketman will not buy outright, and, providing the producer entrusts him with his products, sells for whatever figure he can, receiving a commission of 15%.

Thus it is shown that the marketing system of the Japanese farmers in the state is most efficient for selling milk, less so for selling fruits, and least so in disposing of vegetables.

CHAPTER VII. THE WHITE RIVER VALLEY

A. HISTORY

The first Japanese farmers in the state of Washington settled in the White River valley, and at the present time 65% of the Japanese farms in the state are located there. These farms comprise dairies, vegetable gardens, and fruit farms, and are indicative of the general situation of the Japanese in the whole state. For this reason an intensive study has been made of the Japanese farmers in this valley.

About thirty years ago, just after the Chino Japanese War, a small number of Japanese appeared in the valley. The greater part of the Japanese immigrants at this time were railroad workers replacing the excluded Chinese, but some Japanese, who were born farmers, preferred farmwork despite the demand for railroad workers.

At first they were casual laborers living in camps controlled by Japanese contractors who made agreements with the American farmers of the valley to supply Japanese day laborers. Their wages were one dollar for ten hours' work in summer, and sixty to eighty cents in winter, the contractor getting a certain commission from each worker. In winter there was little demand for farm laborers, so some went to work on the railroads and others remained to clear land by

contract. These contracts presented an interesting arrangement between the owner of the land and the laborer. The Japanese cut the timber, cleared the land, drained the marshes, and made good farm land, in return for which he was entitled to use the land four or five years free from rent. After the stipulated number of years had passed, the owner received a regular rent. Often the Japanese saved enough money during this time to start raising vegetables and berries at his own risk, while the American owner had his waste land turned into a fruitful garden with no expenditure on his part. There were conflicts from time to time between white farm hands and Japanese, but the matter settled itself when the white men became teamsters and the Japanese did the hand work.

It is only during the past ten or fifteen years that Japanese dairies have become well-developed in the valley, their growth being simultaneous with that of the truck garden farms. At first the Japanese worked in American dairies to gain experience and to save money. One milkman's savings were not sufficient to start a dairy, with its requirements of a large pasture and many cows, so two or three friends would pool their savings, rent a pasture, buy cows, and start an independent dairy. If it was not big enough to employ all the partners, one or two would operate it while the others worked in American dairies or on the railroads. Thus several years would pass until enough money was saved

to start another dairy, the partnership being preserved until all of them had become independent dairymen. In the case of a family, father and son would cooperate in one dairy, enlarging it as their resources increased instead of buying a second one.

In case a man was single, it was customary to entrust his business to a partner while he made a visit to Japan to return within a few months with a bride. Thus, after more than ten years of obscure work and loneliness, security and happiness seemed assured. Such a man is no longer an immigrant looking toward Japan night and day, and longing to make enough money to return; he is a farmer who desires only to make a permanent home, in spite of such difficulties as race discrimination and an insufficient knowledge of English. Such has been the struggle of the Japanese to associate with his American neighbors and to educate his children to the best of his ability. It is not surprising that the relations between the white men and Japanese in the White River valley have been very cordial, with a few exceptions when the simple farmers became the victims of political exploitation.

The following case-stories, which were given in Japanese and translated into English by the author, are the personal testimonies of Japanese farmers:

CASE-STORY OF I.K.T., AN OLD FARMER IN O'BRIEN

"I was born in a village of Hiroshima prefecture fifty-two years ago. When

I was twenty-four years old, Mr. F., one of my countrymen, came back from America and told of its advantages, promising work to anyone who would return with him, and also free lessons in English. I was much interested and finally decided to go with him. The first English I learned from Mr. F. was 'water'. 'This word is of first importance,' he said, 'because when you work on farms you soon get thirsty and cannot get along without water. In that case you must cry "Water". So learn this word and save your life.' The other two terms he taught me were 'Go home' and 'All right'. 'These words are also very important,' said Mr. F. 'If the boss says "All right" when you are working, he is satisfied and you may continue, but if he says "Go home", it means you are no longer wanted. Then you must give up your work and go back to camp immediately.' He taught me other words which I forgot, for English is a very difficult language. I wonder why Americans do not speak the easier Japanese.

"The next year I came to America with Mr. F. and was taken immediately to his camp in the White River valley at O'Brien, where there were six other Japanese. We were mere casual laborers waiting for calls to work on nearby farms. Seldom were all six of us wanted, so we worked in turn that our monthly pay might be nearly even. Our work was clearing land to open new farms or raising potatoes on these newly-cleared farms.

"On the first day of my work I made up my mind not to hear the phrase 'Go home', because it would shame me and my family to be discharged for inefficiency. When I reached the farm where I was to hoe potatoes, I set to work with all my strength and was greatly relieved to hear the big American boss say 'All right' when he came along. Being encouraged, I worked still harder and soon became hot and unbearably thirsty. At this moment I remembered the English word I learned first, so I cried 'Water! Water! Water!', but nothing happened. By this time I was almost fainting from lack of water so I threw down my hoe and ran to a nearby ditch. I found only stagnant water with many worms in it, and at first refrained from it, but soon thirst overcame all scruples. I put my handkerchief on the surface of the water and drank thru it; never has water tasted so sweet. At this moment the boss, alarmed by my cries of a few moments ago, hurried to me, and understanding the situation, laughed and was greatly amused. He brought me fresh water which did not taste half so sweet as the ditch water, but which refreshed me so that I finished my task by eleven o'clock. When the boss came again he said, 'Go home.' I was discouraged; I could not understand; I had done my best and he was dissatisfied. Expecting the derision of my fellows, I walked drearily home, only to be cheered by Mr. F's words, 'T., you worked too hard and finished a day's work in three hours. The boss is well satisfied and said to give you some rest

and a full day's pay.'"

Upon being asked whether there was ever trouble with white laborers, T replied:

"We had a very hard time with poor whites. In the second summer I spent in America, an American farmer proposed that we weed his carrot garden by contract at a very low price. We refused to work except by the day, so he hired white children in Kent who worked well while the boss was watching, but as soon as he was away, played on the farm, pulled up many carrots and left weeds in their places. On his return, the boss discharged the children and hired Japanese, thus displeasing the people of Kent who said, 'Japs take jobs away from Americans, so let's kick them out.' After that trouble it was dangerous for us to go into Kent because we were targets for jeers, sticks and stones whenever we appeared on the streets.

"At that time we were about fifty Japanese farm hands around Kent, all except one of us were single men. We were divided into three camps under American bosses, and our wages were \$1.00 per day in summer, and 60¢ to 80¢ in winter. We saved as much as possible and sent the greater part of our earnings to Japan in a lump sum each month. 'A' got all our savings the first month and sent it to his home; 'B' did the same next month; and so it was repeated until each member of the group had sent an equal amount. In those days there was only one Japanese store in Seattle, but we did not use

Japanese goods for two reasons; first, because the prices were very high, and secondly because they were hard to get. There was only one train each day between Seattle and Kent and if one went in he had to bear the double loss of two days' wages and his train fare.

"After two years I tired of this camp life and rented a farm of twenty acres to raise potatoes. The crop was good but just before harvest a flood washed away eight acres of my crop. My loss was heavy, but with the remaining money I went to Japan, bringing my wife back with me the next year.

"On my return to the valley I became a milkman for an Irish farmer for whom I worked two years, during which I learned to run a dairy. Then I rented a small pasture from my boss and started my own dairy of twenty-five or thirty cows. I made several hundred dollars each year which I spent in paying for my cows, but after three or four years I always had money in the bank. Until I started a farm it had been my ambition to send money to Japan; now it was all invested in farm improvements.

"Later my son came from Japan and I taught him to run the dairy. He learned the work quickly and is now in full charge of it. I am getting old and do not like hard work, so I have started a small farm of a few acres and can 'take it easy' as I please.

"During the twenty-seven years of my life here in the valley it has undergone great changes. When I came, trains ran to Seattle only once a day and now they go every half hour; then the greater part of the valley was waste land, unproductive marshes and woods, and now it is all good farms; then ninety per cent of the Japanese worked on the railroad, and now practically all of them are farmers. Whereas the Japanese men were then all unmarried, now a majority of them have families. The Irish and German settlers who settled the valley have been displaced by Italians and Swiss. Things have changed greatly, and all for the better except in one way.

"That one exception is the Anti-Japanese Land Act, a really bad law, inhuman, merciless and unjust. I think the Americans have made a great mistake in enacting this law; it has shaken the happiness of our homes to their foundations. As the lease of my pasture expires next year and the law prohibits renewing it, we shall have to leave the farm next spring. We can return the pasture to its owner, but what shall we do with our cows and machines? It is known that we cannot take them with us, so we cannot sell them for more than half their value. Moreover, my son and I are born farmers; we can never be happy at any other work.

"I don't know how to earn a living after next year. An old man is not wanted for railroad or sawmill work, and city life is too strenuous for me. It is impossible to re-

turn to Japan, because I sold all my property there when I brought my family to America. I cannot start there again a strenuous life of hard work after so many easy years here, so I worry day and night as to where I can find security in my old age. This law has deprived me and my family of my natural right to find happiness by honest work. I wish the American people who are prompt to correct mistakes would immediately change their merciless land law.

CASE-STORY II. H.S., A BERRY GROWER IN THOMAS

"I was born in a country town in Yamaguchi. When I was attending high school I saw one day in a book store a volume entitled, "Opportunity in America." I bought it, read it through in one night, and reread it again the next morning. I decided to go to America, got my passport within a month, left school, and came to the new country to become famous. First of all I desired to possess a good command of English, so I entered a grammar school in Seattle, receiving from a Mrs. Brown some money, room and board in return for my work. One day one of my countrymen came from White River valley and jeered at me for being a schoolboy when I could be making good money on a farm. At this time I was discouraged with my study of English, so I gave up school to go with him.

"My first job was hoeing a potato farm. It was easy work for which I received one dollar for ten hours, a good income for a schoolboy at that time. In winter we con-

tracted to clear land, the most interesting part of the work being the dynamiting of big stumps. The next year I became milkman for an Irishman for whom I worked two years. I then became convinced that I could get rich by raising wheat, so I quit milking and started my farm which was a complete failure. The two reasons for this were, first, that climatic conditions on the coast are such that the wheat was soft and poor, and brought a low price; secondly, that land rent was high. My income was smaller than my expenses, so I gave up wheat farming, never to try it again.

"At this time the Kent Milk Company was recruiting Japanese employes for the factory and I became one of their workers. Soon there was trouble with the white mill hands who complained because Japanese had taken the positions of white men. I disliked working under such conditions, so I left the mill to do land clearing, this time with an understanding that I should use the land three years free from rent. During the succeeding three years I raised potatoes, carrots, cabbages, and berries with good success. I came to like truck gardening and decided to make it my life work, so I sent to Japan for my family. They came the next spring and we were happy to be again united.

"A few years later we again had difficulties with white men, this time in relation to schools. In 1910 some of the Americans endeavored to exclude Japanese children from the public schools because the Japanese paid no taxes. We

expressed our willingness to pay our share, and it was settled that we should pay one hundred dollars annually in lieu of taxes. Since that time our relations with American neighbors have all been friendly.

"I am extremely sorry that the state enacted the cruel Anti-Japanese Land Act of 1921, because it has, without regard to justice, deprived the Japanese of their homes and farms. My lease expires after two years and what can I do then to support my family? It robs us of our security and all our hopes for the future, as well as depriving American owners of the right to use their land as they think best. How I wish that law were to be withdrawn immediately!"

CASE-STORY III. U.M., A POULTRYMAN IN AUBURN

"Twenty-five years ago I was graduated from an agricultural college in Kumamoto, where I became an assistant instructor. The following year my brother came back from America and advised me to go there, assuring me that I would have better opportunities for both farming and studying. I took his advice and came to America by the next steamer.

"Upon my arrival I determined to become an expert poultryman, going almost immediately from Seattle to Auburn to work in the poultry yard of a Mr. Crane. He proposed to pay me \$45.00 a month, but as I had had no experience in the work, I asked to leave the question of wages unsettled and for permission to carry on experiments of my own. I worked

two months at hatching, and my success was such that I received \$100.00 for my labor. My experience convinced me that an incubator would bring better results, so I suggested that Mr. Crane buy one. With this, I hatched 800 chicks in three weeks, so four more incubators were purchased, two new chickenhouses were built, and two assistants hired. Well do I remember the headline in the Auburn paper proclaiming our success! The next year Mr. Crane installed twelve additional incubators with a capacity for 1000 eggs each, and as a result made a net profit of \$4200.00 in four months. One day he brought me a check for \$420.00, which I refused because I had no confidence in checks, and more particularly because I felt I was not entitled to so much money. When I attempted to return it, Mr. Crane reassured me thus: 'Your services have brought me \$4200.00 net profit in the last four months. You deserve a share of it, so I have made out a check for 10% of the profit.'

"About ten years ago Mr. Crane and his family moved to Green Lake and left me in full charge of the poultry business in Auburn. He constantly advised me to marry an American girl, but I disliked the idea because American girls are so proud I feared we would not get along well. Tiring of Mr. Crane's repeated suggestions, I sent to Japan for my wife, and that ended the matter.

"Some time later Mrs. Crane came to inspect our poultryhouses and said they were not well cared for. I became

angry and quit my job in spite of Mr. Crane's protests. He hired American workers but the result was so unsatisfactory that he proposed selling the business to me for \$1000.00. I hesitated, but finally bought it and made \$2000.00 net profit within six months.

"In the same year my countrymen made me president of the Auburn Japanese Association and since then I have had to give the greater part of my time to public affairs. My chickens were left to my wife's care, but she was a poor caretaker and my business has been a failure. The lot on which my chickenhouses stand was sold last year and I was forced to move. I desired to start a farm but the new land act of 1921 prevents me leasing land. I have become a mere farm hand, working for an American farmer in order to feed my family.

"Under these circumstances, I have been constantly troubled by the insecurity of our future, and have gradually turned toward religion. Last spring I decided to give my life to the service of my fellow men by becoming a soldier in the Salvation Army. Now I entrust everything to God and work for others under His heavenly guidance. I pray that God loves both Americans and Japanese."

CASE-STORY IV. A COMMUNISTIC GARDEN (THIS IS A DESCRIPTION OF THE GARDEN BY THE AUTHOR. IT IS NOT A TESTIMONY)

About five miles south of Kent on the west road leading to Auburn stand four neatly painted houses. The first

is a large modern bungalow with a big porch, brick steps and a spacious lawn dotted with flowers. The second house is a simple, one-story house surrounded by roses, dahlias, carnations and asters. The third house is similar to the second, while the fourth is a typical pioneer farmhouse with a simple porch, large living room, and kitchen in the rear. A well cultivated garden extending over forty acres surrounds these houses.

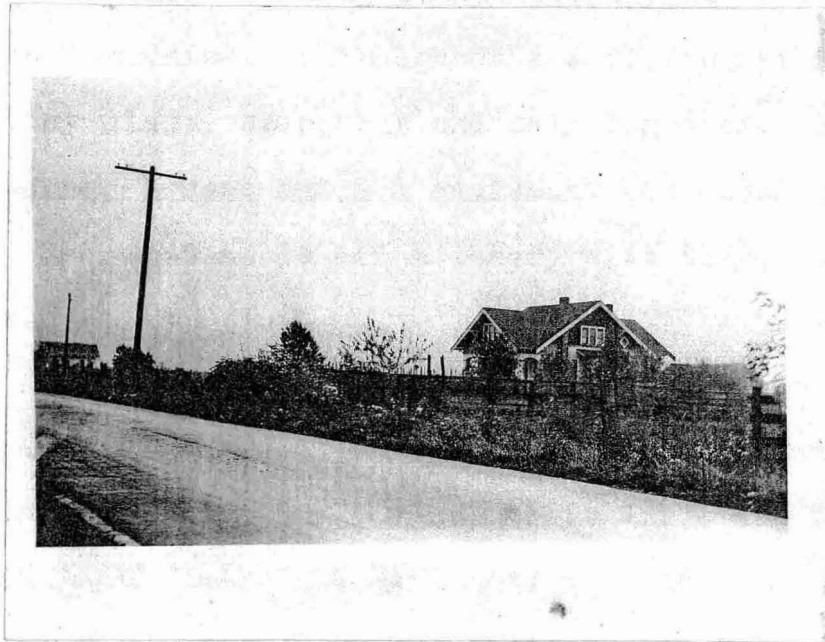
This is the White River Garden. The people living in these four houses came from the same district in Japan, Azumi, in Nagano prefecture. The farmers had had two or three years of high school education in Japan when they came to America some twenty years ago for the purpose of improving their economic positions. There had been an adventurous man in Azumi who had come to America, made a fortune in five years, and returned home again. He had advertised America's wealth and opportunities, and under his influence, these four high school boys made their decision to cross the ocean.

