Name of Claimant TAINAKA, Masu

Case 181

Custodian File 8557

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
		3000	300	1500 12.50		+	SPECIAL $2000.00				2000.00 462.50

PERSONAL PROPERTY

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

NETS

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

MISCELLANEOUS CHATTELS

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

TOTAL RECOMMENDATION	2462.50

1540

The Commissioner

CASE NO: 181

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1, REVISED STATUTES OF CANADA, 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

Vancouver, B.C.,
September 26th, 1949.

IN THE MATTER OF THE CLAIM OF
(MRS.) MASU TAINAKA

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Vancouver, B.C.,
September 26th, 1949.

IN THE MATTER OF THE CLAIM OF
(MRS.) MASU TAINAKA.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

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A. WATSON, Esq.,	Secretary.
MRS. E. BLYGH,	Official Reporter.

MR. BRAIDWOOD: The next case on the list is case No. 181, Tainaka. In this case your lordship will recall I suggested the filing of the memorandum to the Commission-- the memorandum having been prepared on the 19th September, 1949, by Mr. Shears. My friend objected to my filing this memorandum and asked that the material contained therein should be proved, and in those cases I am prepared to call evidence to prove that, with some exception as to administrative detail, which I think my friend is willing to admit that is what happened in the Custodian's office-- as to how much money was paid and things of that nature. Ihave two witnesses on valuation, and I have a document to file.

THE COMMISSIONER: What was the nature of the property?

MR. BRAIDWOOD: This is a matter on which my friend and I had come to complete agreement except as to the value of certain currant bushes on the property. There is a claim for $10,000.00 for currant bushes.

THE COMMISSIONER: Is this the property outside of New Westminster?

MR. BRAIDWOOD: Yes, my lord, and your lordship will recall that this property was taken over and was operated by the Pacific Co-Operative Union, and I propose to file, and I have already delivered to my friend an extract from the statement of Crehan, Meredith & Company, who were the auditors for the Pacific Co-Operative Union, and this document, my lord, of which I have given my friend a copy, purports to be an extract and is addressed to the president and members

of the Pacific Co-Operative Union. I think my friend is not going to ask me to produce Crehan and Meredith to prove this, because the document speaks for itself, It is a very lengthy document, but the extract in which we are interested is in regard to the operation of theTainaka property during the period of time in which it was taken over by the Pacific Co-Operative, and I wish to show a net loss of$2,250.00 when taken over by the Pacific Co-Operative Union.

THE COMMISSIONER: In which yearx did they operate it?

MR. BRAIDWOOD: This document was delivered on the 17th September, 1942, and purports to be for the past year.

I might say the Pacific Co-Operative Accounts are always taken to the 30th November of the preceding year, so I would take it this document refers to the year ending on the 30th November,1942.

MR. McMASTER: My lord, I am not objecting to my friend endeavouring toprove this in this fashion, but I draw your lordship's attention to the statement contaned in it:

"The farm labour expense as shown onSchedule 'B' shows a disbursement of $4,449.62.As vouchers for this sum we have examined payroll sheets supposedly signed by the employees engaged on this work. We are not satisfied that the signatures shown as being the recipients are those of the payee. Mr. J. P. Hansen, your employee in charge of this operation, informs us that other than the payee signed as the payee. We are of the opinion that this procedure is highly

"irregular and we are not satisfied with this accounting."

But I do not object to him filing the document.

MR. BRAIDWOOD: Well, I will just file it to show that there were books of the Pacific Co-Operative and what those books show, as shown by this accounting firm, and it is filed for whatever it is worth, your lordship.

THE COMMISSIONER: All right, I will receive it.

What is that last figure there?-- the loss incurred.

MR. BRAIDWOOD: $2,052.92.

THE COMMISSIONER: Well, we will mark this as an exhibit.

(REPORT MARKED EXHIBIT NO. 181-5.)

MR. BRAIDWOOD: I now propose to call Mr. Alstead, who was the appraiser in this matter on behalf of the Westminister Trust Company, and in doing so I do so on the understanding that both my examination and my friend's cross-examination will be limited to those currant bushes, since the other matter was settled between us.

THE COMMISSIONER: Is that your understanding, Mr. McMaster?

MR. McMASTER: Yes,my lord.

ROBERT ALSTEAD, a witness called on behalf of the Crown, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BRAIDWOOD:

Q What is your occupation, Mr. Alstead?

A I am a real estate agent.

Q And how long have you been engaged in that business?

A As an agent, for two years, but previous to that I had been the manager of the real estate department for the Westminster Trust Company.

Q Yes. How long were you manager for the real estate department of the Westminster Trust Company?

A Nine years approximately.

Q What has been your experience in appraising property?

A Well, it has been very satisfactory. I haven't had any complaints on it.

Q How long have you been appraising properties?

A On and off, 11 years.

Q Where? A: In the Fraser Valley.

Q Have you any idea how many appraisals you have made in that time? A: I would say several hundred.

Q Were they domestic property or farm property, or what type of property?

A Both.

Q Have you done many farm properties?

A Yes.

Q And are you familiar with agricultural properties generally in the Fraser Valley?

A I think I have a good general knowledge of them.

Q I understand you were employed by the Custodian to make an appraisal of the Tanaka property, is that correct? A: That is correct.

Q When was that appraisal made?

A In April, 1943, approximately -- I think it was April, 1943.

THE COMMISSIONER: April 27th, 1944 -- Exhibit 3.

MR. BRAIDWOOD: Q: Did you make the appraisal on April 27th, 1944? A: I did.

Q And to make that appraisal, did you visit the property? A: I did.

Q Where was the property located?

A At the corner of Ewen Avenue and Johnson Street.

THE COMMISSIONER: Will you speak up, please.

A The corner of Ewen Avenue and Johnson Street.

MR. BRAIDWOOD: Q: Now, we are not particularly interested in the values you put on it assuch-- that is the real property or the buildings on it. What we are interested in is your turning your attention to the amount of the crop or the bushes that were grown on that property. Will you tell his lordship what you observed as to currant bushes on the property. A: Well, the property was mostly in currant bushes, and they were of very poor quality, I must say. They were more or less overgrown and it was pretty hard to tell which bushes were worth considering at all. A good many of them had gone back to wood -- sort of. There was a very little amount of foliage on them and they seemed to have been neglected and were practically of no value at all.

Q Did you place any value on them for the purpose of your appraisal?

A I couldn't very well, because I did not feel they were worth anything.

Q Had you had any previous experience with currant

bushes? A: In a general sort of way, with other farms that I had appraised and sold and handled there were currant bushes on the property.

Q Have you ever cultivated or grown any currant bushes yourself? A:Yes, we had some-- in my younger days we had a fruit farm in the Slocan District and I had quite a considerable experience with small fruits.

Q Have you grown any currants on your own property?

A No more than a few bushes.

Q Do you know anything about the character of currant bushes--what they need in the way of fertilization and cultivation or anything of that sort?

A Well, nothing beyond the fact that they require cultivation and to be cleaned out and to take the dead wood from them. They also require a lot of fertilizing, because they are a large bush and they require a lot of nourishment.

Q Now, I notice on your appraisal at the bottom of Exhibit 3, in the column of remarks, you say: "Owing to this acreage not being cultivated and looked after the last year the value is somewhat lower than it should be."

A Yes,I remember putting that on, but I have not seen that appraisal since it was mailed in to the Custodian's office.

Q But you are familiar with the property?

A Well, I was more familiar with it then. I haven't seen it for two years--that is, to inspect it.

Q Well, I gather at the time you inspected the property you noticed the currant bushes?

A Oh yes, I went over it and looked over it quite closely.

Q Now, I think it is Mrs. Tainaka who is putting in the claim throggh her son, who indicated on page 4 of the transcript that there was a claim of $4,000 for plants. What have you to say about that?

A I think it is beyond reason.

Q It is beyond reason. In your opinion there was no value in the currant plants?

A At that time I did not consider them worth anything.

THE COMMISSIONER: Just before you open, Mr. McMaster--are you able to say whether a year of lack of care would have brought those bushes to the condition in which you saw them?

A No, I wouldn't say it could all have happened in a year. I think they had been deteriorating for more than one year.

Q All right.

MR. BRAIDWOOD: Now that your lordship has opened up that question, I would like to ask one more question on it.

Q Have you any idea how long it would take for them to deteriorate from the point of value to no value?

A Well, I would say two years. It would be hard to bring them back. It means hard labour and cultivation, and it might be more than it would be worth.

Q Perhaps Mr. Bawden can answer this and you may not know the answer. Have you ever had any information

from the Pacific Co-Operative Union as to the value of the bushes on this property?

A That was dealt with by Mr. Bawden.

CROSS-EXAMINATION BY MR. McMASTER:

Q When you made this appraisal, did you have anyone assisting you in making it?

A No, I made it myself.

Q Did you have any knowledge as to the value of currant bushes in 1944 when you made your appraisal?

A Well, just as I mentioned.

Q Can you recall what that value was?

A Some bushes would be better than others. I imagine a good bush would be worth anywhere from fifty cents to a dollar. It all depends on its condition.

Q Do you know what sort of soil is suitable for growing red currants?

A Well, that soil would have been suitable soil if it had been well drained, but it sours very easily in that low land.

Q Was it sour when you were on the property?

A Yes, I really believe from my memory that that soil had soured and was damp and was mildewed.

Q The soil was mildewed?

A Well, around the bottom of the bushes, but the soil was damp and I think was sour.

Q Did you make any soil test?

A No.

Q That is fr just from your general observation?

A Yes.

Q Did you observe any drainage on the property?

A Well, it was soggy all the way through. The drainage ditches, I don't think, had been kept open, because there were patches on there that were holding water.

Q And would you say that is good type of grouhd to grow blackcurrants in?

A Yes, I would.

Q Were these bushes diseased in any manner?

A I wouldn't know. Not being an expert, I would not like to say theywere diseased. They had just been neglected and required a lot of cleaning out and cultivating, because the bracken and weeds had grown up all around them and the bushes were veryclose together on the rows.

Q How close? A: They were touching.

Q You mean the outside branches were touching?

A Yes.

Q And about how far apart were they?

A Oh, about a yard or so.

Q You don't know very accurately?

A Not now. I would have to go back and look them over. I haven't seen the place since it was appraised.

Q And what weeds did you observe had grown up around them? A: Well, just bracken and stuff and small ferns --

Q And was that quite high at the time you made your appraisal? A: It was half the height of the bushes,

Q At the time you made your appraisal?

A Yes, there was dead grass and other new shoots coming up too. It was just old brush and grass.

Q Now, exactly what was wrong with these bushes that you say they had no value?

A Well, they had been neglected to the extent that they would have to be pretty well pulled out and rounded.

Q What led you to that opinion? What observation did you make as to the condition of them?

A Well, most of the bushes carried hardly any leaves and there was too much twigs --dead twigs.

Q Was it your opinion that those bushes were through producing? A: Yes, I think they were. I would say they were practically through producing.

Q Are you aware of the fact that some of those bushes are still on that property?

A It is possible.

Q And that some berries have been taken off them in the last year. A: Yes -- well, I know that last summer there were very, very few berries taken off -- or, at least that summer that I was there.

Q Were you back to the property that summer?

A Well, two or three months later.

Q What were you back to the property for?

A I beg your pardon?

Q What did you go back to the property for?

A I didn't go to inspect it -- but I was passed it.

Q Just in going up and down the road?

A Yes.

Q That would be from your observation?

A Yes.

Q This appraisal of yours was made on April 27th, 1944?

A Yes, that is right, towards the end of April.

Q Well, did you expect to find leaves on currant bushes in April? A: At that time, yes, they were breaking out. You could tellif they were young, fresh leaves.

Q How much was in leaf at that time?

A Well, half the bush approximately.

Q And what was the size of the berries at that time?

A There were no berries on them then.

Q That is all.

MR. BRAIDWOOD: No re-examination.

THE COMMISSIONER: Thank you, Mr. Alstead.

(Witness aside)

WILLIAM DAVID BOWDEN, a witness called on behalf of the Crown, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BRAIDWOOD:

Q Mr. Bowden, what is your occupation?

A Real estate agent.

Q In what company? A: I am doing business for myself at the present time.

Q You were formerly with the Westminster Trust Company, is that right? A: That is right.

Q That was in 1942 and '43, when the Westminster Trust Company was handling the Tainaka property?

A Yes.

Q Do you know the Tainaka property personally?

A Yes.

Q Were you on it? A: Not in recent years.

Q Were you on it in 1943 or early in 1944?

A I was on it in the spring, I think, of 1944.

Q Would you have any information-- or rather, I will put it this way: Do you know anything about curant bushes? A: Not a great deal, I am afraid.

Q Have you any knowledge whatsoever of them?

A No.

Q What did you observe as to currant bushes on the Tainaka property when you went on in the spring of 1944? A: Well, there were a considerable number of currant bushes.

Q Did you make any observation as to what condition they were in? A: Oh, the bushes were thick and heavily overgrown with weeds and an accumulation of dead leaves. Apparently they needed considerable cultivating to bring them back again.

Q Anything else which would be of information to his lordship as to the condition of the currant bushes from your observation?

A No, I don't think so.

THE COMMISSIONER: This was in the spring of '44, was it?

A Yes, my lord.

MR. BRAIDWOOD: This property was leased by you to the Pacific Co-Operative Union, was it not?

A It was leased by the Westminster Trust Company.

Q Do you know anything about the property that was leased to the Pacific Co-Operative Union?

A As I recall, it had been leased to a previous tenant and the Westminster Trust Company had had some difficulty in collecting the rentals, and the Pacific Co-Operative were more or less brought in to assure the Trust company, and perhaps guarantee the renatls due under the lease.

MR. McMASTER: My lord, we are talking of the property that belonged to this Claimant and I wonder if the witness is confusing that with the other property that the wife had rented.

A Yes, I have two properties in my mind. The case under review was not affected that way.

MR. BRAIDWOOD: Q: In your dealing with the prope ty concerned in this claim, do you know of your own personal knowle dge whether or not the condition of the currant bushes, as reported to you, had any effect upon your dealings with this property?

THE COMMISSIONER: Any what?

MR. BRAIDWOOD: Q: Any effect on your dealings with this property.

THECOMMISSIONER: The q ustion is not clear to me. Perhaps it is to the witness.

MR. BRAIDWOOD: I will word it differently:

Q Were any reports received by your office as to the condition of the currant bushes?

A Not on this property.

W.D. Bowden,
Cross-Exam.

F. M. Clement,
Recalled in rebuttal

CROSS-EXAMINATION BY MR. McMASTER:

Q Witness, I understand you to say you have no knowledge of currant bushes yourself-- thatis, to recognize them? A:Nothing, other than the average person.

Q All right, that is all, thanks.

(Witness aside).

MR. BRAIDWOOD: That is allI have on that, my lord.

MR. McMASTER: My lord, in this case I would like to call Dean Clement in rebuttal of the comments that have been made this afternoon.

F. M. CLEMENT, having been already sworn, testified further as follows:

THE COMMISSIONER: Has Dean Clement already given evidence in this case?

MR. McMASTER: Yes, he has.

THE COMMISSIONER: And you have been already sworn?

THE WITNESS: Yes.

DIRECT EXAMINATION BY MR. M cMASTER:

Q Dean Clement, from the evidence you gave before you indicated to his lordship that you had recently been out to see this property in question in this claim. A:That is correct.

Q And since that time you have been back to the property? A: That is correct.

Q You have heardthe evidence that has been given this afternoon. Will you report to his lordship your observations as to the drainage of this property and the suitability of that drainage for black currants?

F.M.Clement,
Called in
Rebuttal.

MR. BRAIDWOOD: My friend cannot adduce this evidence unless my friend can prove the drainage that is now on the property was the drainage on the property at the time of the sale.

THE COMMISSIONER: I do not quite follow you.

MR. BRAIDWOOD: If my friend sets up the nature of the drainage at the time theCustodian sold the property, I would not object, but until he does that this evidence is worthless.

THE COMMISSIONER: I will hear it, Mr. McMaster, go ahead.

THE WITNESS: Special efforts had been mae by the former owner to drain the property and a ditch had been dug along both the east and west side. Two ditches had been dug-- one on the east and one on the west side of the property, and then running 50 to 60 feet across the property -- ditches to the depth of 15 to 18 inches are still in evidence, and there is much overgrowth and waste and so on in it. And also the currants were planted where the grounds were ridged up. You cannot speak of all the property in that way, because only 25% of the property has currant bushes on it,but the examination of the property today shows that exceptional care was taken of it in regard to drainage.

MR. McMASTER: Q: And there are still some currant bushes on the property despite the subdivision that has taken place? A: Yes. Very few of the places have currant bushes on them and in other places they have been removed completely.

Q And how much remain? A: I assume 25%.

Q And would those appear to be the bushes that were there in 1944? A: Undoubtedly they were the same as in 1944.

THE COMMISSIONER: You might deal with the question of when this drainage work was done.

MR. McMASTER: I thought my friend had clarified that.

Q From your observation, in what yeardo you say the drainage work was done?

A You can examine the area where the berry bushes are and there is no question but that the ditches were put in at the time of planting those currant bushes.

MR. BRAIDWOOD: That does not entirely clear up the question.

THE COMMISSIONER: Well, you can re-examine him later, Mr. Braidwood.

MR. McMASTER: From the currant bushes that you observed on the property now, is there any evidence of water having destroyed them?

A No. Water has not been a factor in the general deterioration of those bushes. Water destroys them at the roots and they stand there almost stiff and stark, just as you get them in the Serpentine Valley. The ground is not wet in the summer months. It is wet in the winter but not in the summer months.