At first they had worked in Seattle at odd jobs in hotels, restaurants, stores and families. Five or six years passed and they began to long for homes of their own and better work. They started a vegetable garden just outside Seattle at Pontiac, and the following year got their wives from Japan. It was their desire to make a permanent home in America and accordingly they planned a communistic farm based on Christian principles. Pontiac was unsuited to their plan,

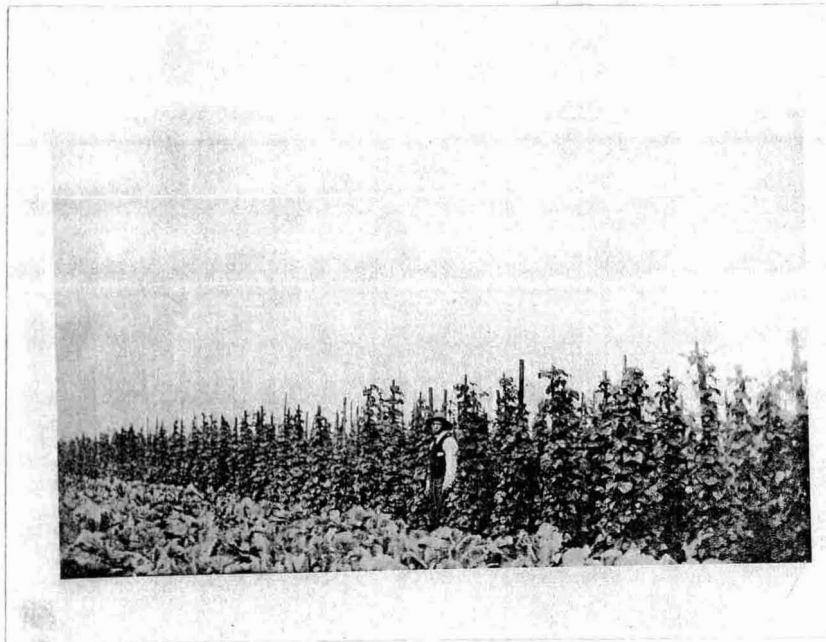
so they looked elsewhere until they found their present location in the White River valley. Their farm was at this time a marsh inhabited only by wild ducks but they arranged to use forty acres of the land, hoping that it would be owned in the future by their American-born children. With this ambition they set about their labor of clearing the land of stumps, draining the marsh, building houses and turning the wilderness into a beautiful garden. They worked hard, used the best fertilizers, provided all necessary modern machinery; in short, did everything in their power to improve the land. Before their arrival the land was practically without value; now it is worth over \$50,000. The following pictures show the transformation:



Typical Condition before Coming of the Japanese



Conditions after Coming of the Japanese--
Typical Farm Residence



Conditions after Coming of the Japanese--
Typical Garden Scene

Another striking characteristic of this farm is its Christian communism. Although four different families live there, they plant, crop, buy and sell together. Machinery, tools, barns, horses and all equipment are owned and used in common. Cooperation is not a theory with them; it is a daily practice.

This occupational cooperation finds its source in their spiritual cooperation. Living as they do among Buddhists and non-religious people, their Christian faith, acquired in Japan under the influence of a non-denominational evangelist binds them together closely. In spite of the overwhelming materialism of modern American civilization, they maintain their simple Christian faith in its puritanic form. They do not work on Sunday even in the busiest seasons, and never fail to meet for the purpose of worshipping God. They have no minister, so each of them speaks in turn of his thoughts and experiences. Their simple service is opened and closed with hymns and prayer, and when I attended I felt as if I were sitting with the Puritans of the colonial period. Due to the kind efforts of an American minister, they now meet with American people in the schoolhouse for Sunday school, the children from the two races being nearly equal in number.

The peaceful life of this group was suddenly broken in 1922 by actions instituted by the prosecuting attorney on the grounds that the White River Garden was controlled by

alien Japanese in violation of the Alien Land Act of 1921. It was decreed on February 27, 1924, that the garden should escheat to the state. The case was appealed to the Supreme Court but a decision has not yet been handed down. *Officially Retained 2950*

The details of this case are given with others in the chapter on the Alien Land Act. The great misfortune which has fallen upon the people of this little community has only served to strengthen their friendship and religion. They continue their humble life in hard work and quiet prayer in spite of the uncertainty of their position. What will be the decision of the Supreme Court in their case, and what effect it will have on their lives, is of extreme interest to me.

B. THE PREVIOUS CONDITIONS OF THE JAPANESE FARMS

Of the 230 farms covering 8162 acres in the White River valley, 115 farms, comprising 4361 acres, have been opened by white men both before and after the coming of the Japanese. The Japanese themselves have developed 115 farms amounting to 3801 acres; that is to say, half the farms in the valley which were under Japanese control in 1923 were opened by Japanese, and the other half had been opened by white men or Chinese, and improved by Japanese. The Japanese had begun to live in the valley thirty years ago, but the greater number of farms were taken up several years later. The actual distribution of farms opened by the two races is shown below and in Map No. 5, Volume II.

TABLE XVI. CONDITIONS OF LAND IN WHITE RIVER VALLEY PRIOR TO ENTRANCE OF JAPANESE FARMERS

A. Absolute Numbers

District	No. of Farms			Acreage		Total
	Culti- vated	Unculti- vated	Total	Culti- vated	Unculti- vated	
Orillia- Kent	45	42	87	2804	2146	4950
Thomas- Christopher	36	38	74	723	788	1511
Auburn	34	35	69	834	867	1701
Total	115	115	230	4361	3801	8162

B. Percentage for the Same

Orillia- Kent	51.7	48.3	100	56.7	43.3	100
Thomas- Christopher	48.6	51.2	100	47.8	52.2	100
Auburn	49.0	51.0	100	49.0	51.0	100
Total	50.0	50.0	100	53.4	46.6	100

C. TYPES OF JAPANESE FARMS IN WHITE RIVER VALLEY

There are three types of Japanese farms in the Valley, vegetable gardens, fruit gardens, and dairies. Their relative extent is shown in the following table:

TABLE XVII. DIFFERENT TYPES OF JAPANESE FARMS IN WHITE RIVER VALLEY

Types	Farm No.	%	Area Acres	%	Avg. size of farm	No. of family	A. per family
Vegetable	67	29.0	1103.5	13.8	16.5	70	14.3
Fruits	92	40.0	818.5	10.0	8.9	103	7.3
Dairy	71	31.0	6240.0	76.2	87.9	72	86.7
Total	230	100.0	8162.0	100.0	35.5	245	33.3

The above table shows that dairies occupy the largest area, 6,240 acres, or 76.2% of the total area of 8162 acres. Vegetable farms are only one fifth as extensive, and fruit farms one eighth. From the standpoint of numbers, however, dairies are only 31%, vegetable farms 29% and fruit farms 40%, which is 40% of the total number. This means that the fruit farm is smallest in area, but greatest in number, and the vegetable garden smallest in number, but of medium area. This explains why the average size of the dairy is largest, of the fruit farm smallest, and why the vegetable garden comes between.

Since the average Japanese farmer does all of his farm work with the occasional assistance of members of his family, it may be said that the average fruit farm consists of seven acres, the average vegetable farm of fourteen acres, and the average dairy of eighty-seven acres. In other words a fruit farm requires the most intensive care, a vegetable garden only moderate care, and a dairy the least of the three. This is expressed in figures below:

TABLE XVIII. DEGREE OF INTENSIVE CULTIVATION OF DIFFERENT TYPES OF FARMING

Type	Acres per Family	Ratio of intensive cultivation	
		Exact figure	Simplified
Fruit	7.3	1/73	1174
Vegetable	14.3	1/143	606
Dairy	86.7	1/867	100

Thus, the intensity of cultivation of fruits is twice that of vegetables and nearly twelve times as great as that required of dairying.

C. TENURE OF JAPANESE FARMS IN THE WHITE RIVER VALLEY

In June, 1924, of the 230 Japanese farms (8162 acres) in the White River valley, only sixteen, with an area of $215\frac{1}{2}$ acres, were owned by American-born Japanese. Thus, only 2.6 per cent of the total area is owned outright, the remainder of the farms being held under short leases. The Alien Land Act of 1921 prohibits Japanese from leasing land in the future, so the expiration of present leases will automatically end Japanese farming. Now let us see what are the lease conditions and how Japanese land holding is declining every year.

The leases for forty-eight farms amounting to $2745\frac{1}{2}$ acres expired at the end of 1923; the leases for $4431\frac{1}{2}$ acres will expire by the end of 1927; and the leases for $1269\frac{1}{2}$ acres will end in 1931. After this date there will be left in the hands of Japanese farmers in the White River valley only the $215\frac{1}{2}$ acres owned by their children. The details appear below:

TABLE XIX. TENURE OF LAND BY JAPANESE FARMERS IN WHITE RIVER VALLEY

Classification	Farm		Area		
	No.	%	No.	%	
Owned	16	7.0	215½	2.6	
Lease expired by end of 1923	48	20.8	2245½	27.6	
Expired end of 1924	10	4.2	298	3.6)
Expires " " 1925	37	16.0	975	11.9	
" " " 1926	57	24.6	2006	24.5)
" " " 1927	38	16.5	1152½	14.2	
" " " 1928	9	3.5	240	2.9) 15.6
" " " 1929	4	3.9	161½	2.0	
" " " 1930	2	0.9	32	0.4)
" " " 1931	6	2.6	836	10.3	
Total	230	100.0	8162	100.0	

Of these 215½ acres, forty acres have already escheated to the state so that the land actually owned by Japanese is only 175½ acres in the valley. After six years these Japanese holdings will amount to nothing in the eyes of the state. Map No. 3 in Volume II gives a clear statement of this situation.

D. CONDITIONS OF THE JAPANESE FARMS WHOSE LEASES HAVE ALREADY EXPIRED

During the two and one half years since the Alien Land Act became effective, June 1921 to December 1923, the leases of fifty-one farms in the valley have expired. Their total area is 2,245½ acres of which 74.3 per cent have already been taken over by white men, for the most part Swiss and Italian immigrants. The greater part of these farms are the pastures and dairies. About 460 acres (20.4%) have been

occupied by Japanese, not as tenants, but as farm hands working for wages. These farms are fruit and vegetable gardens. This means that 116 acres (5.3%) stand unoccupied by either Japanese or white men, and are utterly wasted. From the standpoint of number, twenty-three farms each have been taken over by Japanese and white men, while five lie idle. See the following table:

TABLE XX. CONDITIONS OF JAPANESE FARMS WHOSE LEASES EXPIRED DURING 1921 AND 1923

Classification	Farm		Area	
	No.	%	Acres	%
Taken by white	23	45.0	1669	74.3
Tilled by Japanese farm hands	23	45.0	460½	20.4
Wasted	<u>5</u>	<u>10.0</u>	<u>116</u>	<u>5.3</u>
Total	51	100.0	2245½	100.0

From the above table the following points suggest themselves:

1. Pastures which cover large areas but which do not require intensive cultivation, have been taken by white men.
2. Vegetable and fruit gardens which are small in area, but which require hard work, skill and intensive cultivation, are under the care of Japanese farmers.
3. A few small farms, formerly fruit and vegetable gardens, are in disuse.

For details see Map No. 4, in Volume II.

Taking up the cases of the fifty-one farmers who lost their farms during the three years 1921-1923, these are the conditions which present themselves:

TABLE XXI. CONDITIONS OF FARMERS AFTER THE LEASE OF THEIR FARMS EXPIRED (1921-1923)

Conditions	No.	%
Stay on the same farm	23	45.0
Removed to other part of the valley and work on farm	19	37.4
Casual labor on farm	3	5.9
Return to Japan	3	5.9
Work in sawmill	2	3.9
Work in city	<u>1</u>	<u>1.9</u>
Total	51	100.00

That is, 45 per cent of the farmers stayed on the same farm, 37.4 per cent moved to some other farm in the valley, and 5.9 per cent remained in the valley shifting from farm to farm as casual laborers. Thus it is shown that 88.3 per cent stayed in the valley doing farming in one way or another, while of the remaining 11.7 per cent, 5.9 per cent returned to Japan, 3.9 per cent went to sawmill camps, and 1.9 per cent went to the city. Extending the investigation of these ⁵¹~~107~~ farmers over a period of five years from 1921 to 1925, their conditions appear to be as follows:

TABLE XXII. CONDITIONS OF JAPANESE FARMERS AFTER THE LEASE OF THEIR FARMS WAS LOST DURING FIVE YEARS (1921-1925)

Conditions	No.	%
Stay on the same farm	42	39.1
Removed to another farm in the same valley	28	26.2
Casual labor on farm	13	12.1
Returned to Japan	13	12.1
Father removed to sawmill, family returned to Japan	3	2.8
Removed to city	3	2.8
Removed to other states	2	1.9
Work in sawmill	1	1.0
Father removed to city, family stay on farm	1	1.0
Father died, family returned to Japan	<u>1</u>	<u>1.0</u>
Total	107	100.0

That is, 39.1 per cent of the farmers stayed on the same farm, 26.2 per cent moved to another part of the valley, and 12.1 remained as casual laborers, all maintaining themselves by farming, a total of 77.4 per cent of those who lost their farms between 1921 and 1925. As for the others, 12.1 per cent returned to Japan with their families; 2.8 per cent sent their families to Japan, the fathers remaining to work in sawmills; and the remaining 7.7 per cent went into cities, camps, or to another state. In round numbers it may be said that three fourths of the Japanese farmers who lost their farms still maintain themselves by farming; that fifteen per cent returned to Japan, and the remaining ten per cent left for cities, camps, or other states.

E. RELATIONS WITH WHITE MEN

As most of the Japanese farmers in the valley live many years in the same location, they become well acquainted with their white neighbors, and in spite of the differences in language, habits, and customs, there is no conflict.

It is true that there are no intimate social contacts such as dances and private dinner parties, but the germ of social life is gradually growing. For example, in Thomas, the schoolhouse is used every week for Sunday school, the young and old of both races coming together for common religious exercises. The Reverend U. G. Murphy of Seattle, who goes to the valley once a month, is the greatest promoter of friendly relations between the two races.

Another example of race harmony was recently demonstrated in Auburn. Some of the Japanese in the town have built a big Buddhist temple. Contrary to their expectations, they received from the Americans in the town a contribution of over one thousand dollars in place of the anticipated objections. At the consecration of the temple, the mayor of the city and many of the citizens were present to extend congratulations.

As for economic contacts, after land leasing, the most important one is the daily dealing with the grocers. Since the older Japanese live on Japanese food and the younger generation prefer American food, it is necessary to serve both kinds in every home. Formerly Japanese products could

be purchased only in Japanese stores in Seattle, but gradually local stores procured Japanese goods from wholesalers in Seattle or Japan. Thus grocers in regions peopled by Japanese farmers have found many good customers among them.

Local banks also have extensive dealings with the Japanese, since several hundred thousand dollars pass thru the hands of these farmers each year. The greater part of this money is banked locally.

A most important financial tie between the two races is the cooperation necessary to sell through the berry growers' associations which open their membership to both races on an equal basis. The officers are, in most instances, Japanese, and any kind of conflict is unknown.

Thus as time goes on and the younger generation of Japanese grow up in the same environment as the Americans, social and economic differences tend to adjust themselves and become fewer each year.

CHAPTER VIII. THE ALIEN LAND ACT AND ITS CASES

From the beginning it was the policy of the state of Washington not to allow aliens to own land. When it was admitted to the Union as a state in 1889, its constitution contained a definite statement to this effect in Article II, Section 33, as follows:

CONSTITUTION OF THE STATE OF WASHINGTON

Article II

Section 33.--The ownership of lands by aliens, other than those who in good faith have declared their intention to become citizens of the United States, is prohibited in this state except where acquired by inheritance, under mortgage, or in good faith in the ordinary course of justice in the collection of debts; and all conveyances of lands hereafter made to any alien directly, or in trust for such alien, shall be void; provided, that the provisions of this section shall not apply to lands containing valuable deposit of minerals, metals, iron, coal, or fine clay, and the necessary land for mills and machinery to be used in the development thereof and the manufacture of the products therefrom. Every corporation, the majority of the capital stock of which is owned by aliens, shall be considered as an alien for the

purpose of this prohibition.

Thus, although Japanese could not own land in the state, they could lease it for any legitimate purpose and the majority of Japanese tenants had leases extending from five to ten years.

After the World War an anti-Japanese movement sprang up in many parts of the state. This took concrete form when Philip Tyndal and Robert Green notified the governor on November 11, 1920 of their intention to introduce an initiative bill forbidding aliens to lease land. This could not be introduced into the legislature because it failed to get the required number of signatures, that is, of one tenth of the total number of voters. However, on January 27, 1921, J. T. Jones and Adam Beeler introduced an anti-Japanese land bill in the legislature which passed the House on February 25 by 71 votes versus 19. It passed the Senate on March 2, was signed by the governor March 8, and became effective June 9, 1921. The Act is given in Appendix III.

The points made in the act, in brief, are:

1. An alien who has not in good faith declared his intention of becoming a citizen of the United States cannot either own or lease land.

2. No person shall hold land or title to land for an alien.

3. Land held or owned in violation of the act will be forfeited to the state.

The phrasing is carefully chosen so that the act appears fair and impartial, but it is unquestionably aimed at the Japanese. Instead of saying "Japanese shall not either own or lease land" it states that "an alien who has not in good faith declared his intention of becoming a citizen of the United States shall not either own land or take or hold title thereto". Taking into consideration the fact that Japanese cannot be naturalized, this rigorous act seems to be designed to keep the Japanese from farming the land. The uncertainty of their future prompted some to seek other occupations, but the majority knew no other occupation by which they could support their families and provide for their coming old age.

During the period of three months between March 2 and June 9, the dates of the enactment and enforcement of the act, most of the Japanese farmers arranged with the land owners to continue their farming. This was arranged in the following three ways:

1. Purchase of land for an American-born child.
2. Labor contract.
3. Renewal of lease.

Since now a Japanese cannot either own or lease land, those farmers who have had enough money purchased farms and chose guardians for their American-born children. The farmers themselves became employes of the American guardians. Those who did not have sufficient money to purchase farms

became farm hands for the land owner. There was a third group who compromised by renewing their leases for another five or six years.

As a result, in spite of the lapse of a year and a half since the Alien Land Act went into effect in 1921, there remained in the state over 10,000 acres of Japanese farms. This situation was so distasteful to anti-Japanese factions that on January 26, 1923, there was introduced in the House through Mr. Beeler an amendment to the Alien Land Act which passed the House on February 16, the Senate on February 28, and was approved by the governor March 10, 1923.

The purpose of the amendment is twofold.

1. To prevent American land owners from helping Japanese farmers to maintain their farms.
2. To prevent the purchase of land for American-born minors of Japanese descent.

The amendment is given in full in Appendix IV.