Q Now, one of the witnesses referred to fertilization. What have you to say about that?

A The land that they are on is very high in nitrogen. I know that, and that, along with abit of phosphorus, would give you a good crop. It requires fertilization but not heavy fertilization.

Q And with regard to the amount of the crop and the lay

of the land, if these bushes had not been looked after for a period of two years, what effect would that have had on them?

A I cannot recollect my statement to the point where there has been complete deterioration in two years. I think one witness stated these currant bushes were worth 50 cents to a dollar and I agree with him. I value them at 62 cents, and possibly in five or six years they will have complete deterioration, but at the present time they have a value of salvage, but there could not be complete deterioration in two years on that property.

Q There is also a suggestion that the berries were plaanted very close together. Can you make some comment on that?

A You showed me that memorandum and in order to check up on it I went to the Encyclopedia. The currant bushes are planted all the way from 5 x 6 to 5 x 8 and those have 44 square feet per bush, and they are planted just about the right distance for bigger vigour and growth that you can get in that soil.

Q Now, there were comments that there was very little foliage on these bushes in April.

A Well, there could not be very much foliage by the 27th April.

Q And what observable weeds would you expect to be there in April?

A There wouldn't be any observable weeds, except possibly the buttercups. The weeds, of course, of the year before would show but there would not be

any new weeds except possibly some new grass at that time.

MR. McMASTER: Your witness.

THE COMMISSIONER: Just one question, Dean Clement:

Q You have heard the evidence of one of the witnesses. Now, just let me see if I have my notes correctly here. No, I am afraid I have lost track of what I had in mind. It will probably occur to me later. Go ahead, Mr. Braidwood.

CROSS/Examination BY MR. BRAIDWOOD:

Q When was the first time you were on the property, Dean Clement? A: It would be in the spring of this year-- the first time I ever examined the property, like the other witnesses,-- they were on it a certain time and looked over the fence and I looked over the fence at the opposite end.

Q So If Mr. Alstead says he saw certain things on the property in 1942 when the appraisal was made, you would not be able to say if those things were there or not? A: Well, I don't recall he said certain things were on the property.

Q He was talking of observable weeds and weed growth. All the evidence you can give usnow is what you can conjecture was there, isn't that correct?

A No, not entirely conjecture.

Q Well, on the basis of your knowledge and experience of this type of property-- that is what you base your opinion of what would have been there?

A Based on a complete examination of the property on several occasions, beginning last spring.

Q Well,you could not deny, if Mr. Alstead said certain things were on there in 1944, you would not be in a position to say they were not there.

THE COMMISSIONER: Well, I think you had better be more specific. What do you mean by something?

MR. BRAIDWOOD: Q: If Mr. Alstead said that there was a heavy overgrowth of weeds there in 1944, would you deny that?

A Well,he said on April 27th.

Q Well, you cannot say it wasn't there?

A No.

Q Now, this matter of the drainage to whch you were referring was only based on 25% of the property.

A About that.

Q Which now has currant bushes on it?

A That is true.

Q And once again we do not know of anyone who knows whether there was drainage on the other 75% or not, is that not correct?

A Only to this extent, the outside ditches are still there.

Q And you believe those to have been constructed a number of years ago?

A I would say so from my examination of them.

Q Now, from your examination of the bushes, you say they have been on the property for a number of years.

A Undoubtedly.

Q Why do you say that?

A Well,you can tell from the growth of the bushes and the length of the new crop and the dead wood that isthere and so on, and also the record showed they were planted in 1939.

Q What record is that? A: The Claimant's.

Q Well,that is not of your own information? That is hearsay. I am askking you how you know they were there for a number of years, and not what someone else told you.

A Well,they could not have been there only for two years and deteriorated the way they have done.

Q Is it possible to look ata currant bush and say that has been in this ground for 15 years or 20 years?

A No, but I can tell to within two or three years how long it had been there.

Q Well,it might have been transplanted, might it not?

A It could have been.

Q Now, what knowledge have you-- that is your own personal knowledge as to the care that was taken of these currant bushes prior to 1944 on this particular property?

A I have no information.

Q Now, as an agricultural expert, can you tell me this: Is it possible once a currant bush has deteriorated to some extent from weeds or whatever has happened it, to bring it back into production?

A If the roots are still healthy, it is possible to bring it back.

Q And that requires considerable effort, does it?

A Yes.

Q The bush has to be pruned down and treated in some way? A: It means a certain amount of cultivation.

Q And when rust and mildew sets in, can it be brought back? A: Well, rust and mildew -- the main problem on this property is the long years of neglect, but as I think I have stated before it has little or no value except that neighbours in the community could come in and gather a few currants.

Q Well, it would be possible that some of the bushes that are now bearing on this property would have been quite lost unless someone had come in and given them some care?

A No -- I think there was one man who raked them up and fixed them up a bit, because the berries were larger and nicer.

THE COMMISSIONER: Just before you leave the stand, Dean Clement, I want to refer you to Exhibit 5. I notice in the Tainaka column there is a figure of $5,000.00 as a sum paid to the Japanese for the 1942 period. What does that mean?-- the sum paid by the Co-Operative Association to the owner of the property for his crop, or what is it?

MR. BRAIDWOOD: Well, as I understand it, these people of the Pacific Co-Operative Union would take over a and operate the property and make a certain payment to the Japanese, depending on the crop from the operation, or perhaps, as my friend has just suggested

to me, that was an anticipated payment.

MR. McMASTER: No, the payment was made on an anticipated crop.

THE COMMISSIONER: It is an advance payment?

MR. BRAIDWOOD: It is set upin the lease and that would be an advance one of the operational payments.

THE COMMISSIONER: Have you looked at this memorandum from the Pacific Co-Operative? You might let him see it, Mr.Braidwood. You will notice under the heading of Tainaka they show the produce returns of $6158 ~~$651.~~00, and then there are certain expense items, and I conclude the $5,000.00 is an advance payment.

A Yes.

Q IDoes a return of $6,158.00 from that property strike you as a reasonable return?

A I would consider it a very fair return.

Q And how about the cost -- are these cost figures -- farm labour account, freight and so on, the normal costs of conducting an operation such as that?

A Yes, they are the normal costs that would be deducted, but I cannot say whethe they are reasonable or not, but there would be a certain charge for pickers and handling.

Q But take that figure of $6100.00 -- is that reasonable? A:I should think so.

Q So if I am reading the figures correctly, I take it that this operation in the year under review showed a profit of about $2500.00?

A That is correct.

Q And in terms of the number of bushes that you saw

planted there, is that a fair return on that property for one year? A: It seems very low.

Q It seems low? A: It seems very low, but the explanation that is offered for that is this, that the bargain, or the agreement was made about April 11th, when the bushes were in bloom, and it was estimated there would be about 100,000 lbs. of crop, and actually they got about 52,000 lbs. of crop, according to the statement submitted. In other words, it was based on the idea all the blossoms would bear fruit, which apparently they didn't.

Q Can you relate that net profit to the value of the property? How does it relate to the valuation you put on the prope ty, for instance?

A In my own mind-- I had not intended to use this to answer your question, but there was about $2900.00 paid the first year and the remaining two years Mr. Hanson had it there was $700.00 or $1050.00, which will give you $3900.00 of rent, or an average of $1300.00 a year. That capitalized at 5% makes a value out of reason for the property. I estimated that the property was worth about $800.00 net rent, and on that basis the whole property would be worth $13,000.00 and the bushes $10,000.00 -- if we worked on the basis of $800.00 a year net rent.

THE COMMISSIONER: Your valuation on that $2900.00 would be about $23,000.00?

A It would be $800.00 a year for 20 years -- $16,000.00, and 80% of that would be the net value of the property.

That would be $12,800.00. That would be my valuation on the basis of my general belief of what the property was in April.

Q At the time the claimants left it?

A Yes.

Q What is the life of a currant bush under good conditions? A: Well, they live upto 20 or 30 years. Good farmers beging to replace them in ten years -- just to keep their plants growing, and with good care they last a good many years.

THE COMMISSIONER: Now, do either counsel wish to pursue the subject I have taken upwith the Dean?

MR. BRAIDWOOD: No.

(Witness aside.)

THE COMMISSIONER: Is that as much as we have for today?

MR. BRAIDWOOD: Yes.

THE COMMISSIONER: Well now, what is the situation tomorrow?

MR. BRAIDWOOD: We have about eighteen cases.

(PROCEEDINGS ADJOURNED)

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

Deputy Official Stenographer

CASE NO. 181.

JAPANESE PROPERTY CLAIMS COMMISSION.

Vancouver, B.C.

June 22nd, 1149.

IN THE MATTER OF THE CLAIM OF

Mrs. MASU TAINAKA

PROCEEDINGS AT HEARING CONTINUED

CASE No. 181.

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1, REVISED STATUES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

Vancouver, B. C.

June 22nd, 1949.