Not even such drastic measures as these can kill a man's desire to live, to pursue happiness, and to feed his family with the fruits of his labor. American land owners prefer to rent their land to Japanese because they pay high rent and take good care of the property, while Japanese desire to stay on the land because farming is their natural calling. In spite of the merciless exactions of the law, many Japanese stayed on farms as before. This was contrary to the expectations of the anti-Japanese faction, so the

state's attorneys began rigorous prosecution of Japanese farmers. Pressing financial necessity caused some of the land owners and Japanese to appeal to courts sitting in equity for injunctions restraining these prosecutions on the ground that the law under which they were being instituted was unconstitutional and in conflict with the American-Japanese treaty. Consequently, many cases relating to Japanese have appeared since the enactment of the Alien Land Law, but I shall only deal with those Japanese farm cases which came up before June, 1924. They are as follows:

A. CASES OCCURRING BETWEEN THE ENACTMENT AND THE ENFORCEMENT OF THE ALIEN LAND LAW (MARCH 8, 1921-JUNE 9, 1921)

I. Terrace Nakatsuka case

II. Okubo-Arai case

III. Katsuno case

IV. Kusumi-Hayashi case

V. Miyagowa case

VI. Kurita case

VII. Kosai case

B. CASES OCCURRING AFTER THE LAW WENT INTO EFFECT (JUNE 9, 1921)

VIII. Miyoshi case

IX. Motomatsu case

I. TERRACE-NAKATSUKA CASE

This action was brought by Terrace and Nakatsuka against the state of Washington. It was taken

to the District Court of the United States, Equity Division, on June 14, 1921 and the first hearing was had June 24.

The main points in the complaint are as follows:

1. Terrace wished to lease his land to N. Nakatsuka for a period of five years for agricultural purposes, but was prohibited by the Alien Land Act which punishes severely and causes land to escheat to the state. The following quotation is from Paragraphs 3 and 4 of the complaint:

"The plaintiff Terrace desires to lease the said real estate to the plaintiff N. Nakatsuka for the period of five years, and the plaintiff N. Nakatsuka desires to accept such lease, and but for the Act of the State of Washington hereinafter specifically mentioned, the plaintiffs would execute a lease of said real estate.....The defendant Lindsay L. Thomson, as the attorney-general of the State of Washington, has threatened to, and will enforce said Act in each and all of its items, and the whole thereof, and particularly against these plaintiffs in the event that they enter into a lease of said real estate for the purpose and terms aforesaid, will forfeit such leasehold interest to the State of Washington, and will prosecute these plaintiffs criminally for an alleged violation of said act above mentioned, and the said act is in its terms so drastic, and the penalties attached to a violation of the terms thereof are so great, that neither of these plaintiffs may make or execute such lease, even for the purpose of testing the constitutionality and validity of said act of the legislature above mentioned."

2. The Act is void because:

A. It is in conflict with Article I of the American-Japanese treaty which guarantees to the people of Japan the right of leasing land for the purpose of residence, commerce, manufacture, and everything incident to or necessary for them. Here is a quotation from Paragraph 3 of the Complaint:

"That the said act of the legislature of the State of Washington above mentioned is in violation of and contrary to the existing treaty between the United States of America and the Empire of Japan, and particularly Article I thereof, in that it prohibits subjects of the Emperor of Japan from leasing land for residential and commercial purposes, and from doing everything incident to or necessary for trade upon the same terms as native citizens of the United States of America."

"N. Nakatsuka, in addition to being a capable farmer, is engaged in the business of trading, wholesale and retail in farm products, and shipping the same in intra-state, interstate and foreign commerce, and instead of purchasing such farm products, he has produced, and desires to continue to produce, his own farm products for the purpose of selling them in the said wholesale and retail trade, and if he is prevented from leasing land for the purpose of producing such farm products for such trade he will be prevented from engaging in trade and the incidents to trade as he is authorized

to do under the treaty herein mentioned."⁽¹⁾

B. It is in conflict with the Fourteenth Amendment to the United States Constitution in that it deprives these plaintiffs of their property without due process of law and denies them equal protection under the law. The following is an exact quotation from Paragraph V of the Complaint:

".....unless this court shall determine the validity of said act in this proceeding, said plaintiffs will be compelled to submit to said act....., and thereby be deprived of their property without due process of law and denied the equal protection of the law in contravention of the Fourteenth Amendment to the Constitution of the United States."⁽²⁾

C. It is in conflict with Article II, Section 33 of the Constitution of the State of Washington, in that it denies aliens the right to lease land. Here is a quotation from Paragraph VI of the Complaint:

"That said act of the legislature of the State of Washington above mentioned is in violation of and contrary to Section 33 of Article II of the Constitution of the State of Washington; and protection of the provisions of said section are hereby expressly invoked by the plaintiffs and each of them."⁽³⁾

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1. Quotation from Complaint III, pp. 16-17, Documental History of Law Cases Affecting Japanese in the United States, Vol. II, by Consulate General of Japan, San Francisco.
 2. Ibid, p. 17.
 3. Ibid, p. 17.

3. For these reasons the plaintiffs asked the court to enjoin any prosecution under the Alien Land Act until the case at issue was decided.

The court handed down its decision on August 25, 1921, denying the plaintiffs the injunction on the following grounds:

1. The act is not in contravention of the American-Japanese treaty, because "In the treaty as signed the rights of the citizens and subjects of the contracting parties with reference to real property were specifically dealt with (Art. I) in the stipulation that they should have liberty 'to own or lease and occupy house, manufactories, warehouses and shops' and 'to lease land for residential and commercial purposes.' It thus appears that the reciprocal right to lease land was confined 'to residential and commercial purposes', and that the phrases 'incidental' and 'other lawful purposes' which would have included the leasing of agricultural lands, were omitted."⁽¹⁾

2. The act is not in conflict with the Fourteenth Amendment to the Constitution of the United States:

".....The Fourteenth Amendment, the primary purpose of which was the enfranchisement of the slaves.....By the amendment, members of the enfranchised race were made

1. A quotation from the decision of the court by Judge Cushman, page 21, Documental History of Law Cases Affecting Japanese in U.S., Vol. II, by Consulate General of Japan, San Francisco,

citizens of the nation and state of their residence, a privilege at present denied to the subject of Japan."⁽¹⁾

In justifying racial discrimination, the decision says, "There is no restriction upon the authority of Congress to discriminate in the matter of eligibility of an alien to become a citizen because of color. It is obvious that the objection on the part of Congress is not due to color as color, but only to color as an evidence of a type of civilization which it characterizes. The yellow or brown racial color is the hallmark of the Oriental despotisms, or was at the time the original naturalization law was enacted. It was deemed that the subjects of those despotisms, with their fixed and ingrained pride in the type of their civilization, which works for its welfare by subordinating the individual to the personal authority of the sovereign, as the embodiment of the state, were not fitted and suited to make for the success of a republican form of government.....It is this disqualification put upon them by the Federal Government to which the state objects and not their color, altho the Federal Government may have made their race color the irrefutable evidence of disqualification for citizenship."⁽²⁾

This is a bold statement which disregards facts and principles of social and political theories.

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1. Ibid, p. 25.
 2. Ibid, p. 25.

3. The act is not in violation of Section 33, Article II. "The exceptions in the constitutional provision constitute a grant to the alien and, of course, are not subject to legislative change or limitation, at least, by the state. But it does not follow because the constitution prohibits alien 'ownership' of lands with certain exceptions, that the constitution, not having defined what shall constitute ownership, the legislature may not do so. The legislature is not bound to leave the courts to speculate upon that subject. In fact, the act of the legislature but follows the common law."⁽¹⁾

Thus the interpretations by the court of the treaty, the Fourteenth Amendment to the Constitution, and the State Constitution, Section 33, Article II, were all against the plaintiffs. Dissatisfied with the decision, they appealed to the Supreme Court of the United States, where they met the same fate; and the Alien Land Act was firmly approved by the Supreme Court, when it gave its final decision on November 12, 1923, in favor of the defendant, State of Washington. The decision was based on the grounds that "the question whether or not a state statute conflicts with the constitution of the state is settled by the decision of its highest court. The supreme court is without authority to review and revise the construction affixed to a state statute as a state matter

1. Ibid, p. 27.

by the court of last resort of the state." Therefore "the decree of the District Court is affirmed."⁽¹⁾ For the details of the complaint and the decision of the case, see pages 16-27 of the Documental History of Law Cases Affecting Japanese in the United States, Volume II, by Japanese Consulate General, San Francisco.

II. OKUBO CASE

Kanataro Okubo, a Japanese farmer, was buying a piece of uncultivated land on installments from an American citizen, Morford. He cleared the land for the purpose of raising berries. When the Alien Land Act was passed, he then gave title to his equity to an American-born Japanese by the name of Kichio Arai, an adult, and leased the land from him before the land law went into effect. The title to the land would remain in Morford until the payments were completed. On June 14, 1922, the prosecuting attorney prosecuted Okubo and Arai, leaving Morford out of the case, on the ground that they were violating the Alien Land Act. Since Arai had been born in America and was then over twenty-one years of age, he could legally own the land, but on being prosecuted, Okubo and Arai notified the court that they desired to avoid trouble and were willing to give up the land to Morford. The prosecution was dropped. Read Appendix V, No. 1, for a full

1. Ibid, p. 109.

statement of the complaint.

III. KATSUNO CASE

S. Katsuno desired to make America his permanent home, and prompted by parental love, he desired to buy land for his American-born children in order to guarantee their future. As the state constitution prohibits an alien from purchasing land, he acted according to the advice of his lawyer and asked an American citizen, Mr. White, to buy a piece of lan for him and to keep it until Katsuno's child had reached his majority. Mr. White did so.

Later the White River Garden was organized with 2000 shares of stock at \$10 per share, three of the shares being owned by American citizens and the rest by Katsuno. Just before the Alien Land Law went into effect, S. Katsuno gave his shares of stock to his daughter, Yeshiko Katsuno, a minor of ten years, Mrs. Norla Murphy becoming her guardian. S. Katsuno worked on the farm as a hired manager, all the stock was now possessed by American citizens, and all the legal steps had been taken before the Land Law went into effect, so there was nothing irregular in the transaction. However, the Attorney-General considered that Katsuno had been controlling the farm for his own benefit contrary to the Alien Land Act, and he claimed the land to be escheated.

Here is a quotation from Paragraph IV of the complaint:

"That the said defendants acquired title to said land in violation of the Constitution of the State of Washington, and are holding the same as hereinafter set out;..... that under and pursuant to said constitution and statutes of the State of Washington, said land is escheated to the State of Washington."(1)

The defendants considered this prosecution a violation of the state constitution, and answered in part as follows:

"These defendants allege that Chapter 50 of the session of the State of Washington for the year 1921 is in violation of Section 12 of Article I of the Constitution of the State of Washington, in that it grants to citizens, classes of citizens and corporations other than municipal privileges and immunities which upon the same terms do not equally belong to all citizens or corporations, and these defendants specifically invoke the protection of said Section 12 of Article I of the Constitution of the State of Washington."(2)

The decision of the court, which was given on February 27, 1924, was against the Japanese and Judge Hall declared the land to be escheated to the state on the ground:

1. That "This act (Alien Land Act of 1921) was an amplification of the constitutional provision prohibiting

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1. S. F. Japanese Consulate-General: Law Cases Affecting Japanese in U.S., Volume II, p. 790.
 2. Ibid, pp. 790-791.

aliens from owning lands or an interest therein."(1)

2. That "He (Katsuno) had as exclusive possession and as complete control of it as if he had owned it in fee,Katsuno ran the place to suit himself, and, while he made perfunctory reports to said guardian, they were not in writing. There was no way of checking him up and said guardian accepted his statements of receipts and expenditures without question. She knew nothing about farming, and Katsuno had exclusive control of said land."(2)

The defendants were not satisfied with the decision and appealed to the Supreme Court immediately, and although a year and a half have elapsed, that court has not yet handed down its decision.

For the details of the complaint, defense and decision, read pages 789-794, Documental History of Land Cases Affecting Japanese in the United States, Volume II, by the Japanese Consulate General, San Francisco.

IV. KUSUMI-HAYASHI CASE

Kusumi and Hayashi, both Japanese, leased land in Bothell from the Enterprise Investment Co. in June, 1921, for the purpose of raising hogs and cattle. The prosecuting attorney considered that the company held the land in trust for the Japanese, and Judge McCroskey gave a decision in April,

1. Ibid, p. 793.
2. Ibid, p. 793.

1924, against the defendants, approving the statement of the state's attorney. The decision, in part, reads:

"That the reasonable, fair cash value of said land at all times herein referred to did not exceed the sum of thirty-five hundred (\$3500.00) dollars and that all the transactions hereinbefore referred to were made for the purpose of evading the Constitution of the State of Washington.....

"From the foregoing findings of fact the court now makes the following conclusions of law:

1. That all the right, title and interest of all the defendants in this action to the land hereinbefore described was held subject to Section 33, Article II, of the Constitution of the State of Washington, and Chapter 50 of the Session Laws of 1921, and in violation thereof and that by virtue of said constitution and the statutes of the State of Washington, said land and the whole thereof and all rights, title and interest of each and all of the defendants therein should be forfeited and become the property of the State of Washington....."

The defendants were not satisfied with the decision, and the case has been taken to the supreme court of the state. The higher court, however, has not given its decision so far. For the details of the complaint, and the decision, see pages 901-909, Documental History of Land Cases Affecting Japanese in the United States, by Japanese Consulate General, San Francisco.

V. MIYAGAWA CASE

In 1919 M. Miyagawa, an adult, A. Keene and Mildred Keene organized the Rehan Investment Co. with capital stock of \$10,000 composed of one hundred shares. M. Miyagawa owned ninety-eight shares and the Keenes one each. The company contracted to buy the Rehan Hotel by installments, and later found it hard to meet them. Consequently they decided in May, 1921, to trade the hotel for seventy acres on Washon Island. M. Miyagawa, knowing that he could not own land in the state, gave fifty shares of the Rehan Investment Company's stock to his daughter, Toki Miyagawa, an American-born adult. For these fifty shares of stock, she received the said land and the buildings on it. At the same time M. Miyagawa received the cattle and tools on the farm for his forty-eight shares. After these transactions had been completed, Williams and Company held the estate in trust for Toki Miyagawa at her request, because she wished to sell it as soon as she could get a good price. For this reason she thought it best not to own the estate in her Japanese name and entrusted it to an American concern. This was perfectly legal, because Toki Miyagawa was born in America and had reached her majority. There is no law which prohibits an American citizen from having land held in trust for him, but the state prosecuted them on February 5, 1922, on the ground that their transaction was a violation of the Alien Land Act of 1921. The decision was given in June, 1923, in favor of the defen-

dants on the ground that all their transactions were perfectly legal. The conclusion of the decision, in part, says:

"And from the foregoing findings of facts the court deduces the following conclusion of law: That the defendant Toki Miyagawa is entitled to a decree herein adjudging that she is the owner of said real estate free and clear of any right, title, lien or interest of any of the parties to this action therein or thereo.....And that the defendant Toki Miyagawa, A. V. Williams and Company,.....are each entitled to recover their costs and disbursements against the plaintiff, to be taxed herein."

For details of the complaint, answer and the decision, see pages 909-912, Documental History of Law Cases Affecting Japanese in the United States, by Japanese Consulate General, San Francisco.

VI. KURITA CASE

On October 27, 1909, Ryotan Kurita acquired title to a piece of land from W. E. Conway. On May 1, 1915, Kurita sold the title to the Mountain View Agricultural Company which gave a note of \$2500.00 to Kurita with the land as security. The company transferred title to the land to the Western American Realty Company, with the mortgage to Kurita. It was again sold to the Enterprise Investment Company with the same mortgage. This last company paid \$250.00 to Kurita, gave a note for the balance, and offered the land for securi-

ty.

Thus Kurita's interest in the land was only that of a mortgagee, but the state's attorney considered this to be a violation of the Alien Land Law and began proceedings April 13, 1923. The court dismissed the case because of insufficient grounds for prosecution. For details see Appendix V, No. 2.

VII. KOSAI CASE

On December 4, 1919, K. Kosai made a contract with Danuel Kleinberg to buy a piece of land on installments. In 1921 he gave his interest in the land to his American-born child, Frank Kosai. S. Osawa and Pierce Lonergan became trustees for the child and Kuchi Kosai became an employe under their supervision.

The attorney for the state considered this a violation of the Alien Land Law of 1921 and prosecuted K. Kosai, Frank Kosai, S. Osawa and Pierce Lonergan. Judge Davidson, however, gave a decision for the defendants, the grounds being, in brief, as follows:

1. Frank Kosai, being an American citizen, can legally accept a deed to land from anybody.

"Defendant, Frank Kosai, to whom the land was deeded, was born in this country and was at the time the property was deeded to him a citizen of the United States.

"As to the legal phases of this case, the propositions of law advanced by the defendants I believe to be es-

established by the authorities cited, that is to say, (1) 'An alien may transfer a good title to real estate to any person entitled to hold it;.....!(2) 'All persons born in the United States are citizens thereof.' (3) The gift being beneficial an acceptance is presumed. (4) 'And the fact that the father secured the transfer to his minor child for the reason that he could not hold title himself on account of being an alien, in itself is not fraudulent, the minor being at the same time a citizen.'"(1)

2. Kuchi Kosai and his wife were mere employees under the supervision of the trustees, and the land was owned by Frank Kosai, not for the benefit of his parents, but for his own.

"The father and mother of the defendant, Frank Kosai, according to the evidence, have been employed by the said trustees since the transfer was made to farm the land involved and during said time have lived upon said land and worked the same under the supervision and direction of the trustees and has accounted to the trustees for any produce he may have personally disposed of.....

"The state's contention being that Kuchi Kosai and wife were farming the land as their own and receiving all revenue therefrom and defendants contending that they were mere employees of the trustees and working for a fixed salary

1. A quotation from the decision, pp. 786-7, Documental History of Law Cases, by Consulate-General of Japan, San Francisco.

per month.

"I have considered this testimony with as much care as possible and concluded that the authority given to and exercised by the father and mother were no more than is ordinarily given to the foreman of a ranch, and that the activities of said Kuchi Kosai are not inconsistent with such character of employment."⁽¹⁾

The state's attorney, being dissatisfied with the decision, appealed the case to the Supreme Court of the state but the decision of the lower court was affirmed. The details of the complaint, answer and decision are found on pages 784-788 of "Documental History of Land Cases Affecting Japanese in the United States" by the Japanese Consulate General, San Francisco.