IN THE MATTER OF THE CLAIM OF

(MRS.) MASU TAINAKA

PROCEEDINGS AT HEARING CONTINUED.

APPEARANCES:

D. T. BRAIDWOOD, Esq., appearing for the Dominion Government.

R. J. McMASTER, Esq., appearing for the Claimant.

A. WATSON, Esq., Secretary,

D. [redacted]. SAUNDERS, Esq., Official Reporter.

THE COMMISSIONER: What case are you proceeding with?

MR. McMASTER: We would like to proceed with case 181, my lord.

THE COMMISSIONER: What is that?

MR. McMASTER: Masu Tainaka.

THE COMMISSIONER: Is it not 180. I think it is on the list as 180. The file shows 180 Yonetara Tainaka.

MR. McMASTER: There were two Tainaka claims, one right after the other. I believe the number is 181 that we are concerned with. I think the confusion has arisen because this is dealing with the current value of the land and the husband also owned leased property which was involved.

THE COMMISSIONER: The number on the list is 180, but Mr. Watson will get the file. What is the christian name?

MR. McMASTER: Masu.

MR. BRAIDWOOD: My lord, I have not that file with me, but I know the matter well and I know the point of issue here. If my learned friend will consent to my using his transcript when the time comes for cross-examination, I can proceed.

THE COMMISSIONER: Very well.

MR. McMASTER: My lord, if my learned friend won't object I will speak to this case before calling evidence upon it. The situation is that the claimant owned property out at Queensboro, near New Westminster on Lulu Island on which he is alleged to have had a large number of black currant bushes at the time

time of evacuation. I think my learned friend is admitting there was a quantity of black currant bushes on the property at the time. The appraisal by the West Minster trust company, which I believe has been filed as an exhibit makes no reference to the currant bushes whatsoever. The only reference relating to the state of cultivation is the remark -- owing to this acreage not being cultivated and looked after in the last year the value is somewhat lower than it should be.

THE COMMISSIONER: What exhibit number is the appraisal number?

MR. McMASTER: My lord, I don't believe the appraisal has been filed, and I will file my copy. It will be Exhibit 2.

THE COMMISSIONER: Was this property held under lease by the claimant?

MR. McMASTER: My lord, the husband held the property under lease jointly with this --the arrangement was made with the Pacific Co-Operative Union concerning the crop.

THE COMMISSIONER: Now Exhibit 2, the last document, must be Exhibit 3. There is an exhibit 2 filed which is possibly the Cooperative agreement.

MR. McMASTER: Is this case number 181, my lord?

THE COMMISSIONER: The document is marked Exhibit 2. We will see what it says on the transcript. This was heard February 25th.

MR. McMASTER: That is correct, my lord.

THE SECRETARY: My record shows two exhibits, my lord,

two previous exhibits on this date; particulars to real estate and the agreement Tainaka and the Pacific Co-Operative Union.

MR. McMASTER: It has apparently not gotten into the transcript, that is the trouble. The agreement is referred to.

THE COMMISSIONER: Yes, this is not referred to as having been exhibited , in the transcript, that I can see.

MR. McMASTER: That will be Exhibit 3.

(APPRAISAL MARKED EXHIBIT No. 181/3)

MR. McMASTER: I believe my learned friend is agreeing with the fact that the property was rented at the time of sale by a tenant put on the premises by the Custodian and not by the claimant.

THE COMMISSIONER: I see, yes.

MR. McMASTER: I call Dean Clement, your honour.

FRED MOORE CLEMENT, a witness called on behalf of the Claimant, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. McMASTER:

Q I don't need to qualify him.

THE COMMISSIONER: No, we can take that as proven.

MR. McMASTER: Q: Dean Clement, were you asked to make a report with respect to the former property of Mrs. Masu Tainaka, case number 181; situated on Lulu Island?

A That is correct.

Q Is this the report that you made?

A This is the report.

MR. McMASTER: I wish to file that as Exhibit 4, my lord.

(DEAN CLEMENT REPORT MARKED EXHIBIT No.181/4)

MR. McMASTER: May I have exhibit 1.

THE COMMISSIONER: What is Exhibit 1?

MR. McMASTER: A statement by the claimant.

Q Dean Clement, were you provided with a copy of this document which is Exhibit 1?

A Yes, I have seen this and read it.

Q And is that the document that you refer to?as the farm land report --

A Correct.

Q In your own report? Will you be good enough, Dean Clement, to read your report and make any comment with respect to it.

A (Witness proceeds to read report)
I can add verbally they are divided into thirteen lots most of which have been sold and built on since it was evacuated by the Japanese.(Continuing to read)

I possibly should comment that about one-quarter of the bushes still remain. They had been removed from a number of areas and the land has been plowed, but here and there the roots are growing and there are some balck currant bushes scattered here and there. We have no proof beyond the word of the residents that the fourteen acres were covered with bushes, except the way it was laid out -- the whole situation indicated that it was, but they are not there at the present time.

MR. McMASTER: I don't think you need to go into the total

of planting. It is there. Your lordship has this report in front of you, have you. On page 5 is a table of planting; a table for black currant bushes.

Q Then on page 6 you make reference to certain persons from whom you obtained certain information regarding this property?

A That is correct.

Q Now from your observation, Dean Clement, of the actual things that remain there and from the information which you have been able to obtain, do you consider that the figure you have given to us as to the number of bushes on this property to be a reasonable calculation?

A We consider the calculation to be reasonable.

Q Would you say that it was possible there were more bushes on the property?

A That could be possible. Reference was made, as a matter of fact, to the fact that the one and two-year old plants were sold . They may have been on the property, but we could find no trace of them. It is quite reasonable to expect that a man who was setting out a currant plantation would have a nursery and would extend it from year to year until he covers the whole fourteen acres. We did not find the additional plants referred to in the information that was given to us.

Q When you take this value of $11,300.00 that was at the time of the sale in 1944?

A At the time of the sale in 1944.

Q As I understand the report you have arrived at that figure in two ways?

A Two distinct manners.

Q If the plants have been cultivated for the two-year period prior to sale what value would you have put on them? A. From 90 cents to one-dollar.

Q Instead of 62 cents?

A The plants have been -- the ones that have been left there are well grown and the soil is suitable for black currants, red currants.

THE COMMISSIONER: Q: Before you open the cross-examination there is one question I would like to put to Dean Clement. Having in mind that this property was sold in April,1944 , was that not a period of extreme shortage of agricultural labour?

A Yes, that is correct.

Q Having that situation in mind, would it have been practical at the time to have carried on this farming operation which I assume necessarily requires a lot of labour?

A As I recall the figure -- as I recall the evidence as I read it, this place was leased to the Pacific Co-Operative Union.

Q That is right, leased to the Co-Op.

A And they were to pay a certain amount of money, I think, and it was understood to be about $5,000 for the first year and then to maintain it and have the harvest in future years.

Q Yes, that is so. The document is Exhibit 2.

A And it is possible that labour could not be made available to take care of that plantation. That might be possible.

THE COMMISSIONER: I wished to put that question down Mr. Braidwood, so that you could pursue the subject if you wished to, as Mr. McMaster may also do.

MR. McMASTER: My learned friend suggests I may do that now.

THE COMMISSIONER: Very well.

MR. McMASTER: Q: Dean Clement, supposing that labour might have been difficult to obtain to operate the property, from your investigation would you say there would have been a market for the sale of the plants at the date of sale?

A The sale of the plants? ~~That is~~

Q That is to say, could the purchaser of the property have dug up the plants and have sold them wholesale or retail?

A There was a strong demand at that time for black currant bushes and so on. It was a period of strong demand for currants, raspberries and blueberries that sort of thing, and you may be able to sell to advantage. It is rather difficult to answer.

CROSS EXAMINATION BY MR.BRAIDWOOD:

Q These figures you have given in your report are all relating back to the date of sale, of course?

A That is the intention, yes; that is 1944, if I remember correctly.

Q You told my learned friend that there may have

more currant bushes on the property. Or there may have been less?

A The statement as I read it stated there were 27,000 and another place 23,400. We could not reconcile that with the plantings we found there. Now it is just possible there was a corner where there was a nursery with the currant plants a foot apart, simply as a nursery and we could not locate any part of it.

Q If there had been a nursery those would not have been bearing plants?

A No, they would have been nursery plants.

Q That would have an effect in their value?

A Yes, considerable.

Q Does it take much labour to operate a black currant farm?

A I may say a little less than raspberries, considerably less than strawberries. It would be about the same as loganberries, possibly, but still it is a considerable amount of labour, a lot of hand work.

Q There is little machine work available?

A I cannot answer that, because there wwere eight feet between the rows. With a small tractor -- he could have handled a great part of it with power machinery .

Q There was no evidence to that effect?

A There was no machinery mentioned anywhere.

Q From your observation of the operation would you say that such an operation generally is a highly

profitable one or not?