VIII. MIYOSHI CASE

In 1902 Sentaro Miyoshi bought a farm from Fred Bock. In 1920 he gave it to his son, Henry Miyoshi, a minor. Ernest Keene was the child's guardian and Sentaro Miyoshi leased the land from him on June 6, 1921.

The attorney for the state considered this a violation of the Alien Land Act and prosecuted them on November 17, 1923.

1. A quotation from the decision, p. 787, *Ibid.*

17, 1923.

".....said Sentaro Miyoshi and Haru Miyoshi, his wife, attempted to acquire and hold said land in violation of the Constitution of the State of Washington....."

"That said defendants, Sentaro Miyoshi and his wife do now own said land and hold title thereto and do have an interest therein and right to the control, possession, use, enjoyment, rents, issues and profits thereof, subject to and contrary to the provisions of the Section 33, Article II, of the Constitution of the State of Washington, and Chapter 50 of the Act of the Legislature of the State of Washington for 1921.....(therefore)....said land and the title thereto ..(should be)..escheated to the state....."(1)

IX. MOTOMATSU CASE

This case was an attempt on the part of the state to cut short a lease entered into before the Alien Land Law went into effect, and which was not to expire until several years after it had become effective. George Motomatsu leased a farm of 240 acres for the term of twelve years from Jahu Joyce on June 9, 1921, just before the Alien Land Law went into effect.

The state constitution prescribes that no law, except appropriation bills, shall take effect until ninety

1. A quotation from the complaint, p. 3, Japanese Assn.'s Law Case File, 1924. For the full complaint see Appendix V, No. 3. The decision is yet pending.

days after the adjournment of the session at which it was enacted, unless in case of emergency the legislature shall direct otherwise (Article II, Section 31, Constitution of the State of Washington). The intention of this section is to protect the people who are affected by the new law, and to give them three months' time to readjust themselves. Under the guarantee of this section of the constitution it was perfectly legitimate for the Japanese in the state to renew or modify land leases during these three months between March 9 and June 9, 1921. The attorney for the state considered this an infringement of the Land Act and prosecuted Motomatsu on February 14, 1924. The following quotation shows well the attitude of the attorneys for the state:

"That said defendants (George Motomatsu and his wife)....., on or about the 6th day of June, 1921, did make and enter into a certain written contract, lease and chattel mortgage with John Joyce and Emma Joyce, husband and wife.

"That by virtue of said contract, lease and chattel mortgage referred to in the last preceding paragraph, said defendants, and each of them, now have title to and interest in and own the land described in paragraph I hereof, and said defendants do have a right to the control, possession, use, enjoyment, rents, issues, profits, and the right to the benefit of the land.

"That the right, title and interest of the defendants in said land, as hereinbefore set out, is subject to the

provisions of Chapter 50 of the Sessions Laws of 1921....., and is held by said defendants in violation thereof and by reason thereof all right, title and interest of said defendants.....has escheated to the state of Washington;.....and be vested in the state of Washington, and that the said defendants be forever hereafter barred from exercising any right, title, control, use, possession, benefit or interest in said land, or any part thereof....."(1)

The first hearing was had on June 23, 1925, but the judge has not yet given his decision. For the complete complaint see Appendix V, No. 4.

These cases are representative of the different types of land cases which relate to Japanese farms in the state, and may be classified into the following groups:

A. The case in which Japanese were plaintiffs, and the state the defendant

I. An attempt to nullify the Alien Land Law. The Japanese lost the case. (Refer to Case I.)

B. The case in which the state was the plaintiff, and Japanese were defendants.

I. Cases in which the farm was owned by a corporation, the majority of stock being owned by an American-born Japanese minor. In this case the

1. Parts of Complaints IV, V, VI, pp. 2-3, Motomatsu Case, Land Law cases filed by N.W. American Japanese Association, 1924.

State won (Case III).

II. Cases in which the farm was owned by American-born Japanese. In one case the state won; in other cases the state lost (Cases IV, V, VI, VII).

III. Cases in which the farm was leased to Japanese before the law went into effect. Decision is pending.

A careful reading of complaints, answers, and decisions reveals the fact that in general, the decisions of the court are influenced to a certain extent by the presentation of the plaintiff's and defendant's respective cases, but they depend largely upon the attitude of the judge who gives the decision. For example, Katsuno's case and Kosai's case are of the same nature, both having purchased land for their American-born children. In each case they had become employees under the supervision of the guardians for the minor. Judge Davidson gave a decision in favor of Kosai, whereas Judge Hall held the opposite in Katsuno's case.

CHAPTER IX. CONCLUSION

More than thirty years have elapsed since Japanese farmers first appeared in the state of Washington, but it was not until after 1910 that they increased rapidly. The climax was reached in 1920 when there were in the state more than one thousand Japanese cultivating over twenty-five thousand acres. Over half of this land had been woods, marshes, and waste land before Japanese occupation, but soon it was cleared, drained, and tilled by their indefatigable hands. As a consequence this rapid growth began to attract the attention of the American people. In 1920 the 3500 dairy cows owned by Japanese alone supplied about half of the milk consumed in Seattle, and nearly seventy per cent of the berries, fruits and vegetables consumed in Seattle, Tacoma, Spokane, and other cities of the vicinity were raised on these Japanese farms. Furthermore, a considerable amount was shipped to such eastern cities as St. Paul, Chicago and New York. The total value of these Japanese farm products in 1920 amounted to nearly \$4,000,000, more than ten per cent of the total value of the milk, vegetables and soft fruits produced in the whole state in 1919, or \$38,175,735. (1)

1. U.S. Census, 1920, Vol. VI, Part 3, pp. 288-289.

The Japanese farmers had their share of the prosperity incident to the World War during the five years between 1915 and 1920, a fact which may have caused jealousy on the part of some Americans. At any rate, the narrow patriotism resulting from the war fanned the spark of anti-Japanese feeling so that the American Legion and other anti-Japanese organizations, in cooperation with cheap politicians, succeeded in enacting the Alien Land Act in 1921. As a result, there has been a decrease of about 35% of the Japanese farms within two years; by the end of 1925 this will amount to a 65% decrease, and there will be only 7000 acres left in the hands of Japanese farmers at the beginning of 1926.

Those Japanese farmers who lost their farms in this way chose one of the following four alternatives:

1. Some went to Japan with their families, probably never to return to America. (This was about 10%.)
2. Some left their farms to look for work in cities.
3. Some left farms to go to sawmills or railroad camps.
4. Many stayed on the farms as mere farm hands or foremen working for wages, because farming was their chosen vocation.

Most of these Japanese farmers have been on their farms more than ten years and they are now getting old. It is almost impossible for them to change from farm work to any other occupation sufficiently remunerative to support their

growing families. Besides the actual loss of their farms and homes, the mental suffering due to being deprived of their pets, livestock and other possessions must not be forgotten. So, in the majority of cases, the Japanese farmer will stay on his farm in some way or another in spite of the rigorous application of oppressive laws by state authority, because farming is the only way he can live honestly and happily.

How cruel, inhuman and unjust it seems that a wealthy pioneer state like Washington, with a sparse population and thirteen million acres of farm land, of which half is yet unimproved, should desire to force out a handful of simple, law-abiding, hard working Japanese farmers. There seems to be no reason why they should give up the farms so dear to their hearts other than that the state has so willed. This is not merely a petty legal interpretation of the Act, or theory of state authority; it is a fundamental question of human justice.

It is the duty of a people to obey the law of the land in which they live, but is more than a duty, it is a demand of justice and humanity, that a state shall not willfully deprive its residents of the inalienable right to pursue happiness by the honest trade of their choice. This is especially true when the means is the enactment of a law which is hard to obey conscientiously and of which neither God or just men can approve.

The function of law is to administer social justice by means of state authority. Any law, therefore, which is enacted in violation of this fundamental principle is not a law in its real sense, but an instrument of tyranny, an enemy of justice. A man with a sense of equity and the honest desire to pursue happiness for himself and his family, cannot, need not, and should not obey such a law. Violation of such an unnatural law is inevitable from the standpoint of humanity. If these simple farmers violate this inhuman act from sheer necessity to live, it is not their fault, but that of the state's; it is the unavoidable result of the state's abuse of its authority in sponsoring such a deterrent to the progress of civilization. The helpless alien farmers may be condemned by the state's judicial authority, their lands be escheated, and their homes broken up, but the state is more heavily condemned in the judgment of God. Man can make and unmake his laws at will, but he can never violate a law of nature without suffering its consequences. What, then, will be the natural consequence of the Alien Land Act of the State of Washington?

APPENDIX I. CONSTITUTION, BY-LAWS AND MARKETING CONTRACT
FORM OF SEATTLE MILK SHIPPERS' ASSOCIATION

**SEATTLE MILK SHIPPERS'
ASSOCIATION**



**ARTICLES OF INCORPORATION
AND
BY-LAWS**

ARTICLES OF ASSOCIATION
OF

SEATTLE MILK SHIPPERS' ASSOCIATION

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, CHAS. E. FISHER, THOMAS J. OWENS, W. G. GRIMM, J. M. ALBERT and LELAND J. CLARK, of King County, Washington, each being a citizen of the United States and of the State of Washington, do associate ourselves together to form an Association under the "Co-operative Marketing Act," Chapter 115 of the Laws of the State of Washington, Legislative Session of 1921, and do hereby adopt the following, in triplicate, as our Articles of Incorporation:

ARTICLE I.

The name of this Association shall be SEATTLE MILK SHIPPERS' ASSOCIATION.

ARTICLE II.

The objects for which this Association is formed, and the franchises and powers which shall be vested in it, are as follows:

To engage in any activity in connection with the marketing, buying, selling, processing, canning, storing and handling or utilization of milk, or the derivations therefrom, produced or delivered to it by its members;

To purchase from its members, sell and deal in milk and cream and other dairy products, and to manufacture and sell any of the products or derivations of milk or cream, and for the purpose above to own, purchase, hold construct and operate such plant or plants as may be necessary for carrying out any of the objects of the Association;

To engage in any activity in connection with the purchase, hiring or use by its members of supplies, machinery or equipment, or in the financing of any such activities;

To act as the agent or representative of any member or members of the Association in any of the above mentioned activities;

To borrow money and to make advances to its members, and to that end to issue its negotiable notes, bills, acceptances, bonds or other obligations, and to secure the payment thereof by mortgage, pledge or deed of trust of any or all of its assets, and to sell, lease or otherwise dispose of any of its property;

To purchase or otherwise acquire, and to hold, own and exercise all rights of ownership in, and to sell, transfer or pledge shares of the capital stock or bonds of any corporation or association engaged in any related activity or in the

handling or marketing of any of the products handled by the Association;

To establish reserves and to invest the funds thereof in bonds or such other property as may be provided in the by-laws;

To buy, hold and exercise all privileges of ownership over such real or personal property as may be necessary or convenient for the conducting and operation of any of the business of the Association or incidental thereto;

To do each and every thing necessary, suitable or proper for the accomplishment of any one of the purposes or the attainment of any one or more of the objects herein enumerated; or conducive to or expedient for the interest or benefit of the Association; and to contract accordingly; and in addition to exercise and possess all powers, rights and privileges necessary or incidental to the purposes for which the Association is organized or to the activities in which it is engaged; and in addition any other rights, powers and privileges granted by the laws of this state to ordinary corporations, except such as are inconsistent with the express provisions of this act; and to do any such thing anywhere.

ARTICLE III.

The place where the principal business of the Association will be transacted is Seattle, King County, Washington.

ARTICLE IV.

The time of the existence of this Association shall be fifty years.

ARTICLE V.

The affairs of the Association shall be managed by a board of five directors, who shall be residents of the State of Washington, and four of whom shall be elected annually by the members or stockholders from their own number. One director shall be appointed by the Director of Agriculture of the State of Washington, and such director need not be a member or stockholder. The number of directors may be increased by a majority vote of the members at any regular or special meeting called for that purpose according to the by-laws of the Association, and if the number of directors is increased amended Articles of Association shall be filed as provided by law.

ARTICLE VI.

The Association is organized without capital stock, and the property rights of each member shall be equal. The Association shall have the power to admit new members, who shall be entitled to share equally in the property of the Association with the old members upon paying into the treasury of the Association the membership fee provided by the by-laws of the Association; *Provided*, that by the

written consent or the vote of two-thirds of the members of the Association at a regular meeting or at a special meeting called for that purpose, if it appears that it is necessary and desirable and for the best interests of the Association capital stock, either preferred or common or both, may be provided for, and the amount of each class of stock fixed, as well as the par value thereof, and the preference if any. In case of providing for capital stock in the manner aforesaid amended Articles of Association shall be filed as provided by law.

IN WITNESS WHEREOF, the incorporators have hereunto set their hands on this 18th day of July, 1921.

CHAS. E. FISHER,
THOMAS J. OWENS,
W. G. GRIMM,
J. M. ALBERT,
LELAND J. CLARK.

STATE OF WASHINGTON }
COUNTY OF KING } ss.

THIS IS TO CERTIFY, that on this 18th day of July, 1921, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally came Chas. E. Fisher, Thomas J. Owens and W. G. Grimm, to me known to be the individuals described in and who executed the within instrument, and acknowledged to me that they signed the same as their free and voluntary deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal, the day and year first above written.

(Seal) CLARK M. BURKHEIMER,
Notary Public in and for the State of
Washington, residing at Seattle.

BY-LAWS
OF
SEATTLE MILK SHIPPERS' ASSOCIATION

ARTICLE I.

Certificates.

1. Certificates of membership in the Association shall be issued in numerical order from a membership certificate book to be provided and kept by the Secretary of the Association, and shall be signed by the president and secretary and sealed with the corporate seal. A record of each certificate issued shall be kept on the stub of the certificate book.
2. Certificates of membership shall not be transferable or assignable.
3. No certificate of membership shall be issued to any member until the membership fee has been fully paid.

ARTICLE II.

Members.

1. Any person engaged in the production of fluid milk or dairy products, or derivatives therefrom, which are capable of shipment to the Seattle market, shall be eligible to membership in the Association. Lessees and tenants of land used for the production of such products, and any lessors and landlords who receive as rent of the aforesaid produce produced on the leased premises, shall be eligible to membership in the Association.
2. If a member of the Association be other than a natural person, such member may be represented by any one individual associate officer or member thereof, duly authorized in writing filed with the Secretary of the Association. Such representative may be changed from time to time by filing a new authorization in writing with the Secretary, revoking any former authority.
3. Any person wishing to become a member of the Association shall sign the application blank provided by the board of directors of the Association, and shall enter into a contract in such form as shall be provided by the board of directors and approved by the Director of Agriculture of the State of Washington, provided that the Association may sell or resell all the dairy products, or the derivatives therefrom, of its members, in such form as to the Association shall seem best, with or without taking title thereto, and pay over to the dairyman the resale price of all such milk in whatever form sold, less a proportional cost of the necessary selling, overhead and other costs and expenses of the

Association, based on the entire quantity of milk purchased by the Association from its members under similar contracts, not to exceed 5 per cent of said resale price.

Settlements shall be made with the dairyman at least once each month, and payment shall be made on the 10th of the month following for the previous month's business.

The dairyman agrees, at his own cost and expense, to produce said milk and prepare the same daily in proper containers at the proper time for shipment in accordance with the rules prescribed by the Association, said milk to be produced in the most sanitary condition possible.

It is expressly understood and agreed that a uniform price shall be paid the dairyman, and all other dairymen with whom similar contracts shall be made, and the terms of all contracts with members of the Association shall be uniform.

The Association may take said milk from the dairyman's premises and transport the same to the Association's depots, and there weigh and test the same, but unless the Association shall so elect in writing to transport said milk it shall be delivered to the depots of the Association by the dairyman as directed by the Association.

In case of the breach or threatened breach of any of the terms and conditions of this agreement to be performed by the dairyman, it is hereby mutually agreed that the Association shall be entitled to an injunction to prevent a further breach or threatened breach of the contract by the dairyman, and to a decree of specific performance thereof by an action begun by the Association against the dairyman, and the dairyman agrees that he will pay all costs, premium for bonds, expenses and fees, including a reasonable attorney's fee, in case any action is legally maintained against him under the contract by the Association. Pending the adjudication of any such action, and upon filing a verified complaint showing the breach or threatened breach, and upon filing a sufficient bond, the Association shall be entitled to a temporary restraining order and preliminary injunction against the dairyman.

4. No member shall be liable for the debts of the Association to an amount exceeding the sum remaining unpaid on his membership fee, including any unpaid balance on any promissory note given in payment thereof.

5. No member shall own more than one membership in the Association and a membership certificate shall entitle the member to one vote at any regular or special meeting of the Association.

6. The membership fee payable by each member shall be the sum of Five Dollars, payable before delivery of a membership certificate.

ARTICLE III.

Directors.

1. The business and property of the Association shall be managed by a board of five directors, who shall be residents of the State of Washington, and four of whom shall

be elected by the members from their own number. One director shall be appointed by the Director of Agriculture of the State of Washington, and such director need not be a member, but shall have the same powers and rights as other directors, and shall be regarded as representing the interests of the public. The number of directors may be increased by a majority vote of the members at any meeting of the members, and if the number of directors is increased amended articles of incorporation showing such increase shall be filed as provided by law.

2. No director, during his term of office, shall be a party to a contract for profit with the Association differing in any way from the business relations accorded all other regular members of the Association, or to any other kind of contract differing from the general terms provided in the contracts of the Association.

3. When a vacancy in the board of directors occurs other than by expiration of term, the remaining members of the board, by a majority vote, shall fill the vacancy.

4. Charges may be preferred against any director or officer by filing them in writing with the secretary of the Association, together with a petition signed by ten per cent of the members, requesting the removal of the director or officer in question. A removal shall be voted upon at the next regular or special meeting of the Association, and by a vote of the majority of the members the Association may remove the director or officer and fill the vacancy. The director or officer against whom such charges have been brought shall be informed in writing of the charges by the secretary at least ten days previous to the date of the meeting, and shall have an opportunity at the meeting to be heard in person or by counsel, and to present witnesses, and the person or persons bringing the charges against him shall have the same opportunity.