A Of that type it would be. It is on muck soil; peat on the west side and loam on the east side. The ditches are there to show it was properly drained and so on.

THE COMMISSIONER: Q; What does your answer mean. This gave the appearance of having been a successful operation?

A It gave the appearance of having been a successful operation, remembering always that the plants now are overrun with tent caterpillar and so on.

MR. BRAIDWOOD: I have no wish to pursue my lord, the matter of the currant bushes any further with Dean Clement, but before I close my examination I would like my learned friend to agree to one thing; that part of the Dean's evidence which has related to real property value is not arguable here today because we are merely going to the value of the currant bushes.

THE COMMISSIONER: Why not leave all question of argument until you have completed your case.

MR. BRAIDWOOD: Because, my lord, we have agreed upon everything except the currant bushes.

THE COMMISSIONER: I see.

MR. McMASTER: I think my learned friend, if he had his file, would have observed that the value on the land is the same value as on the appraisal.

THE COMMISSIONER: Yes, that is true. It does not take into account the plantings.

MR. BRAIDWOOD: Well as long as we are only involved with

the currant plants, then I am satisfied.

THE COMMISSIONER: I take it it is rather more than that. It is the value created by the existance of the plants in the ground.

MR. BRAIDWOOD: Oh,yes.

MR. McMASTER: Q: Dean Clement, if there was a nursery on this property, I presume that -- let us put it this way, if there was a nursery on the property would that tend to decrease the number of plants or to increase the number of plants?

A It would tend to increase the total number of plants, and to decrease the number of mature plants.

Q What effect would it have on the value? Would it tend to balance one another?

A The larger number of small plants would tend to balance in value the smaller number of large plants.

MR.BRAIDWOOD: Just to clear up a point your lordship brought up about the value of the land. The actual claim here is for so many currant bushes at so much a plant. I take objection to my learned friend's statement that it is the value added to the property.

THE COMMISSIONER: We are not dealing with the chattels --

MR.BRAIDWOOD: My learned friend is claiming it as a chattel and I understand my learned friend has treated it as a chattel.

THE COMMISSIONER: I think, since these plants or bushes have been planted and have been in the ground for

some time, we must treat it as a plantation rather than so many bushes.

MR. McMASTER: Yes, my lord, and that is the way which it was dealt with on the claim. The claim as to the land is $18,000.00.

THE COMMISSIONER: We are not going to be technical to that extent.

MR.BRAIDWOOD: I was only referring to Mr. MacLennan's remarks at page 4 of the transcript in which he said the $10,500 was made up so much per plant. That is the way in which the evidence went in, in chief.

THE COMMISSIONER: I will deal with it on the basis of the value of the land with plants I have shown at the time of sale. Have you any evidence to indicate to whom it was sold and for what purpose.

MR. McMASTER: My lord, I think Dean Clement has given evidence that shortly after the sale, or at least-- yes, shortly after the sale the property had been subdivided and sold in various parcels.

The property was sold on July 6th 1944, actually, and I think you have the information of some subsequent purchaser.

THE WITNESS: This question was asked of the Collector of Taxes, of the Corporation of New Westminster.

"We have been asked to submit certain reports covering a piece of land in the Queensborough area. The land is described on a 1942 tax notice as: Block Gp.1,Lot 757,Sub.Div.25 Re: Sub. Spt. Roll No. 8073."

"The notice is addressed to Masu Tainaka. We understand that this property was on three sides boundaried by Ewan Avenue, Johnston Street and Galbraith Street and on the north extending in the direction of Boyd Avenue.

Further , it appears that there are approximately 14.7 acresin the holding and that there is approximately 578 feet of frontage on Ewan Avenue.

Would you be so kind as to confirm by letter that the above is so, or advise where we are in error and correct us. Yours truly,

CLEMENT CONSULTING SERVICES LTD.

JWA-bh J. W. CLEMENT."

It is replied to as follows: June 2, 1949.

"Refferring to your favor of the 31st ult., as far as the yeer 1942 is concerned your information is substantially accurate with Masu Tainaka as owner.

In 1944 title passed to the Secretary of State and on an immediate furhher registration to Andrew and Maria Simek, title 175819E.

The property was subdivided May 1946 into 13 lots, Map 8466, title 200462E.

Trusting that this information will be of use to you. Yours truly, C.P.C.Hobkirk, City Assessor. "

MR. McMASTER: Q: Is that the Mr. Simek connected with the Pacific Co-Operative Union?

A I would assume so.

Q And he has since died?

A Yes sir. Do you wish these?

MR. McMASTER: Thank you, Dean Clement.

(Witness aside)

THE COMMISSIONER: Is that as much as you have today?

MR. BRAIDWOOD: That is the case, my lord. That is all.

THE COMMISSIONER: I do not feel that all the evidence has been put before me that could be of value. I would like information as to what transpired under the terms of the lease to the Pacific Co-Operative, and what sum of money was paid by the Co-Operative to the Custodian to the account of the claimant for that year. You will notice that Exhibit 2 apparently contemplates a rental of $5,000 for the year; the $5,000 is recited as having been paid.

MR. McMASTER: That was paid, my lord. The balance of the moneys that was to be paid was never paid. -- at least, not completely paid. The Pacific Co-Operative Union dropped out of the picture and the Custodian put this other tenant there.

THE COMMISSIONER: Is not the Co-operative Union bound by its covenant here. You wi ll notice in paragraph 1 they covenant to operate the fruit farm until the 1st of February 1943 and have the crops cultivated, etc., In any case, will government counsel investigate that situation, with a view to leading evidence as to what transpired under the agreement which is marked as Exhibit 2.

MR. BRAIDWOOD: Yes, my lord.

THE COMMISSIONER: And would you also furnish me with information in regard to the sale ; to whom the sale was made, and I would like someinformation as to why the purchaser, if the land had such value as land producing currants, should have elected to subdivide, and apparently abandon the currant bushes. It does appear to me the Custodian in this instance may have overlooked the fact that there was a substantial asset in the bushes.

MR.BRAIDWOOD: I will do my best to obtain that information.

THE COMMISSIONER: I appreciate you won't be able to do it immediately, but this claim does seem to indicate that the interests of the claimant have not been served; certainly to nothing like the extent that was favourable to the claimants of other properties.

MR. BRAIDWOOD: In the matter of the value of the actual currant bushes, in view of the very careful study by Dean Clement and the wide approach taken in obtaining values from growers,I was not proposing to explore that matter any further.

THE COMMISSIONER: That is for you to say, of course. We hve the evidence of Dean Clement and you will probably have some difficulty breaking it down, but it is your privilege to endeavor to do so, However, what I wish to point out now is, I do not feel that all the information has been furnished that

could be.

MR. BRAIDWOOD: Perhaps if we were to call Mr. Shears on those points.

THE COMMISSIONER: In any case, I have expressed my view s on the subject now, and it is for you to determine how much further you should go. Thank you, Dean Clement.

MR. BRAIDWOOD: I ask that the matter be stood down sine die.

THE COMMISSIONER: Yes, we must stand it down sine die and I appreciate you will not be able to go on again until the fall.

MR. BRAIDWOOD: Thank you, my lord.

(PROCEEDINGS ADJOURNED SINE DIE)

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

W. Saunders

Deputy Official Stenographer

CASE NO: 181.

JAPANESE PROPERTY CLAIMS COMMISSION.

Vernon, B. C.,

February 25th, 1948.

IN THE MATTER OF THE CLAIM OF

(MRS.) MASU TAINAKA.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 181.

IN THE MATTER OF THE "INQUIRIES ACT"

PART 1, REVISED STATUTES OF CANADA 1927, CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION.

B E F O R E

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

Vernon, B. C.,

February 25th, 1948.

IN THE MATTER OF THE CLAIM OF

(MRS.) MASU TAINAKA.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
J.A. MacLENNAN, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
G.N.R. UPTON, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

MR. MacLENNAN: My lord, I would like to proceed with the case of Mrs. Tainaka, No. 20 on the list. I would like to ask your Lordship's leave to amend the claim by showing the value of the land and buildings at $18,000.00, but acknowledging $3000.00 from the Custodian, leaving the net claim at $15,000.00. That would be striking out the crops.

THE COMMISSIONER: Striking out the crops.

MR. MacLENNAN: Yes, my lord.

THE COMMISSIONER: All right.

(MRS.) MASU TAINAKA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. MacLENNAN:

Q You are the mother of Hideo Tainaka, the previous witness? A: Yes.

Q And he gave me instructions in your presence, or at least he gave Mr. Leckie instructions in your presence for a presentation of your claim for real estate. You talked over the preparation of this claim with counsel, did you? A: Yes.

Q And you instructed the claim to be prepared?

A Yes.

Q And this claim form which I am presenting to you now, has that been read over to you and explained to you by your son Hideo? A: Yes.

Q And are the statements in that form true to the best of your information and belief?

A Yes.