5. No officer, director or employee shall be a beneficiary of or receive, directly or indirectly, any fee, commission or other consideration for or in connection with any transaction or business of the Association, other than a reasonable fee contracted to be paid by the Association to any officer, director or employee for services rendered to the Association; *Provided*, that nothing herein shall be construed to prohibit a director, officer or employee who shall also be a member of such Association, from receiving any ordinary or usual benefits which other members receive.

ARTICLE IV.

Meetings.

1. The annual meetings of the members of the Association shall be held in the office of the Association in Seattle, Washington, at 10:30 A. M. on the first Monday of January of each year, if not a legal holiday. If that day is a legal holiday said meeting shall be held on the day following.

2. Special meetings of the members may be called to be held at the office of the Association in Seattle, Wash-

ington, at any time by the Board of Directors, or ten per cent of the members of the Association may file a petition stating the specific business to be brought before the Association and demand a special meeting at any time, in which case such special meeting must thereupon be called by the directors

3. Notices of all meetings of the members of the Association, together with a statement of the purposes thereof, shall be mailed by the secretary of the Association to each member at his last known postoffice address at least ten days prior to the date of the meeting.

4. A quorum at any meeting of the members shall consist of twenty-five per cent of the members represented in person or by proxy. A majority of such quorum shall decide any question that may come before the meeting.

5. The election of directors shall be held at the annual meeting of the members.

6. At all meetings of the members each member shall be entitled to cast one vote. He may vote in person or by proxy appointed in writing and filed with the secretary.

7. No regular meeting of the Board of Directors shall be held, but special meetings of the board may be held from time to time upon the call of the president or by written request of three members of the board delivered to the secretary.

8. Written notice of meetings of the Board of Directors shall be mailed by the secretary to each member of the board at least five days prior to the date of such meeting, or meetings may be held at any time without notice by the written consent of all the members of the Board of Directors or by their presence in person at such meeting.

9. A quorum at any meeting of the Board of Directors shall consist of a majority of the board, and a majority of such quorum shall decide any question that may come before the meeting.

ARTICLE V.

Officers.

1. The officers of the Association shall be a president, a first vice-president, a second vice-president, a secretary and a treasurer, who shall hold office until their successors are elected and qualified.

2. The directors shall elect from their number the president and first and second vice-presidents. They shall also elect a secretary and treasurer, who need not be directors, and they may combine the two latter offices and indicate the combined office as "Secretary-Treasurer."

3. The president shall preside at all meetings; shall have general supervision of all of the affairs of the Association; shall sign all certificates, contracts and other instruments of the Association authorized by the board of directors; shall make reports to the board of directors and the

members; and shall perform all such other duties as are incident to his office.

4. The first vice-president shall in the absence of the president perform all of his duties, and in the absence of the first vice-president the second vice-president shall perform all of his duties. The vice-presidents shall also perform such other duties as are incident to their office or as shall be required of them by the board of directors.

5. The treasurer shall have the custody of all moneys and securities of the Association, and shall keep regular books of account and balance the same each month, and render statements to the board of directors, and perform such other duties as are incident to his office or as may be properly required of him by the board of directors. The treasurer may be a bank or any depository, and as such shall not be considered an officer, but a function of the board of directors.

6. The secretary shall issue notices of meetings; shall keep the minutes thereof; shall have charge of the seal and corporate books; and shall sign with the president or vice-presidents such instruments as require his signature and perform such other duties as are incident to his office or as may be properly required of him by the board of directors. In case the treasurer is a bank or depository the secretary shall perform the usual accounting duties of the treasurer, except that the funds shall be deposited only as authorized by the board of directors.

ARTICLE VI.

Finance.

1. The Association shall be deemed non-profit, inasmuch as it is not organized to make profits for itself as such, or for its members as such, but only for its members as producers.

2. The money and funds of the Association shall be deposited in such bank or trust company as shall be designated by the board of directors, and shall be drawn out only by check signed by the president or treasurer, or either of the vice-presidents and treasurer. No check shall be drawn for the payment of any account or bill which has not had the approval of three members of the board of directors.

3. Annual statements on the forms furnished by the Director of Agriculture of the State of Washington shall be prepared and filed in the office of said director, containing the name of the Association, its principal place of business, and a general statement of its business operations during the fiscal year, showing the number of members and amount of membership fees received, the total expenses of operation, the amount of indebtedness or liabilities, and its balance sheets.

ARTICLE VII.

Seal.

1. The seal of the Corporation shall consist of two concentric circles, between which is the name of the Association and "Washington," and in the center of which shall be inscribed "Corporate Seal" and "1921," and as such seal is impressed in the margin hereof and is adopted as the seal of this Association.

ARTICLE VIII.

Amendments.

1. These by-laws may be amended, repealed or altered, in whole or in part, by the written assent or a majority vote of the members of the Association.

2. The board of directors of the Association may make by-laws for their government not inconsistent with the by-laws of the Association.

MARKETING CONTRACT
WITH
SEATTLE MILK SHIPPERS' ASSOCIATION

THIS AGREEMENT, made and entered into this _____ day of _____, 192____, between _____, of King County, Washington, hereinafter called the DAIRYMAN, and SEATTLE MILK SHIPPERS' ASSOCIATION, a corporation organized under Chapter 115 of the Laws of the State of Washington as passed by the Legislature of 1921, with its principal place of business at Seattle, Washington, hereinafter called the ASSOCIATION,

WITNESSETH: That the Dairyman, for and in consideration of the mutual covenants and agreements hereinafter contained to be kept and performed, hereby agrees to sell exclusively to or through the Association, or any facilities to be created by it, from this date to the first of June, 1926, all milk produced or controlled by the Dairyman in the State of Washington, or in which he may have any interest either as landlord, tenant or otherwise (except such amount as the Dairyman shall require for his personal use).

It is expressly agreed that the Association may sell or re-sell the milk in such form as to the Association shall seem best, with or without taking title thereto.

The Association agrees to pay over to the Dairyman the resale price of all such milk in whatsoever form sold, less a proportional cost of the necessary selling, overhead and other costs and expenses of the Association, based on the entire quantity of milk purchased by the Association from its members under similar contracts, not to exceed five per cent of said resale price.

Settlements shall be made with the Dairyman at least once each month, and payment shall be made on the 10th of the month following for the previous month's business.

The Dairyman agrees, at his own cost and expense, to produce said milk and prepare the same daily in proper containers at the proper time for shipment in accordance with the rules prescribed by the Association, said milk to be produced in the most sanitary condition possible.

It is expressly understood and agreed that a uniform price shall be paid the Dairyman, and all other dairymen with whom similar contracts shall be made for milk and cream of equal grade, and the terms of all contracts with members of the Association shall be uniform.

The Association may take said milk from the Dairyman's premises and transport the same to the Association's depots, and there weigh and test the same, but unless the Association shall so elect in writing to transport said milk it shall be delivered to the depots of the Association by the Dairyman as directed by the Association.

In case of the breach or threatened breach of any of the terms and conditions of this agreement to be performed by the Dairyman, it is hereby mutually agreed that the Association shall be entitled to an injunction to prevent a further breach or threatened breach of the contract by the Dairyman, and to a decree of specific performance thereof by an action begun by the Association against the Dairyman, and the Dairyman agrees that he will pay all costs, premium for bonds, expenses and fees, including a reasonable attorney's fee, in case any action is legally maintained against him under the contract by the Association. Pending the adjudication of any such action, and upon filing a verified complaint showing the breach or threatened breach, and upon filing a sufficient bond, the Association shall be entitled to a temporary restraining order and preliminary injunction against the Dairyman.

WITNESS the signature of the respective parties on the day and year first above written.

SEATTLE MILK SHIPPERS' ASSOCIATION,

By _____

MARKETING CONTRACT
WITH
SEATTLE MILK SHIPPER'S ASSOCIATION

THIS AGREEMENT, Made and entered into this.....day of....., 19....., between.....of.....County, Washington, hereinafter called the DAIRYMAN, and SEATTLE MILK SHIPPERS' ASSOCIATION, a corporation organized under Chapter 115 of the Laws of the State of Washington as passed by the Legislature of 1921, with its principal place of business at Seattle, Washington, hereinafter called the Association.

WITNESSETH: 1. That the Dairyman, for and in consideration of the mutual covenants and agreements hereinafter contained to be kept and performed, hereby agrees to sell exclusively to or through the Association, or any facilities to be created by it as it may direct from this date to the first of June, 1931, all milk produced or controlled by the Dairyman in the State of Washington, or in which he may have any interest either as landlord, tenant or otherwise (except such amount as the Dairyman shall require for his personal use).

2. That in the event that the Dairyman is offered a price for his milk in excess of the price obtained by the Association, he shall tender said offer to the Association, and if said offer is accepted by the Association, but in such event only, the milk may be sold and delivered pursuant to such offer and shall be deemed in all respects to have been sold and delivered by the Association itself subject to all the terms and conditions of this contract excepting only that such member shall be entitled to the benefit of such excess in price as is actually obtained. Such member shall also enjoy the same conditions enjoyed by other distributors under contract with the Association.

3. It is expressly agreed that the Association may sell or re-sell the milk in such form as to the Association shall seem best, with or without taking title thereto.

4. The Association agrees to pay over to the Dairyman the resale price of all such milk in whatsoever form sold, less a proportional cost of the necessary selling, overhead and other costs and expenses of the Association, based on the entire quantity of milk purchased by the Association from its members under similar contracts, not to exceed five per cent of said resale price.

5. Settlements shall be made with the Dairyman at least once each month, and payment shall be made on the 10th of the month following for the previous month's business.

6. The Dairyman agrees, at his own cost and expense, to produce said milk and prepare the same daily in proper containers at the proper time for shipment in accordance with the rules prescribed by the Association, said milk to be produced in the most sanitary condition possible.

7. It is expressly understood and agreed that a uniform price shall be paid the Dairyman, and all other dairymen with whom similar contracts shall be made for milk and cream of equal quality, except as otherwise authorized by paragraph 2, provided that said milk or cream is produced in accordance with the rules and regulations of the Health Department in the city in which the milk is sold, and the terms of all contracts with members of the Association shall be uniform.

8. The Association may take said milk from the Dairyman's premises and transport the same to the Association's depots and there weigh and test same, but unless the Association shall so elect in writing to transport said milk it shall be delivered to the depots of the Association by the Dairyman as directed by the Association.

9. In case of the breach or threatened breach of any of the terms and conditions of this agreement to be performed by the Dairyman, it is hereby mutually agreed that the Association shall be entitled to an injunction to prevent a further breach or threatened breach of the contract by the Dairyman, and to a decree of specific performance thereof by an action begun by the Association against the Dairyman, and the Dairyman agrees that he will pay all costs, premium for bonds, expenses and fees, including a reasonable attorney's fee, in case any action is legally maintained against him under the contract by the Association. Pending the adjudication of any such action, and upon filing a verified complaint showing the breach or threatened breach, and upon filing a sufficient bond, the Association shall be entitled to a temporary restraining order and preliminary injunction against the Dairyman.

WITNESS, the signature of the respective parties on the day and year first above written.

.....
Dairyman.

.....
Address.

SEATTLE MILK SHIPPERS' ASSOCIATION,

.....
President.

APPENDIX II. ARTICLES OF THE PUGET SOUND BERRY GROWERS'S
ASSOCIATION

GROWER'S CONTRACT

PUGET SOUND BERRY GROWER'S ASSOCIATION

THIS AGREEMENT, made and entered into by and between

of the County of....., State of Washington, hereinafter called the Grower, for brevity, and the PUGET SOUND BERRY GROWERS' ASSOCIATION, an organization, its principal place of business located at Seattle, Wash., hereinafter called the Association,

WITNESSETH: That the Grower, for and in consideration of the covenants and agreements herein contained, to be kept and performed by the Association, hereby nominates and appoints, and agrees to employ the Association as his Exclusive Sales Agent for, and agrees to deliver to the Association, or its order, for sale on his account, all of the berries produced by the Grower, or for him, or in which he may have any interest, either as landlord, tenant or otherwise, during the continuance of this contract (except such amounts as the Grower shall require for his own purposes) for a period of three (3) years from the date hereof, and from year to year thereafter, continuously; provided, however, that the Grower may cancel this contract on the first day of February of any year by giving notice in writing to the Association at least thirty (30) days prior to that date, and by paying, before that date, any and all moneys owing by him to the Association, and delivering his copy of this contract to the Manager of the Association; whereupon the same shall be cancelled. At the time of Grower's withdrawal he shall be paid his share of all moneys held by the Association, which shall be estimated on a pro rata basis according to deliveries made to the Association by him.

The Grower agrees, at his own expense, to produce said berries and prepare the same daily, in proper containers, at the proper time, for shipment, in accordance with the methods and rules prescribed by the Association.

The Association may take said berries from the Grower and transport said berries to the Association's depot. Unless the Association elects to transport said berries, they shall be delivered to the depot of the Association by the Grower, or to such other place as the Association may from time to time direct. The Association agrees to sell as much of said berries as advisable and manufacture the balance, the Association in every case, to dispose of said berries to the best possible advantage, so that the Grower shall receive the largest possible returns therefrom; to remit promptly to the Grower the moneys received for said berries, less the regular charges of the Association for said services, which shall be Seven (7%) per cent of gross sales.

It is understood by the Grower that the Association is composed of a large number of Growers in the State of Washington, all of whom have entered into, or shall hereafter enter into, a contract with the Association, identical with this contract, and that the purpose of the Association and of this Agreement, among others, is to maintain and increase to the greatest efficiency, the Association as a selling agent for its members; that to accomplish this purpose it is necessary that all of said Growers pool their berries, so as to give the Association the largest possible selling power; that it may be desirable and expedient for the Association, from time to time, in order to secure for the Grower the largest possible net returns for his berries, to enter into contract or contracts to furnish certain persons, firms or corporations certain and definite quantities of

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GROWER'S CONTRACT

PUGET SOUND BERRY GROWER'S ASSOCIATION

THIS AGREEMENT, made and entered into by and between

of the County of, State of Washington, hereinafter called the Grower, for brevity, and the PUGET SOUND BERRY GROWERS' ASSOCIATION, an organization, its principal place of business located at Seattle, Wash., hereinafter called the Association,

WITNESSETH: That the Grower, for and in consideration of the covenants and agreements herein contained, to be kept and performed by the Association, hereby nominates and appoints, and agrees to employ the Association as his Exclusive Sales Agent for, and agrees to deliver to the Association, or its order, for sale on his account, all of the berries produced by the Grower, or for him, or in which he may have any interest, either as landlord, tenant or otherwise, during the continuance of this contract (except such amounts as the Grower shall require for his own purposes) for a period of three (3) years from the date hereof, and from year to year thereafter, continuously; provided, however, that the Grower may cancel this contract on the first day of February of any year by giving notice in writing to the Association at least thirty (30) days prior to that date, and by paying, before that date, any and all moneys owing by him to the Association, and delivering his copy of this contract to the Manager of the Association; whereupon the same shall be cancelled. At the time of Grower's withdrawal he shall be paid his share of all moneys held by the Association, which shall be estimated on a pro rata basis according to deliveries made to the Association by him.

The Grower agrees, at his own expense, to produce said berries and prepare the same daily, in proper containers, at the proper time, for shipment, in accordance with the methods and rules prescribed by the Association.

The Association may take said berries from the Grower and transport said berries to the Association's depot. Unless the Association elects to transport said berries, they shall be delivered to the depot of the Association by the Grower, or to such other place as the Association may from time to time direct. The Association agrees to sell as much of said berries as advisable and manufacture the balance, the Association in every case, to dispose of said berries to the best possible advantage, so that the Grower shall receive the largest possible returns therefrom; to remit promptly to the Grower the moneys received for said berries, less the regular charges of the Association for said services, which shall be Seven (7%) per cent of gross sales.

It is understood by the Grower that the Association is composed of a large number of Growers in the State of Washington, all of whom have entered into, or shall hereafter enter into, a contract with the Association, identical with this contract, and that the purpose of the Association and of this Agreement, among others, is to maintain and increase to the greatest efficiency, the Association as a selling agent for its members; that to accomplish this purpose it is necessary that all of said Growers pool their berries, so as to give the Association the largest possible selling power; that it may be desirable and expedient for the Association, from time to time, in order to secure for the Grower the largest possible net returns for his berries, to enter into contract or contracts to furnish certain persons, firms or corporations certain and definite quantities of berries at stated times covering stated periods during the continuance of such contract or contracts; that the Association can make such contract or contracts only upon the strength of and in reliance upon the strict and faithful fulfillment by the Grower of the terms of this contract, or his part to be fulfilled; therefore, as an inducement to the Association to undertake the performance of the services contemplated by this contract, the Grower hereby stipulates and agrees that he will not sell or dispose of his berries to or through any person, firm or corporation other than the Association without the approval of the Association, during the life of this contract; and it is hereby mutually agreed, inasmuch as it is impossible, at this time, to fix and estimate the actual damage which will be sustained by the Association in the event that the Grower should fail to fulfill his agreement to sell his berries exclusively through the Association, that such damages are hereby estimated and agreed upon in advance as Fifty (\$50.00) Dollars per acre for each and every acre owned or leased for berry raising by or for the Grower at the time the Grower shall be guilty of any breach of this contract, as the minimum fixed, determined and liquidated damages for said breach, and the amount, so agreed upon, shall, immediately upon said breach, be due and owing from the Grower to the Association, and may be deducted by the Association and retained from any moneys in its hands or which may come into its hands belonging to the Grower, or at the option of the Association, said amount, or any part thereof, may be collected from the Grower by a suit at law.