Q Would you sign it in acknowledgment, please. I will

tender that, my lord, two pages of this form, as Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Your son and your husband made a lease in connection with this property, Lot 25, at the time of evacuation?

A Yes.

Q That was with your authority, was it?

A Yes.

MR. MacLENNAN: My lord, I tender that agreement dated the 11th of April, 1942, made between Hideo Tainaka and Yonetaro Tainaka of the first part, and the Pacific Co-Operative Union of the second part.

THE COMMISSIONER: What is the significance of it?

MR. MacLENNAN: The significance of it is that the crop in respect of Lot 25, which this claimant owns, and crop in connection with the leased property which was previously discussed, was sold to the Co-Operative Union for $5000.00. It shows some indication of the value of the premises. The estimate of the parties to the agreement is that the crops will be worth $10,000.00, but the Co-Operative will be running into expenses and will pay $5000.00 to harvest it.

THE COMMISSIONER: Is there any indication in the lease as to what proportion of the crop was grown on the leased land and what proportion not?

MR. MacLENNAN: There is no indication, my lord. My lord, in connection with the claim for real estate, I would like to mention and stress one or two of the matters that this witness has set forth.

One of her complaints is that the Custodian fails to mention the house and the hothouse on his valuation and sets out no values with respect to these, and he doesn't mention either that the property is supplied with running water from the city mains and that this claimant shortly before evacuation, when she purchased the property, about a year or two before evacuation, she purchased it in 1939, the land was very soggy, and that she employed 20 men with horses to clear this 14½ acre tract and she put in sixteen lines of ditches to drain the water, each three feet wide and four feet deep and approximately 600 feet long. The estimated cost of doing that was $290.00 an acre, making a total expenditure on her half of approximately $4200.00. Then, my lord, she deals with the values of the black currants and the produce which will be valued possibly some time later on.

THE COMMISSIONER: Now, accepting your claimant's valuation of the cost of clearing and drainage, it shows that the land cost her in 1939 $5400.00.

MR. MacLENNAN: That is right, my lord.

THE COMMISSIONER: Have you any explanation of the claim now being made for $18,000.00?

MR. MacLENNAN: My lord, $10,500.00, approximately, is made up of the currant plants that were put in there at 39¢ per plant. That is one cent below the wholesale price of those plants, according to the claimant's statement. Then there were other expenditures for labour and material in connection with the house and the hothouse.

MR. HUNTER: It is submitted, my lord, that this property was sold for its fair market value.

THE COMMISSIONER: It was sold for $3000.00, was it?

MR. HUNTER: Yes, my lord. On July 6th, 1944, it was sold. It was appraised on April 27th, 1944, for $200.00 per acre. The assessment for 1943 shows land, $3715.00, and no improvements, my lord.

THE COMMISSIONER: What was the assessed price?

MR. HUNTER: $3715.00, my lord.

THE COMMISSIONER: And what year was that -- 1943?

MR. HUNTER: That was for 1943, my lord.

I would call your Lordship's attention to the fact that in the lease which covered both the owned and leased land $5000.00, if upon a pro rata basis would be pro rated on the 15 acres owned and the 17½ acres leased.

I think it is a straight question of value, my lord. No questions.

THE COMMISSIONER: Thank you, Mrs. Tainaka.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

Case No 181

NOTIFIED

DEC - 2 1947

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

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

ACKNOWLEDGED

8557 Vernon

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

(1) NAME Mrs. TAINAKA Masu (RCMP) Reg. No. 08217
(Print) Surname Given Name

(2) Pre-Evacuation Address 314 Fenton St., New Westminster, B. C.

(3) Present Address Box 969, Vernon, B. C.

(4) REAL ESTATE

(a) Street Address (if any) Corner of Ewen Ave. and Johnson St., New Westminster, B. C.
City or Municipality Province

(b) Legal description (lot number, block number, section number, etc.)
25/(S.E. parts Sk. 2241, 7930) D.L. 757/2620

(c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) ~~Residence~~ Type of business
(iii) ~~Business~~
(iv) ~~Any other type of property~~ (describe)

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) sole owner

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - - - - - - - - - - - - $ 18,000.00
(ii) Buildings - - - - - - - - - - - - - - - $
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $ ~~7,200.00~~ (crops)
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ ~~25,200.00~~ 18000
(v) Amount at which Custodian sold property and credited your account - - $ ~~3,060.82~~
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ ~~22,237.18~~ 15000

amends H2B

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)

(c) How stored or packed at time of evacuation

(over)

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

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

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

TOTAL CLAIM FOR PROPERTY LOSS $_____

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $22,237.18

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.) Vernon, B. C. Kamloops

(b) Do you require the services of an interpreter at the hearing? Yes or no Yes

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

DOMINION OF CANADA,
County of Yale
TO WIT:

I, Masu Taimoka of the City of Vernon in the Province of British Columbia

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City of Vernon in the Province of British Columbia this 21st day of November A.D. 1947. Thursday

Masu Taimoka
A Commissioner &c.

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

Mrs Mary Jamaica.
(Claimant's Name)

REAL ESTATE
(Farm Land)

08217
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared none Cultivated not planted nil Cultivated and ~~not~~ in crop List Crops the whole acreage is cultivated in blacks currants (except land occupied by buildings —	15 ac (apprx)	June 30/39	R J + D B Collister	1200	uncleared	none	18,000 00

but had cleared this land before buying —

EXHIBIT No. 181-1
DATE 25 Feb 1948
FILED BY J. A. McLennan

~~Prop~~ Title New Westminster — Total in blacks, currants about 14½ acres

IMPROVEMENTS SINCE PURCHASE OTHER THAN BUILDINGS (e.g. cultivation plants, trees or special equipment)

Description	When Made	Value Cost
Trans-planted 7000 blacks currant bushes (then 2 years old - see comment below cleared 14½ acres and dug ditches	1939-40 " "	@ 39¢ per plant - 1053 00 (see comment below) @ 90 per acre - 4200 00 (apprx) (see comment below)

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
House	20 x 24	- frame, shingle sides - shiplap and paper inside	Spring 1940	-	labour & materials apprx cost - 475	—		400 00
Hot House	12 x 20	- glass roof & sides	"	-	labour & materials - apprx cost - 150	—		100 00
Small packing shed	-	lumber -	Spring 1942	-	no value estimated			

See addition sheet

(Comment: the Pacific Co-op Union by agreement d/1 Apl 42 - bought the crops on the land and on my husband's land for 5000 - and it was part of this agreement that cultivate for the following crop season)

Comments re Appraiser's report not covered by above information: The appraisal (Westminster Trust Co) in their appraisal d/1 Apl 27/44, which has been shown to me only mentions the small packing shed 6 x 8. He fails to mention the house & hot house and sets out no values with respect to these. He omits any mention of the fact that there is an adequate water supply, the house being connected with the City Water main. He fails to mention the 14+ acres of currant bushes and apparently gives no value. If the acreage was not being cultivated and looked after (in 1943) as the appraisal states, then there must have been very serious neglect and it should have been sent to that the terms of the Pacific Co-op agreement were carried out. I disagree with the appraisers value

M. Jamaica
SIGNATURE

Comments This land was very soggy with heavy stumps under the top soil. I employed over 20 men (with horses) to clear the 14½ ac. Dynamite could not be used to blast stumps as these lands are in New Westminster City limits - 16 lines of ditches were dug to drain water (each 3' wide 4' deep x appx 600' long) the estimate of $9.00 per acre (or $200.00) is the appx cost to me of the clearing & ditching I had complete records of the cost but these were lost (burned in my house at 3411 Avalon St. New Westminster in the hurry of evacuation and I do not know what became of them after. I know however from my memory that the figure estimated is approximately correct

I cleared this place for some years before buying in June 1939 & growing blueberry currants for commercial sale. There were sold in the New Westminster Market (when 2 yrs old) at an average price of $45 each (retail) and $20 each (wholesale). I sold on the market for 5 yrs before buying these lands (cleared by me through-out these 5 years) - also I bought in 1939 - and right up until 1941 (the year before my evacuation). I sold my surplus on the market. While the land was not cleared until 1939 & 1940, the top-soil was adequate for the growing of the currant plants up to their marketable age (2 yrs). After buying & clearing completely cleared, the land (1939-1940) and I then planted 27000, 2 yr old plants (mentioned above) on my land. I have placed the value of these bushes on my land at 30¢ each which is under both the retail & wholesale market prices. I could have obtained for same. There was always a constant demand on the market I sold during the 5 yr period of my lease (i.e up to 1939) about 9000 plants on the market. During the years after I bought, I sold the surplus plants I was able to grow, over and above the eventual 27000 plants I had on my land at the time of evacuation. This marketed surplus amounted 2000 plants a year from 1939 until 1941 —

I believe that the fair market value for this property when sold should have been at least the estimated value