In the event that the Grower shall fail or refuse to comply with any law or laws of the United States or of the State of Washington, or any political subdivision thereof, or the rules and regulations of the Association governing the quantity or quality or conditions of the Grower's berries, within two (2) days after written notice by the Association to the Grower, calling attention to such non-compliance by the Grower, and, in event of cancellation, or, during such period of suspension, the Association shall be relieved from any responsibility with regard to the marketing, handling or sale of the Grower's berries.

Neither of the parties hereto shall be liable to the other for any failure to comply with the terms hereof when the same is made impossible by fire, the elements, act of God, strike, lockout, or other condition beyond the control of the parties.

This agreement shall become binding upon both of the parties hereto on and after the date below written.

IN TESTIMONY WHEREOF, the Association has caused these presents to be executed in its organized name by its President and its Secretary, and the Grower has affixed his signatures, in duplicate, this.....day of.....192...

PUGET SOUND BERRY GROWERS' ASSOCIATION,
By....., *President*
Attest:....., *Secretary*
By.....
....., *Grower*
P. O. Address.....
Route..... Box.....

BY-LAWS OF THE PUGET SOUND BERRY GROWERS ASSOCIATION.

Article 1.

The name of this Association shall be The Puget Sound Berry Growers Association.

The purpose for which this Association is formed and the powers which it shall have are:

(A) To promote, foster and encourage the business of producing berries in a purely cooperative way.

(B) To engage in any activity in connection with the marketing, selling, harvesting, preserving, barreling, drying, processing, canning, packing, storing, warehousing, handling, or utilization of any berries produced or delivered to it by its members.

(C) To borrow money, giving such evidence of indebtedness and security as may be necessary and to make advances to members, or for the purchase of any necessary commodity.

(D) To act as the exclusive agent or representative of any member or members in any of the above mentioned activities.

Article 2.

WHO MAY BE MEMBERS.

Any person, firm, or corporation engaged in the production of berries, or owning or leasing land on which berries are grown and sharing in the proceeds of the berries.

Article 3.

OFFICERS AND DIRECTORS.

Each producing district shall be as a separate unit and each unit shall appoint one and not more than three members who are producers to act on the board of directors, and the different officers shall be appointed from the board of directors whose term shall be for a period of one year.

The Association shall have the following officers: One President, one Vice-President, one Secretary, one Treasurer. The President shall represent the association and shall preside over all meetings and matters of business.

The Vice-President shall act in the absence of the President.

The Secretary shall keep all records of all meetings and confer with the president and carry out the actual business routine.

The treasurer shall look after the finances of the Association.

All contracts for the sale of any berries shall first be approved by the board of directors before becoming a contract binding upon the Association.

Article 4.

THE ASSOCIATION OFFICE

The Association shall establish and maintain an office in the City of Seattle, Washington, where all records pertaining to all transactions of the Association shall be kept.

Article 5.

MEETINGS OF MEMBERS.

Regular Meetings—A regular meeting of the members shall be held at the office of the Association the first Wednesday of November each year.

Special Meetings—A special meeting of the members may be called at any time by the President, or by a majority of the Board of Directors, or upon petition signed by ten per cent of the membership. Each such call shall be in writing and shall state the time, place and the purpose of such meeting.

Article 6.

Every member of the Association shall enter into a marketing contract with the Association covering all the essential relations between the Association and the member. All contracts shall be uniform in form and in the provisions contained therein.

Article 7.

SUMMARY

The Grower agrees to deliver all berries produced by him except those reserved for his own use. The Association agrees to receive all berries produced by the Grower and sell or manufacture same that will allow the largest possible net returns to the Grower. The Grower has read the foregoing By-Laws and contract to the Association and has signed same this.....day of....., 192.....

.....
Grower.

AN ACT

Relating to the rights and disabilities of aliens with respect to lands, providing for forfeiture in certain cases, prescribing penalties and repealing Sections 8775 and 8776 of Remington & Ballinger's Annotated Codes and Statutes of Washington.

Be it enacted by the Legislature of the State of Washington:

SECTION 1. In this act, unless the context otherwise requires,

(a) "Alien" does not include an alien who has in good faith declared his intention to become a citizen of the United States, but does include all other aliens and all corporations and other organized groups of persons a majority of whose capital stock is owned or controlled by aliens or a majority of whose members are aliens;

(b) "Land" does not include lands containing valuable deposits of minerals, metals, iron, coal or fire clay or the necessary land for mills and machinery to be used in the development thereof and the manufacture of the products therefrom, but does include every other kind of land and every interest therein and right to the control, possession, use, enjoyment, rents, issues or profits thereof except a mortgage and except a right to the possession, use or enjoyment of land for a period of not more than ten years for a purpose for which an alien is accorded the use of land by a treaty between the United States and the country whereof he is a citizen;

(c) "Land" also includes any share or interest in a corporation or other organized group of persons deemed an alien in this act which has title to land either heretofore or hereafter acquired;

(d) To "Own" means to have the legal or equitable title to or the right to any benefit of;

(e) "Title" includes every kind of legal or equitable title;

(f) Ownership of or title to land acquired by inheritance or in good faith either under mortgage or in the ordinary course of justice in the collection of debts, or acquired by a female citizen afterwards expatriated by marriage to an alien is excluded;

(g) "Inheritance" includes devise;

(h) "Mortgage" includes every kind of lien upon land;

(i) A mortgage of land under which an alien is entitled before default to any control, possession, use or enjoyment of the land, is an absolute conveyance; and

(j) "Person" includes an individual, partnership, corporation or any other organized group of persons.

SECTION 2. An alien shall not own land or take or hold title thereto. No person shall take or hold land or title to land for an alien. Land now held by or for aliens in violation of the constitution of the state is forfeited to and declared to be the property of the state. Land hereafter conveyed to or for the use of aliens in violation of the constitution or of this act shall thereby be forfeited to and become the property of the state.

SECTION 3. An alien is not qualified to be trustee under a will, executor, administrator or guardian, if any part of the estate is land; Provided, An alien now lawfully acting in any such capacity may continue for not more than two years.

SECTION 4. If hereafter an alien acquire land by inheritance or in good faith either under mortgage or in the ordinary course of justice in the collection of debts, and, remaining an alien, hold the same for more than twelve years from the date title was so ac-

quired or control or possession taken, the land shall be forfeited to the state.

SECTION 5. If an alien claiming or holding under a mortgage has control, possession, use or enjoyment of the mortgaged land, the obligation secured by the mortgage shall be deemed matured and the mortgage shall be foreclosed; and if the land be not sold under foreclosure within three years after the alien has obtained control, possession, use or enjoyment, the mortgage and the obligation thereby secured shall be forfeited to the state and shall be foreclosed for the use of the state.

SECTION 6. Unless an alien who has declared his intention to become a citizen of the United States be admitted to citizenship within seven years after his declaration was made, it shall be presumed that he declared his intention in bad faith.

SECTION 7. Whoever

(a) Knowingly transfers or conveys land or title to land to an alien; or

(b) Knowingly takes land or title to land in trust for an alien; or

(c) Holding in trust for an alien land or title to land, either heretofore or hereafter acquired, fails for thirty days after acquiring knowledge or notice that he holds in trust for an alien to disclose the fact to the attorney general or to the prosecuting attorney of the county where the land is situated; or

(d) Being an alien and having title to land or control, possession, use or enjoyment of land, whether heretofore or hereafter acquired, refuses to disclose to the attorney general or the prosecuting attorney of the county where the land is situated the nature and extent of his interest in and title to the land; or

(e) Being an officer or agent of a corporation or other organized group of persons which has title to land or control, possess-

ion, use or enjoyment of land, whether heretofore or hereafter acquired, refuses to disclose to the attorney general or the prosecuting attorney of the county where the land is situated the nature and extent of the interest of persons not citizens of the United States in the corporation or other organized group of persons; or

(f) Being an officer or agent of a corporation or other organized group of persons which holds in trust for an alien title to land or control or possession of land, whether heretofore or hereafter acquired, refuses to disclose to the attorney general or the prosecuting attorney of the county where the land is situated the nature and extent of the alien's interest in and title to the land; or

(g) Wilfully counsels, aids or abets another in violation of or evading this act. Is guilty of a gross misdemeanor.

SECTION 8. It shall be the duty of the attorney general and of the prosecuting attorneys of the several counties to enforce this act, and of the attorney general to direct and control its enforcement.

SECTION 9. Property forfeited to the state by this act shall inure to the permanent common school fund and be managed and disposed of accordingly.

SECTION 10. This act shall not impair any title or right heretofore or hereafter acquired from or derived through an alien in good faith and for value by a person not under an alien's disability.

SECTION 11. If any section or provision of this act shall be adjudged to be invalid or unconstitutional, such adjudication shall not effect the validity of the act as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 12. Sections 8775 and 8776 of Remington & Ballinger's Annotated Codes and Statutes of Washington are hereby repealed.

APPENDIX IV. AN AMENDMENT TO THE ALIEN LAND ACT

HOUSE BILL NO. 70

Passed the House Feb. 16, 1923
Passed the Senate Feb. 28, 1923
Approved by the Governor March 10, 1923

AN ACT

Relating to the rights and disabilities of aliens with respect to lands and amending chapter 50 of the laws of 1921.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF WASHINGTON:

Section 1. That Chapter 50 of the Laws of 1921 be amended by adding thereto a new section to be known as Section 2a (Section 10582 of Remington's Compiled Statutes) to read as follows:

Section 2a. If an owner of land knowingly convey to or create in an alien an estate or interest therein less than his own, the state, instead of taking the lesser estate or interest, may take its value out of the greater estate, and such value may be determined and be charged upon and recovered out of the greater estate in an equitable action.

Section 2. That Chapter 50 of the Laws of 1921 be further amended by adding thereto a new section to be known as Section 2b (1-582 b of Remington's Compiled Statutes) to read as follows:

Section 2b. If a minor child of an alien hold title to land heretobefore or hereafter acquired, it shall be presumed that he holds in trust for the alien.

APPENDIX V. COMPLAINTS, ANSWERS AND DECISIONS OF LAND LAW
CASES AFFECTING JAPANESE FARMERS IN WASHINGTON

12 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

STATE OF WASHINGTON,
Plaintiff,

vs.

K. OKUBO and K. OKUBO, his wife
and KISCHIO ARAI and JANE DOE ARAI,
(whose true name is unknown) his
wife.

Defendants

No. 159701

COMPLAINT

Comes now the plaintiff, State of Washington, by Malcolm Douglas, Prosecuting Attorney for King County, Washington, and for cause of action, against the defendants, and each of them, states and alleges as follows, to-wit:

I.

That at all times herein mentioned said K. Okubo and K. Okubo were and now are husband and wife, and that said Kischio Arai and Jane Doe Arai (whose true name is unknown) were and now are husband and wife.

II.

That all of said defendants are aliens who have not declared their intention to become citizens of the United States, to-wit, all of said defendants are subjects of the Empire of Japan.

III.

That the West twenty-two (22) acres of the Northeast Quarter ($NE\frac{1}{4}$) of the Northwest Quarter ($NW\frac{1}{4}$) of Section Six (6), Township Twenty-two (22), North, Range Three (3) East, W.M. is within King County, Washington, and is agricultural land and capable of being used only and solely for agricultural and general farming purposes.

IV.

That heretofore said K. Okubo and K. Okubo, his wife, acquired title to said land by purchase and in violation of the Constitution of the State of Washington, that on or about June 3, 1921, said K. Okubo and K. Okubo his wife, attempted to convey said land by deed to the defendant Kischio Arai; that there was no actual consideration for said deed and said defendant Kischio Arai has no actual interest in said land other than that stated in said deed; that said K. Okubo and

K. Okubo, his wife, are in actual possession and occupation of said land and are the sole parties interested therein; that pursuant to the Constitution and statutes of the State of Washington said land is forfeited and escheated to the plaintiff herein.

WHEREFORE, plaintiff, prays that this court enter its decree herein declaring said land forfeited and escheated to the State of Washington, pursuant to law, and that the defendants have no right, title or interest therein.

MALCOLM DOUGLAS

EWING D. COLVIN

ATTORNEYS FOR PLAINTIFF

STATE OF WASHINGTON))
) ss.
 COUNTY OF KING)

MALCOLM DOUGLAS, being first duly sworn upon oath deposes and says:

That he is Prosecuting Attorney of King County, Washington, and makes this verification for and on behalf of the plaintiff as Prosecuting Attorney of King County, Washington; that he has read the foregoing complaint, knows the contents thereof and believes the same to be true.

MALCOLM DOUGLAS

Subscribed and sworn to before me this
 14th day of June, 1922.

Arthur E. Schramm, Jr.

Notary Public in and for
 the State of Washington,
 residing at Seattle.

IN THE SUPREME COURT OF THE STATE OF WASHINGTON.

STATE OF WASHINGTON,)

Appellant,)

v.)

RYOTON KURITA and OHIYO
KURITA, his wife, and
ENTERPRISE INVESTMENT CO.,
a corporation,)

Respondents,)

WESTERN AMERICA REALTY CO.,
a corporation,)

Defendant,)

No. 19173

Department One

Filed Nov. 3, 1925.

The state brings this action for the purpose of escheating seven and one-half acres of land in King county which it claims is owned by Ryoton Kurita, an alien, who has not declared his intention of becoming a citizen of the United States. The trial was to the court without a jury and resulted in a judgment dismissing the action from which the state appeals.

The land in question is suitable for agricultural purposes and is located approximately two miles east of Lake Washington. On October 27, 1909, W. E. Conway and wife, being then the owners, contracted to sell the seven and one-half acres of land to Kurita who was then and was at the time of the trial a subject of the Emperor of Japan. The purchase price was \$2,500.00, \$1,000.00 of which was paid at

the time and the balance in annual installments of \$250.00 each. On March 25, 1911, the Conways deeded the land subject to the contract to W. E. Greenway. Greenway held it for approximately two years when he conveyed it to Mrs. M. A. Young subject to the contract. On June 29, 1916, Mrs. Young conveyed it to the Mountain View Agricultural Company, a corporation. All of the installments on the contract were paid either to Conway, Greenway or to Mrs. Young, the last installment being paid in June, 1915. It appears that when this payment became due Kurita was unable to meet it and for this purpose he sought money from the Mountain View Agricultural Company. He assigned his contract to that corporation, received \$800.00 in cash which was secured by a first mortgage to Agnes Feeney out of which he paid the \$250.00 installment and took a second mortgage for \$2,500.00. Shortly after this transaction he with his family moved off the land and for a number of years he worked in a sawmill at Snoqualmie. At that time the officers of the Mountain View Agricultural Company were fellow countrymen of Kurita. At the time of the trial these men were in Japan and had been for some time. Kurita paid the taxes on the land until the year 1915. The mortgage for \$2,500.00 provided against a deficiency judgment. Upon this mortgage some interest payments were made. On May 29, 1919, the Mountain View Agricultural Company conveyed the land in question to the Western America Realty Company, a corporation organized under the laws of the state of Washington of which Walter A. Keene was the sole stockholder with

the exception of certain qualifying shares for the other officers. On May 2, 1921, the Western America Realty Company conveyed the land to the Enterprise Investment Company, a corporation of which Mr. Keene was the sole stockholder as in the other corporation. On the same day Kurita made a quit-claim deed to the Enterprise Investment Company. On May 2, 1921, the Enterprise Investment Company gave a mortgage to the Western America Realty Company for the sum of \$2,000.00 and a check for \$250.00, which mortgage was assigned to Kurita and he received the \$250.00. Soon thereafter the Western America Realty Company was discontinued. In January, 1921, by the permission of Mr. Keene Kurita went into possession of the land and later took a lease on it for two years. He vacated the property again in November, 1923.

The question to be determined is whether the Mountain View Agricultural Company took title to the land in good faith and whether the title was so held by the Enterprise Investment Company. In other words, was Kurita the real owner of the property and these corporations mere dummies for the purpose of holding the title for an alien and thereby circumventing section 28 of article 2 of the constitution of this state? The question presented is one of fact. The state in its brief invites us to adopt as a premise the earlier declarations of this court to the effect that it was the intention of the constitutional provision referred to to prohibit the ownership of land by aliens and "that it should be prohibited despite of subterfuges which might be resorted

to by aliens for the purpose of becoming such owners; and we have already seen the wisdom of the makers of the constitution in clothing this article in language which is so plain that it is not susceptible of judicial construction." *Winston v. Hudson Land Co.*, 19 Wash. 85, 52 Pac. 574. Also, that in cases like this the original purpose must not have been to acquire title to the lands under the guise "of a mortgage loan but must have been in good faith to make the loan as a loan, and the mortgage taken as an incident merely to secure its payment, and the land acquired in good faith thereunder." *Oregon Mortgage Co. v. Carstens*, 16 Wash. 165, 47 Pac. 421. With the doctrine of these two decisions we are fully in accord. If the alien is holding the land in violation of the constitutional provision against such ownership this amounts to a fraud and in such cases the rules applicable to fraud should be applied. *State v. Kosai*, 33 Wash. Dec. 287. It may be well to here recapitulate some of the well known propositions of law as applied to fraud cases. As a general rule the presumption of law is that men act honestly and not fraudulently. Fraud is never presumed and must be established by clear and convincing proof. It is not necessary that there be direct and positive proof of fraud but it may be inferred from circumstances and it can not be established by mere suspicion or conjecture. Where the facts and circumstances are lawful in themselves and consistent with an honest purpose proof of fraud is wanting.