I am claiming

EXHIBIT No. 181-2
DATE 25 Feb. 1948
FILED BY
J. a. McLennan

AGREEMENT

THIS AGREEMENT made this eleveth day of April A.D. 1942

BETWEEN :-

HIDEO TAINAKA and YONETARO TAINAKA both of 314 Fenton Street in the City of New Westminster, in the Province of British Columbia - Farmers (hereinafter called the Parties of the First Part)

Of the First Part

- and -

PACIFIC CO-OPERATIVE UNION an association incorporated pursuant to the Co-operative Association Act of the Province of British Columbia, having its registered office at Mission City in the said Province (hereinafter called the Party of the Second Part)

Of the Second Part

WITNESSETH THAT: WHEREAS the Parties of the First Part are the owners of all that certain parcel or tract of land and premises situate, lying and being in the City of New Westminster, in the Province of British Columbia, more particularly known and described as :-

Lot ~~thirty~~-five (~~35~~) of Lot Seven hundred and fifty seven (757) Group One (1)

AND the Parties of the First Part and the Party of the Second Part are joint Lessees from Westminster Trust Company under a certain Indenture of Lease dated the 15th day of December A.D. 1941 covering all that certain parcel of land situate in the said City of New Westminster, more particularly known and described as Lot Thirty-six (36) of Lot Seven hundred and fifty seven (757) Group One (1) save and except dyke as shown on map or plan deposited in the Land Registry Office at the City of New Westminster and numbered 2620, on all of which lands there are growing crops of small fruits, vegetables and fruit trees;

AND WHEREAS the Parties of the First Part are members of Pacific Co-operative Union and are being or will be evacuated from what is known as the protected area of the Province of British Columbia;

AND WHEREAS the Party of the Second Part is engaged in the marketing,

processing and manufacturing of small fruits and vegetables and it is desirable that the aforesaid growing crops be properly cultivated, harvested and marketed for the purpose of food conservation;

AND WHEREAS it has been estimated by the parties hereto that under normal conditions the aforesaid growing crops will yeild fifty (50) tons of small fruits having a gross value of $10,000.00 more or less; and it is further estimated that the expenses of cultivating, harvesting and marketing the said crops from this date until the completion of the present fruit season will be approximately the sum of $4,000.00 leaving an estimated net surplus of $6,000.00.

NOW THEREFOR, in consideration of the premises and of the sum of Five thousand ($5,000.00) Dollars of lawful money of Canada now paid by the Party of the Second Part to the Parties of the First Part (the receipt whereof is hereby acknowledged) the parties hereto mutually agree as follows :-

1. The Party of the Second Part shall operate the aforesaid fruit farms from this date until the first day of February A.D. 1943 and shall have the said crops properly cultivated, fertilized, harvested and marketed and the lands properly cultivated, ~~fertilized~~, after the present crop season is ended in preparation fro next year's crop and all of such work shall be done in a good and husbandlike manner and in accordance with the best practices of prudent fruit farmers.

2. It is understood and agreed that in the event of a crop failure by Vis Major or an act of war, the Party of the Second Part shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 1943 without any further payment;

3. The proceeds of the entire crop on the aforesaid lands consisting of twenty-eight (28) acres of black ~~berries~~ currants, three (3) acres of rhubarb and one and one half (1½) acre of early potatoes shall be the entire property of the Party of the Second Part.

4. The Party of the Second Part agrees that the Parties of the First Part shall have the use of the dwelling house on the said lands until he and his family are evacutated.

5. This agreement shall continue from year to year with the consent of the aforesaid Custodian until the Parties of the First Part shall return to resume occupation of the said lands and premises or until it becomes impossible by reason of any Act or Regulation of any Governmental Authority but at the commencement of each year such new arrangements shall be made as may be mutually satisfactory to all parties to this Agreement and to the aforesaid Custodian or his representative.

6. AND it is hereby declared and agreed that these present and everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators and assigns and the masculine shall include the feminine and the singular the plural.

IN WITNESS WHEREOF the Parties of the First Part have hereunto set their hands and seals and Pacific Co-operative Union has hereunto caused its corporate seal to be affixed attested by the hands of the proper officers on its behalf the day and year first above written.

Signed, Sealed and Delivered by Hideo Tainaka in the presence of

Harry Beach

H. Tainaka

Signed, Sealed and Delivered by Yonetaro Tainaka in the present of

Harry Beach

Y. Tainaka

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

L. Middlemiss

PACIFIC CO-OPERATIVE UNION

J. Taylor ..... PRESIDENT

..... SEC'Y-MGR

Dated April 11th, A.D. 1942

****

HIDEO TAINAKA
and
YONETARO TAINAKA

- and -

PACIFIC CO-OPERATIVE UNION

****

AGREEMENT

****

James M. Campbell
Barrister Solicitor
Mission City B.C.

COPY

WESTMINSTER TRUST COMPANY

New Westminster, B.C.

EXHIBIT No. 181-2
DATE 22 June 1949
FILED BY R. J. McCrea

INSPECTION AND VALUATION REPORT

Property: Catalogue No. 674

Location:

Lot Size: 14.85 acres Dwelling size. No Dwelling.

Type of Building:

Basement

Foundation

Number of rooms

Living room
Dining room
Kitchen
Bedrooms
Bath
Toilet

Electric Light Water

Condition of Dwelling

Outbuildings: very small packing shed 6 x 8.

Heating

Plumbing:

Grounds

Remarks: Owing to this acreage not be cultivated and looked after the last year, the value is somewhat lower than it should be.

Date: April 27, 1944. Valued at $200.00 per acre.
$2,970.00
Valuator R. Alstead.

Clement report.

EXHIBIT No. 181-4
DATE 22 June 1949
FILED BY R. J. McMaster

SECTION 1

MRS. MASU TAINAKA Reg. No. 08217 CASE 181

An area alleged to have been in Black Currant bushes situated in the Queensborough district.

This report refers to that area described on the 1942 Tax Notice for Roll No. 8073 issued by the Corporation of the City of New Westminster, B.C.

We have been asked to report as to:

(1) The value of black currant bushes on April 27th, 1944

(2) The value of the above described area for agricultural purposes on April 27th, 1944.

(1) Value of Black Currant Bushes

Examination of the catalogues issued by various nursery organizations here in Vancouver yields information as follows:

Brown Bros. & Co. Ltd, 665 Granville Street.

Catalogues for 1942, 1943 and 1944. Two varieties listed, one red and one black. No age specification. Per plant - $0.25. Per dozen plants $2.50

Catalogue for 1945: Per plant - $0.35 to $0.40

Per dozen - $3.50 to $4.00

Layritz Nurseries Ltd., 2220 Kingsway

The 1942 catalogue appears to have been re-issued for the years 1943 and 1944. A flier which is glued into the front of the book indicates that a general increase of 25% to 30% should be added to the prices quoted.

MRS. MASU TAINAKA Reg. No. 08217 CASE 181

Three red, one white and two black varieties are listed.

Prices	Each	Lot of 10	Lot of 100
1 year old	$0.30	$2.50	$20.00
2 year old	$0.40	$3.50	$30.00

Addition of 25% to the above yields for 1943 and 1944:

1 year	$0.37½	$3.12½	$25.00
2 year	$0.50	$4.37½	$37.50

H. M. Eddie & Sons Ltd., West 41st and Marine Drive.

Mr. Eddie advises that his prices, which are taken from a catalogue, were in 1943, 1944 and 1945:

From 1 to 19 bushes - $0.35 each

20 bushes and over - $0.25 each

and in 1946

1 to 19 bushes - $0.40 each

20 bushes and up - $0.30 each

Ritchies Limited, 840 Granville St.

One red and one black variety listed 1944 - each $0.25

Dozen - $2.50

TABLE 1 SUMMARIZES THE VALUES FOR 1944:

	Each		Quantity
Brown Bros.	$0.25	12/2.50	$0.208
Layritz	$0.37½	10/3.12½	$0.312
	$0.50	10/3.37½	$0.437
H. M. Eddie	$0.35	over 20	$0.25
Ritchies	$0.25	12/2.50	$0.208
Average	$0.345		$0.283

On the basis of these records, we estimate that currant bushes of a minimum of 2 years of age were worth in April 1944 from $0.28 to $0.35 per bush.

Attention is called to the fact that Black Currant bushes bear only on that which is one year old wood. Two year old trees could not bear as much as three year old, three year old trees would not bear as heavily as four year olds. As trees ~~were~~ ARE possessed of more year old wood they become more valuable. According to the "Real Estate Farm Land" data submitted to us, the trees on this land were 2 years old in 1939 and 1940; they would therefore be 4 and 5 years old in 1944. Their producing ability as four year olds exceeds their ability as two year olds; and their money value should be at least double the two year old worth.

The above figures are based on the records of retail prices, wholesale price would amount to possibly 50% to 67% of the retail. We would point out that bushes of more than three years of age would not likely be offered for sale "over the counter". Three year old bushes would be coming into production and would not ordinarily be moved.

(2) Agricultural Value

There are two areas remaining of this holding which still support a number of currant bushes. Tape measurements indicate that the bushes were planted on centres of approximately five and one-half ($5\frac{1}{2}$) feet in the east-west direction and approximately eight (8) feet

MRS. MASU TAINAKA Reg. No. 08217 CASE 181

in the north-south direction. Calculation indicates that there were therefore on the order of 925 to 988 bushes to the acre. The lower of the two figures is possibly the most accurate in that there should be some allowance made for ditching as specified on the "Real Estate Farm Land" data submitted. We confirm that the ditches, or the remains of same, are present. See table 2 for bush-population per acre.

We have made inquiries among the people living beside and around the holding and they advise that the whole area was planted in currant bushes. Two small packing sheds were, we understand, the only buildings on the whole area. At a population of 925 bushes per acre there are 13,597 bushes on the 14.7 acres.

The value of the holdings is therefore:

13,597 bushes @ 62¢ each	$ 8,430.14
14.7 acres of land @ $200.00 A.	2,970.00
Two packing sheds	20.00
	$ 11,420.14

This Company submitted a report in connection with certain former Japanese holdings on January 7th, 1949, in which we refer to the theory of gross returns and capital value as established by a survey carried out by the University of British Columbia. That report indicates that on small fruit farms the capital invested is turned over every 1.1 years or that the gross receipt per annum multiplied by 1.1 yields the warranted capital investment.

MRS. MASU TAINAKA Reg. No. 08217 CASE 181

Mr. E. Stitt advises that records show black currant prices at 15¢ per pound in 1943 and 1944. Retail prices were 22¢ per pound. It is reported that Tainaka marketed produce both fresh-retail and at the canners.

Assuming average production of 5 pounds per bush, we find that 13597 bushes would yield 67,985 pounds of berries which at 15¢ per pound are worth $10,197.75. Applying the 1.1 formula a capital value of $11,217.52 is obtained. We would stress that this figure is rather conservative in that it does not include the possibility of retail sales.

APPRAISAL

By comparison of the two methods of valuing this holding we appraise it at $11,300.00

TABLE 2

PLANTING TABLE FOR BLACK CURRANT BUSHES

Feet Between Centres	Per Side	Feet between centres 1	2	3	4	5	6	7	8
1	208	43264	21632	14421	10816	8653	7280	6181	5408
2	104		10816	7211	5408	4328	3605	3090	2704
3	69			4807	3605	2884	2403	2060	1803
4	52				2704	2163	1803	1545	1352
5	42					1730	1409	1236	1081
6	35						1213	1040	909
7	30							833	773
8	26								676
		208	104	69	52	42	35	30	26

MRS. MASU TAINAKA Reg. No. 08217 CASE 181

SOURCES OF INFORMATION:

1. C.P.C. Hobkirk, City Assessor of the Corporation of the City of New Westminster. Location of property.
2. E. Stitt, Pacific Coast Packers, 2100 McPherson Avenue, Burnaby. Berry prices.
3. C. Anderson, Longtime janitor at Queen Elizabeth School, Queensborough. Information as to extent of currant planting in 1942.
4. R. F. Hines, Principal of Queen Elizabeth School, Queensborough. Information as to extent of currant planting.
5. R. Marshall, 320 Johnston Street, Queensborough. Long time resident across the street from the currant area. Information as to the extent of the planting.

To the President & Members,
Pacific Co-operative Union.

181- 5
EXHIBIT No.
26 Sept 1949
DATE
FILED BY D. T. Braidwood

GENERAL

Farm Labour, Nishiguchi and Tainaka Ranch Disbursements of Cash for Labour.

The Farm Labour expense as shown on Schedule "B" shows a disbursement of $4,449.62. As vouchers for this sumwe have examined payrolls sheets supposedly signed by the employees engaged on this work. We are not satisfied that the signatures shown as being the recipients are those of the payee. Mr J.P. Hansen, your employee in charge of this operation, informs us that other than the payee signed as the payee. We are of the opinion that this procedure is highly irregular and we are not satisfied with this accounting.

The following is a detailed summary of the two properties operated by your Union during the past year:

	Nishiguchi		Tainaka	
Produce Returns		7,666.44		6,158.07 FAIR RETURNS
Paid to Japanese for 1942 period	3,500.		5,000	
Farm Labour account	727.81		609.30	
Cash paid to J.P.Hansen for pickers	3,242.60		2,134.22	
Crates	359.05		(132.59	
Fertilizer	102.30			
Repairs to House etc.	275.01		49.38	
Truck expenses	83.11		73.70	
Management Salaries & expenses	906.75	9,196.63	211.80	8,210.00
Loss on operations		$1,530.19		$2,052.92

19th September 1949.

MEMORANDUM Re Masu TAINAKA (Mrs.) Case 181

With reference to your memorandum re the above case, copy of Pacific Co-operative Union Lease on our file indicates that they agreed to lease the two parcels of land for a crop consideration of $5000.00. Mr. Hunter indicated that on a pro rata basis, a crop on the land owned by Tainaka (15 acres) would be worth $2300.00 and that on the leased land (17½ acres), $2700.00. The acreage of the leased land however, appears to be 22½ acres and on this basis the pro rata apportionment would be $2000.00 for the Tainaka and $3000.00 for the leased land.

17½ under cultiv"

$3500.00 was paid direct to Tainaka and two post-dated cheques of $750.00 each were issued for the balance. These cheques were held by the Custodian and were honored by th e P.C.U., the proceeds ($1500.00) being placed to the credit of Tainaka's account on April 17, 1943.

The auditors for the P.C.U. were Crehan, Meredith and Company and in their report of December 18, 1943 a summary of the operations under the Tainaka agreement shows a net operating loss of $2052.92. There is a provision in the Lease that in the event of crop failure, the P.C.U. will have a right to use the lands and premises and the crops thereof for the year 1943. Under the provision the 1943 crop belonged to the P.C.U. without further payment.

We uhderstand, however, that the P.C.U. did not consider it worth while to do any work on the property in 1943, although it was held by them under the above lease agreement and they abandoned the property in 1943, stating that it would be too costly to bring the bushes back into full production. It was their contantion that the bushes were planted too closely together and due to the swampy low lying land, plants were subject to rust and mildew.

The Custodian at this time made arrangements with Mr.J.P. Hansen for 8½ months for $750. Failing to pay this amount, Hansen was allowed to continue use of this property for 1944 for a further consideration of $300.00, having been financed by the P.C.U. An amount of $525.00 was received by the Custodian on 29th Feb.1944 and $525.00 on 9th January 1945.

The P.C.U. filed a claim against Tainaka with the Custodian on the grounds of a crop acreage shortage of $2400.00. The Custodian did not recognise the claim and no further action was taken by P.C.U. in this regard.

We are informed by Mr.J.J. Johnston, Barrister of New Westminster, that Tainaka purchased Lot 25 (15 acres) from Mrs.W.S. Collister under an Agreement of Sale on June 13, 1939 for $1200.00 and received title to the property on April 17, 1942.

Our Mr.Johnston has just had an interview with Mr.Alstead, the appraiser for the Westminster Trust Company and Mr.W.D. Bowden and Mr. A.B. Kennedy, also of that firm. They informed him that at the time of the appraisal it was their considered opinion that the black currant bushes added no value to the property, and in fact were a detriment to it, as they had not been cultivated or pruned. The bushes were absolutely no good when he appraised the property.

Weeds had grown up around the plants and the soil was wet and mold and rust had set in. The currants on the bushes at that time were of no commercial value. For this reason no reference to the bushes or value for same was mentioned in their report. This would indicate that any depreciation which had taken place occurred during the period when this property was under the lease arrangements made by Tainaka with the P.C.U. Mr.Bowden of the Westminster Trust stated that in his opinion $200.00 an acre was a good price to obtain for this property at the time it was sold. He stated that they would have been glad to have sold the 22½ acres of leased land at approximately this figure. The Westminster Trust informed our Mr.Johnston that Tainaka had been paying $400.00 a year for the use of the leased portion of the property and that in 1948 Westminster Trust rented this same property for $200.00 the first time it had been leased since Mr. Hansen (the operator) had left.

This property was included in our catalogue under Parcel 674 and was advertised and tenders called for on 1st May 1944. The only tender received was for $1500.00 which was rejected.

On June 3rd, 1944 an offer was received for $3000.00 from Mr. and Mrs. A Simek, which was accepted. (There is no connection at all between Mr. Simek and Mr.Shimek who was the Manager of the P.C.U.)

We have no actual knowledge as to why the purchaser sub-divided the land. It might, however, be an indication that he did not consider it worth while to operate it as a black currant farm. (Mr.Simek has returned to Austria).

An inspection of this property at the present time indicates that berry bushes are still in evidence, the owner of one acre of the sub-division, Mrs. Warner, advising that she had picked about 400 lbs. of black currants and had sold them to the cannery for 22c lb.

(Sgd.) F.G. SHEARS