Pederson v. Seattle, Etc., Street Ry. Co., 6 Wash. 202, 33 Pac. 351; Tacoma v. Tacoma Light & Power Co., 16 Wash. 288, 47 Pac. 738; Nath v. Oregon R. & N. Co.; 72 Wash. 664, 131 Pac. 251; Jarvis v. Ireland, 89 Wasg. 286, 154 Pac. 455; Dunlap v. Seattle National Bank, 93 Wash. 568, 161 Pac. 364. In the present case there is no direct or positive evidence that the transaction was not one in good faith. There is no conflict in the evidence. The direct evidence, so far as it goes, supports the good faith of the transaction. If fraud is to be found it must be inferred from the facts as they appear in the record but when all the facts are taken into consideration we have been unable to find anything which is not consistent with an honest purpose. The appellant points out specifically certain facts and argues from these that the transaction was not in good faith. The point made about accepting mortgages for \$2,000.00 and \$250.00 cash in lieu of a \$2,500.00 mortgage was explained by Kurita by saying that he had lost his other mortgage and he thought best to settle the transaction in this way. It is true that all the conveyances had been made a matter of record but this was a fact of which Kurita was not cognizant. He, of course, was the chief witness, Mr. Keene having died some time prior to the trial. Kurita testified through an interpreter. The state argues that he is more intelligent than he pretended and probably in his behalf his illiteracy is somewhat emphasized. In any event at the testimony appears in the record we cannot say that it is unworthy of belief and therefore

(Tolman, C. J., dissenting)

I agree with the majority that there is involved here a question of fact only, and that fact is the good faith or the fraudulent intent of the parties concerned.

I also agree that fraud is never presumed and must be established by clear and convincing proof, but that direct and positive proof of fraud is seldom obtainable and it may be inferred from the circumstances.

My reading of this record convinces me beyond all doubt that in this case the fraudulent purpose was as clearly established as it is humanly possible to establish any fact where the parties concerned deny or seek to conceal it. I cannot read the record detailing the vermiculation indulged in without reaching the conviction that the only purpose was to avoid or violate the Alien Land Law.

I therefore dissent.

Tolman C. J.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR KING COUNTY

STATE OF WASHINGTON,
Plaintiff.

v.

SENGURO MIYOSHI and HARU MIYOSHI,
his wife; HENRY TAKISHI MIYOSHI,
a minor, and E. H. GUIE, as Guardian
of said HENRY TAKISHI MIYOSHI, a minor, and
THE FIRST NATIONAL BANK OF KENT, a corpo-
ration organized under the National
Banking Laws,
Defendant.

NO. _____

COMPLAINT

Comes now the plaintiff, State of Washington, by Malcolm Douglas as Prosecuting Attorney of King County, and for cause of action against the above named defendants, and each of them, states and alleges as follows, to-wit:

I.

That the defendants Senguro Miyoshi and Haru Miyoshi are and were at all times herein mentioned husband and wife, and they, and each of them, are aliens, being citizens and subjects of the Empire of Japan, and neither of them has in good faith declared his or her intention to become a citizen of the United States.

II.

That the defendant Henry Takishi Miyoshi is, as this plaintiff, its officers and agents are informed, verily believe and so allege the fact to be, a son of the defendants Senguro Miyoshi and Haru Miyoshi, his wife, of the age of about seven (7) years, and the defendant E. H. Guie is the duly appointed, qualified and acting guardian of the said minor, Henry Takishi Miyoshi.

III.

That the First National Bank of Kent is a corporation organized and existing under and by virtue of the national banking laws of the United States and is located, situated and doing business in the town of Kent, King County, Washington.

IV.

That the following described real property, to-wit:

Part of Lot 30 of the unrecorded plat of White River Valley Home Tracts, being the south 363.92 feet of said lot, excepting therefrom the east 10 feet thereof, which said property is also more specifically described as follows, to-wit:

Beginning at a point which is 754 feet westerly of the southeast corner of the W. A. Cox donation claim, in Section 31, Township 22 North, Range 5 East of the W.M., which point is the point of intersection of the westerly marginal line of the county road and the southerly boundary line of the said donation claim; run thence along the westerly line of said county road north $8^{\circ} 12'$ west 219.59 feet; thence continuing along the westerly line of said county road north $30^{\circ} 26'$ west 94.81 feet; thence continuing along the westerly line of said county road north $38^{\circ} 3'$ west 84.75 feet; thence leaving said county road and running north $89^{\circ} 4'$ west 526.7 feet; thence south $30^{\circ} 9'$ west 363.92 feet; thence south $89^{\circ} 4'$ east 678.09 feet to the point of beginning.

situated in King County, State of Washington is agricultural land now being used and capable of being used solely for agricultural purposes, and the same does not contain any valuable deposits of minerals, metals, iron, clay or fireclay, nor is the same, or any part thereof, being used or necessary to be used for the location of any mills or machinery used in the development thereof or the manufacture of products therefrom.

V.

That on or about the 25th day of August, 1920, the defendants Senguro Miyoshi and Haru Miyoshi, his wife, acquired title and became the owners of the land described in paragraph IV hereof from one Fred Bock and wife, by purchase, contrary to and in violation of the provisions of Article II Para. 33 of the Constitution of the State of Washington, and for the purpose and with the intent of evading said provision of the Constitution of the State of Washington had the deed to said land made in the name of the minor, Henry Takishi Miyoshi; that as this plaintiff, its officers and agents are informed, verily believe and so allege the fact to be, the purchase price and consideration running from said Senguro Miyoshi and Haru Miyoshi, his wife, to said Fred Bock and wife, was Fifty-five Hundred Dollars (\$5500.00), paid part in cash and part by a mortgage which, pursuant to an agree-

ment between the parties thereto was theretofore executed by said Fred Bock and wife to the First National Bank of Kent, a corporation, one of the defendants named herein, which said mortgage covered the land hereinbefore described and was given to secure a promissory note of equal amount thereto, signed by the defendant Senguro Miyoshi; that the execution of said deed by said Fred Bock and wife to said minor, Henry Takishi Miyoshi, and the execution of said mortgage by said Bock and wife and said note by Senguro Miyoshi to the defendant The First National Bank of Kent, a corporation, was procured and made by said Senguro Miyoshi and Haru Miyoshi, his wife, and the First National Bank of Kent, a corporation, for the purpose of aiding, abetting and assisting the said Senguro Miyoshi, and Haru Miyoshi, his wife, in acquiring title and ownership of said land in violation of Para. 33, Article II of the Constitution of the State of Washington.

VI.

That further, as a part of the subterfuge whereby said Senguro Miyoshi and Haru Miyoshi, his wife, attempted to acquire and hold said land in violation of the Constitution of the State of Washington there was made and executed by the guardian of said Henry Takishi Miyoshi, a lease covering said land in favor of said defendants Senguro Miyoshi and Haru Miyoshi, his wife, for a period of seven (7) years from the 6th day of June, 1921, which said lease is recorded in Vol. 42 of Leases, at page 576.

VII.

That said defendants Senguro Miyoshi and Haru Miyoshi, his wife, do now own said land and hold title thereto and do have an interest therein and right to the control, possession, use, enjoyment, rents, issues and profits thereof, subject to and contrary to the provisions of 33, Article II of the Constitution of the State of Washington, and Chapter 50 of the Act of the Legislature of the State of Washington for 1921, and pursuant to said constitutional provision and the provisions of said Chapter 50 of the Laws of 1921, said land and the title thereto has escheated to the State of Washington, and that the interest if any there be, of any and all of the defendants named herein, is inferior, subsequent and subordinate to the interest of the State of Washington.

WHEREFORE this plaintiff prays that this court may enter its decree herein declaring said land and the whole thereof to have escheated to the State of Washington, and that the same shall be decreed to belong to the State of Washington pursuant to the Constitution and the statutes in such case made and provided, and that each and all of the defendants herein be decreed to have no

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON FOR KING COUNTY

STATE OF WASHINGTON)	
)	
Plaintiff,)	
)	NO.
vs.)	
)	
GEORGE MOTOMATSU and)	
ISHI MOTOMATSU, his wife,)	COMPLAINT
)	
Defendants.)	

Comes now the plaintiff and for cause of action against the defendants and each of them and alleges as follows, to-wit:

I.

That the following described land, to-wit:

The East half ($E\frac{1}{2}$) of the Southwest quarter ($SW\frac{1}{4}$) and the West half ($W\frac{1}{2}$) of the Southeast quarter ($SE\frac{1}{4}$) of Section Eleven (11) and the Northwest quarter ($NW\frac{1}{4}$) of the Northeast quarter ($NE\frac{1}{4}$) of the Northwest quarter ($NW\frac{1}{4}$) of Section Fourteen (14), all in Township Twenty-six (26) North, Range Six (6) East, containing two hundred and forty (240) acres, more or less.

lies within King County, State of Washington, and is agricultural land used and capable of being used solely for agricultural purposes; that the same does not contain any valuable deposits of minerals, metals, iron, coal or fireclay, or any of the products thereof.

II.

That this plaintiff, its officers and agents, are informed, verily believe and so allege the fact to be, that the defendants, George Motomatsu and Ishi Motomatsu, are and were at all times herein mentioned husband and wife.

III.

This plaintiff, its officers and agents, are informed, verily believe and so allege the fact to be, that said defendants, George Motomatsu and Ishi Motomatsu, his wife, and each of them, are aliens, to-wit--that they, and each of them are citizens and subjects of the Empire of Japan and neither

of them has in good faith declared his or her intention to become a citizen of the United States.

IV.

That said defendants, and each of them, on or about the 6th day of June, 1921, did make and enter into a certain written contract, lease and chattel mortgage with John Joyce and Emma Joyce, husband and wife, which said contract, lease and chattel mortgage was filed for record in the office of the Auditor of King County, Washington, on or about the 9th day of June, 1921, and a copy thereof, marked Exhibit "A" is hereunto attached and by reference thereto made a part hereof as fully and as completely as if set out in full herein.

V.

That by virtue of said contract, lease and chattel mortgage referred to in the last preceding paragraph, said defendants, and each of them, now have title to and interest in and own the land described in paragraph I hereof, and said defendants, and each of them, do have a right to the control, possession, use, enjoyment, rents, issues, profits, and the right to the benefit of the land described in paragraph I hereof, as more fully appears from said contract, lease and chattel mortgage, a copy of which is hereunto attached and marked Exhibit "A".

VI.

That the right, title and interest of the defendants in said land, as hereinbefore set out, is subject to the provisions of Chapter 50 of the Sessions Laws of 1921, of the State of Washington, and is held by said defendants in violation thereof and by reason thereof all right, title and interest of said defendants, and each of them, herein referred to has escheated to the State of Washington.

WHEREFORE, this plaintiff prays that this Honorable Court do enter its decree herein declaring all the right, title and interest of said defendants, and each of them, in the land herein described escheated to the State of Washington, and that the interest of said defendants, and each of them, be vested in the State of Washington, and that said defendants and each of them, be forever barred from exercising any right, title, control, use, possession, benefit or interest in said land, or any part thereof, and that this plaintiff do have and recover its costs and disbursements herein incurred.

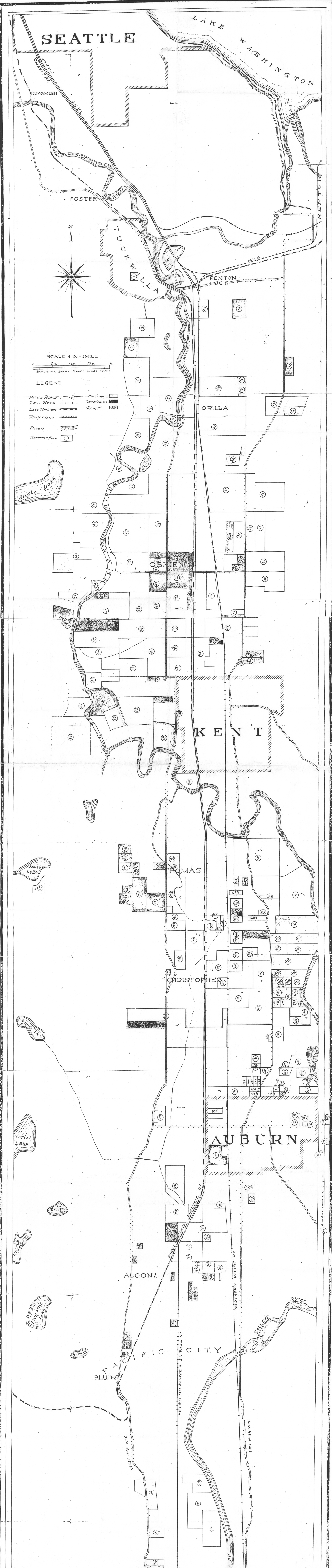
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JAPANESE FARMERS IN WHITE RIVER VALLEY USE OF LAND

COMPILED BY J.I. NISHINOIRI.

AUX STACKS



SEATTLE

LAKE WASHINGTON

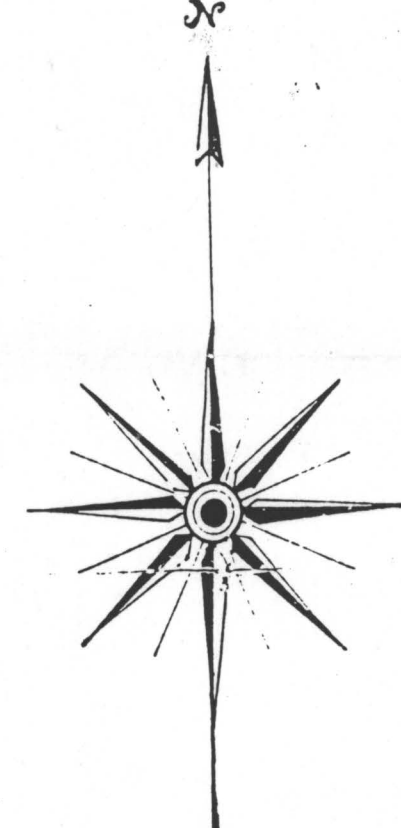
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FOSTER

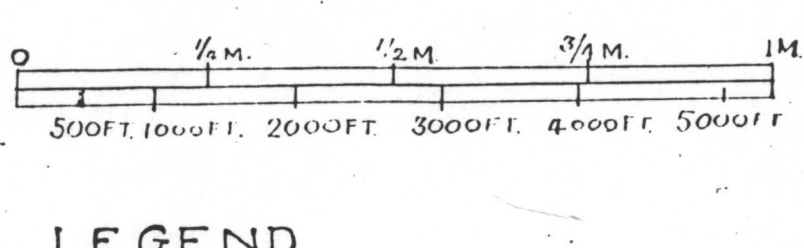
TUCKWILLA

RENTON JCT.

RENTON



SCALE 4 IN. = 1 MILE



LEGEND

- Paved Road
- Rail Road
- Elec Railway
- Town Limit
- River
- Japanese Farm
- Pasture
- Vegetables
- Fruit

Angle Lake

ORILLA

O'BRIEN

KENT

THOMAS

CHRISTOPHER

AUBURN

ALGONA

PACIFIC CITY

PACIFIC BLUFFS

Stuck River

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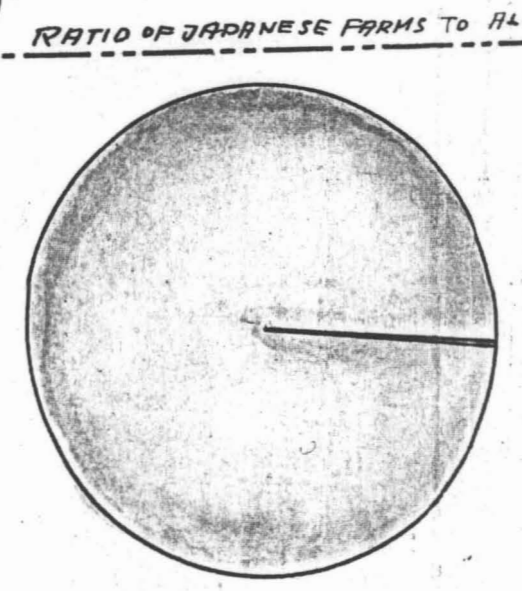
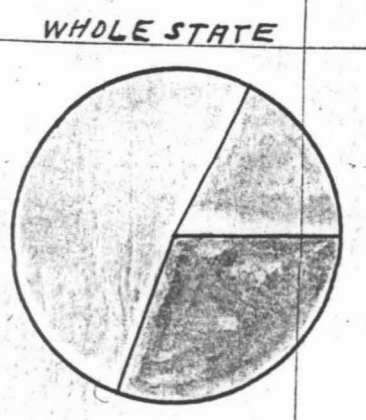
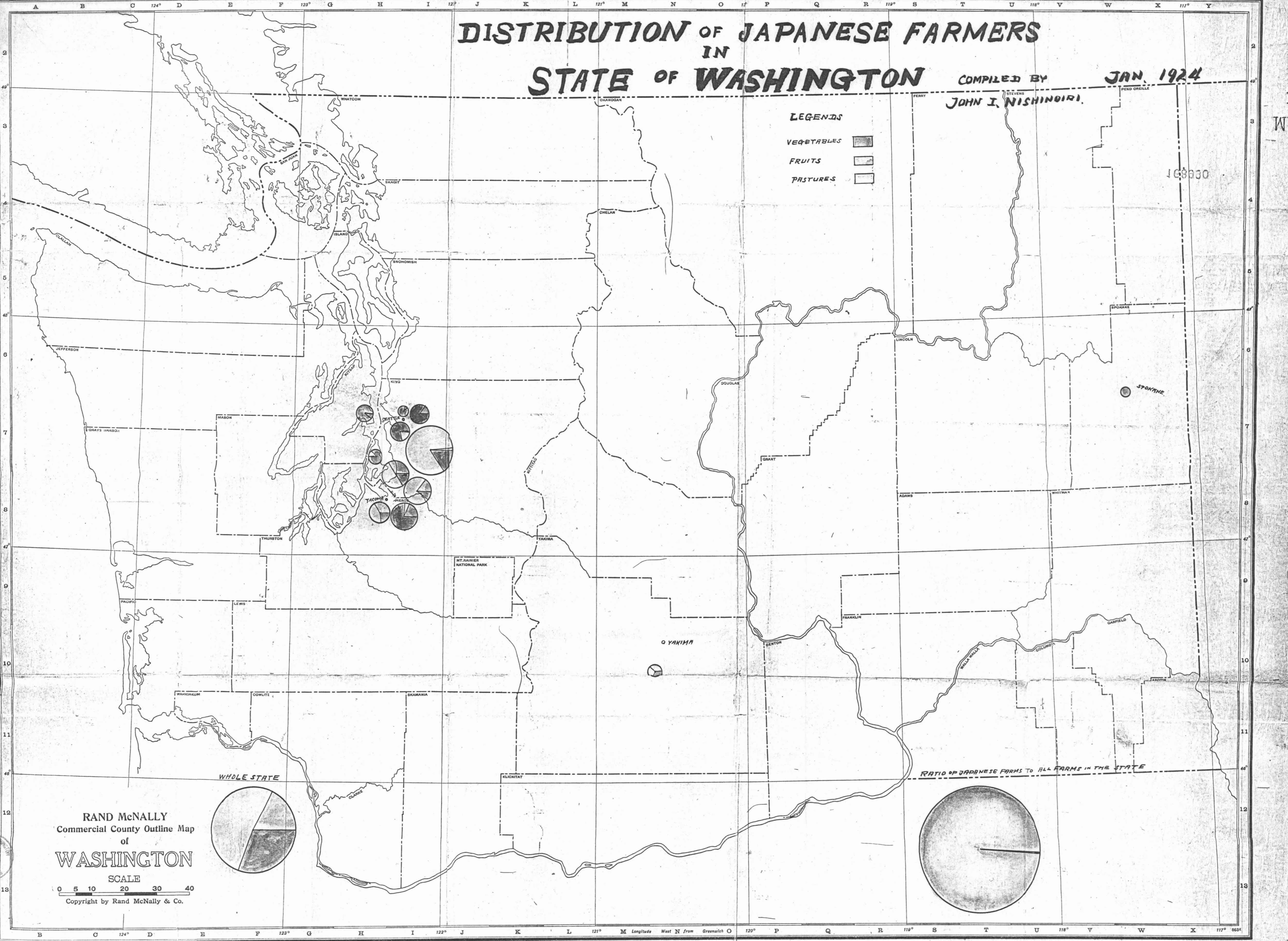
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DISTRIBUTION OF JAPANESE FARMERS IN STATE OF WASHINGTON

COMPILED BY **JOHN I. NISHINOI**
JAN. 1924

LEGENDS

- VEGETABLES
- FRUITS
- PASTURES



RAND McNALLY
Commercial County Outline Map
of
WASHINGTON
SCALE
0 5 10 20 30 40
Copyright by Rand McNally & Co.

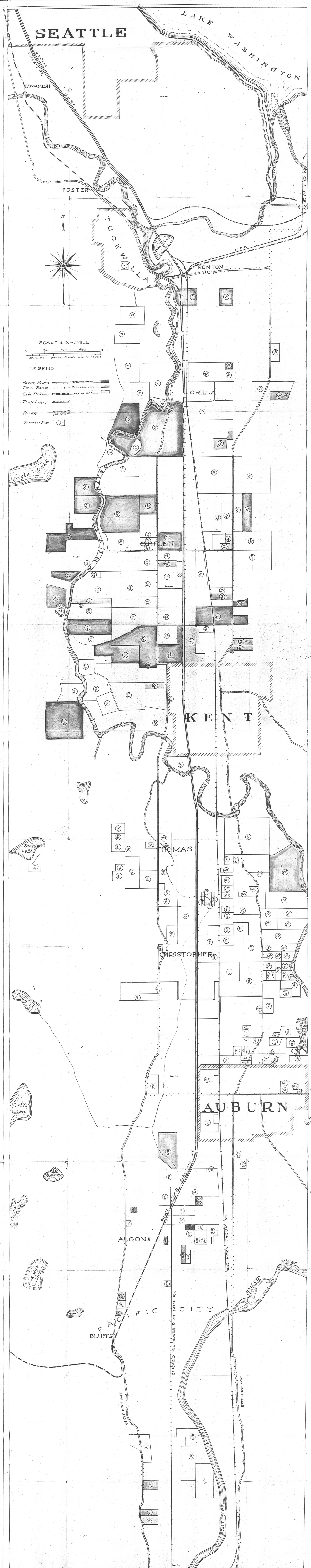
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JAPANESE FARMERS IN WHITE RIVER VALLEY

CONDITIONS AFTER LEASE EXPIRED

COMPILED BY J. I. NISHINOIRI.



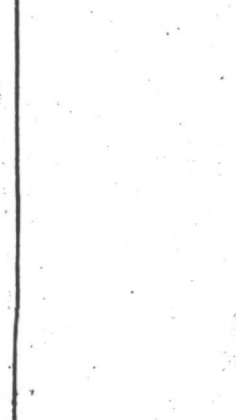
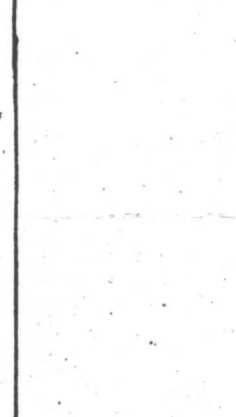
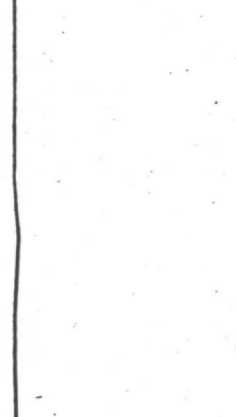
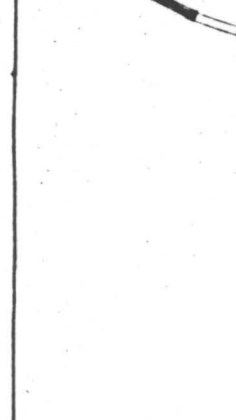
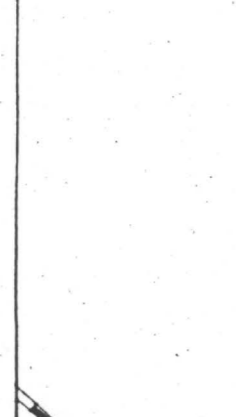
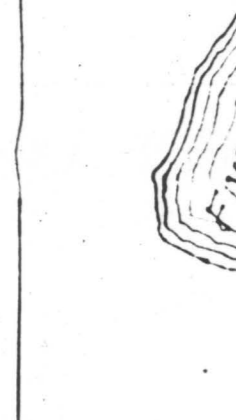
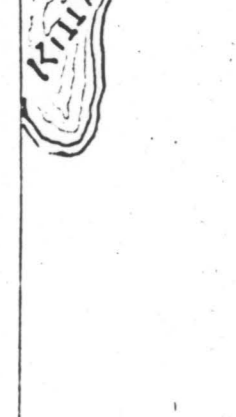
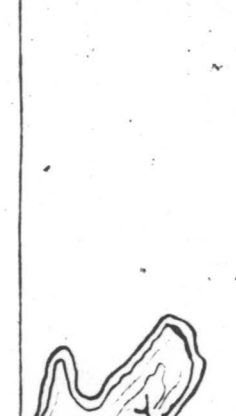
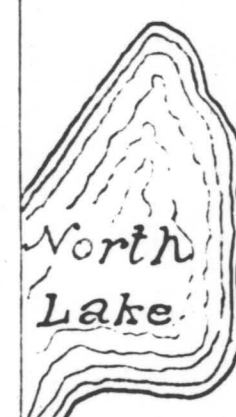
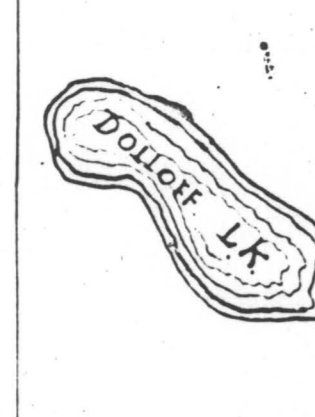
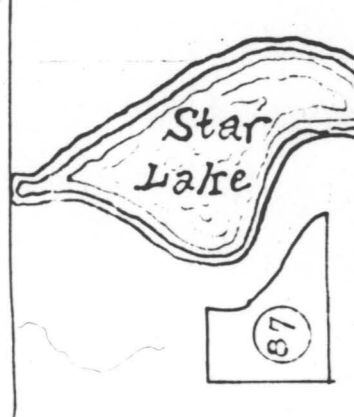
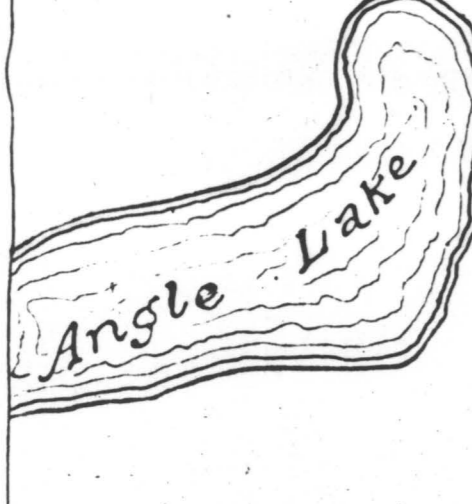
SCALE 4 IN. = 1 MILE

0 1/4 M. 1/2 M. 3/4 M. 1 M.

500 FT. 1000 FT. 2000 FT. 3000 FT. 4000 FT. 5000 FT.

LEGEND

- PAVED ROAD ——— TAKEN BY WHITE
- RAIL ROAD ——— JAPANESE STAT.
- ELEC. RAILWAY ——— NOT IN USE
- TOWN LIMIT ———
- RIVER ———
- JAPANESE FARM ———

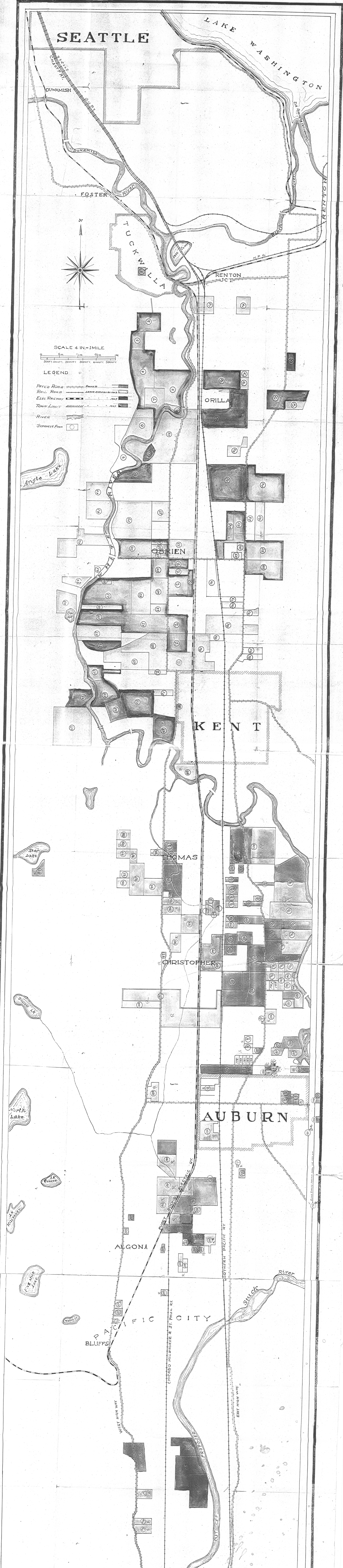


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JAPANESE FARMERS IN WHITE RIVER VALLEY

NO. 2 LAND TENURE

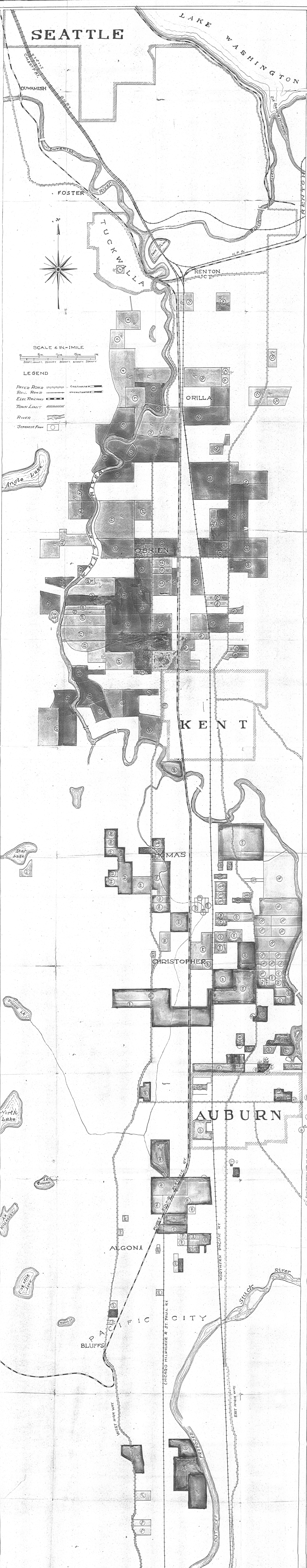
COMPILED BY J. I. NISHINOIRI.



JAPANESE FARMERS WHITE RIVER VALLEY PREVIOUS CONDITIONS

COMPILED BY J.I. NISHINOIRI.

UNIVERSITY OF WASHINGTON



SEATTLE

LAKE WASHINGTON

FOSTER RIVER

TUCKWILLA

RENTON JCT.

ORILLA

O'BRIEN

KENT

THOMAS

CHRISTOPHER

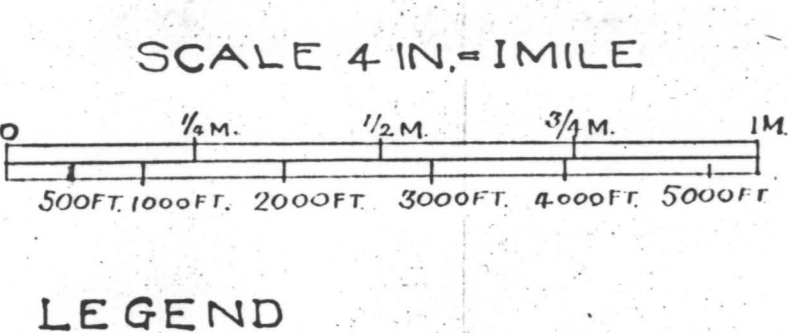
AUBURN

ALGONA

PACIFIC CITY

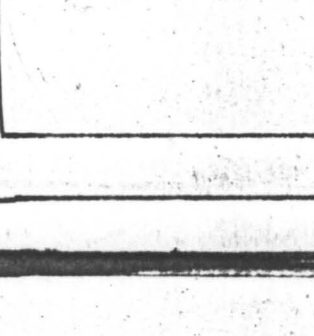
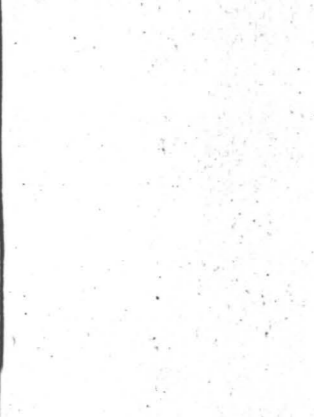
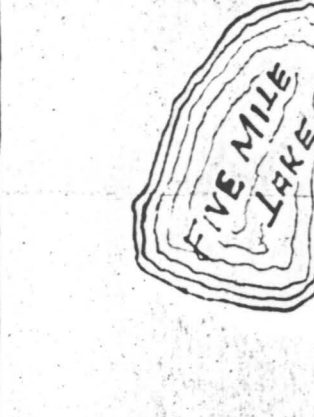
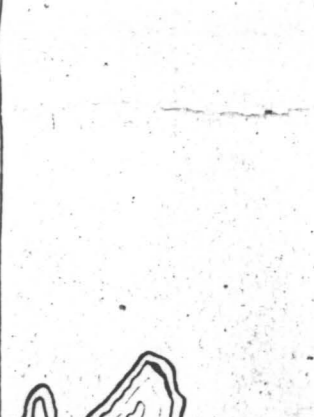
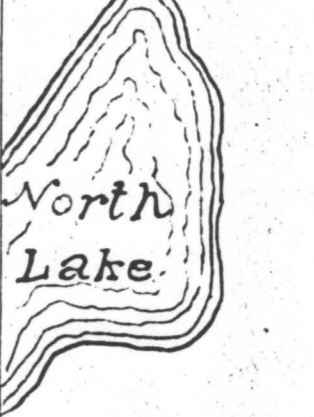
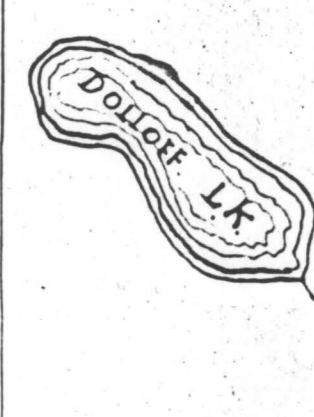
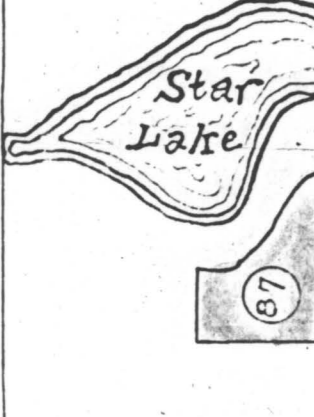
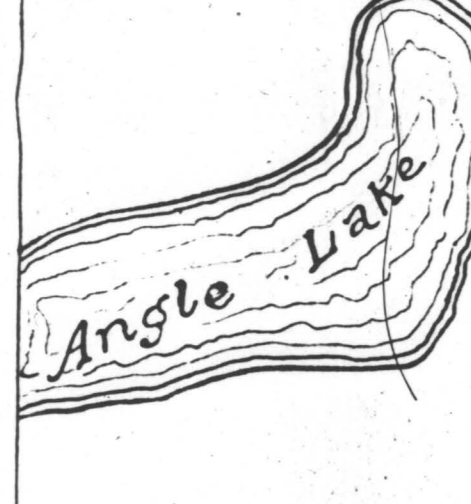
BLUFFS

Stuck River



LEGEND

- PRIVD ROAD ——— CULTIVATED
- PRIVD ROAD ——— UNCULTIVATED
- RAIL ROAD ———
- ELEC RAILWAY ———
- TOWN LIMIT ———
- RIVER ———
- JAPANESE FARM [Symbol]



AUX STACKS

PLATES