Name of Claimant TAKENAKA, Sakae Case 827

Custodian File 8636

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	
					1023.						1727.00

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	
90.00	46.25	13.87	51.39%	78.50	40.34			54.21

TOTAL RECOMMENDATION	1781.21

CASE NO: 827.

JAPANESE PROPERTY CLAIMS COMMISSION

Winnipeg, Manitoba,

April 13th, 1948.

IN THE MATTER OF THE CLAIM OF

SAKAE TAKENAKA.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 827.

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).

Winnipeg, Manitoba,
April 13th, 1948.

IN THE MATTER OF THE CLAIM OF

SAKAE TAKENAKA.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
S.M. CHERNIACK, Esq.,	appearing for the Claimant.

&

A. WATSON, Esq.,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
T.P. HORROBIN, Esq.,	Official Reporter.

MR. CHERNIACK: The next claim is No. 39 on the list, my lord, Sakae Takenaka. I have taken it out because the claimant's son has come in specially from Ontario for this hearing.

May I first ask leave to amend this claim? my lord? I would like to amend the value of the real estate.

THE COMMISSIONER: Yes, Mr. Cherniack.

MR. CHERNIACK: The amendment, my lord, is for the value of the real property at $5000.00. The sale is shown correctly as $1023.00, and the loss is therefore $3977.00. The chattel claim, my lord, the value is $244.50, sold for $46.25, the net is $198.25.

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

DIRECT EXAMINATION BY MR. CHERNIACK:

Q Mrs. Takenaka, I show you a written statement. Was this prepared in accordance with your instructions and with the assistance of your son?

A Yes, with my son. My son supplied most of the information.

Q Is this your signature, Mr. Takenaka?

A Yes.

Q Do you swear the contents to be true to the best of your information and belief? A: Yes.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. CHERNIACK: My lord, I am not proceeding with the filing of the chattel claim. I intend to call the son to support these rather than the mother,

because he is better able.

THE COMMISSIONER: Very well.

MR. CHERNIACK: Q: Mrs. Takenaka, I show you another written statement. Was this prepared on your instructions with the assistance of your son?

A Yes, with the assistance of my son.

Q Is this your signature? A: Yes.

Q And do you swear the contents to be true to the best of your information and belief?

A Yes.

(STATEMENT MARKED EXHIBIT NO. 2).

THE COMMISSIONER: Where is thisland situated, Mr. Cherniack?

MR. CHERNIACK: I haven't come to that, my lord.

MR. HUNTER: It is near Kennedy, my lord.

MR. CHERNIACK: Three-quarters of a mile from Kennedy, my lord, 5 miles from New Westminster. That is all for this witness, my lord.

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

MR. HUNTER: Did I understand from my learned friend t that the second witness will be able to answer any questions pertaining to the chattels?

MR. CHERNIACK: That is correct.

MR. HUNTER: There are no questions, my lord.

MR. CHERNIACK: That is all.

THE COMMISSIONER: That is all, thank you, Mrs. Takenaka.

(Witness aside)

RIKIO TAKENAKA, a witness called on behalf of the claimant herein, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. CHERNIACK:

Q Mr. Takenaka, I show you Exhibits 1 and 2. Do you identify these as the statements which I prepared at your instructions? A: Yes, I do.

Q And are the contents the truth, to the best of your knowledge and recollection?

A Yes, they are.

MR. CHERNIACK: On behalf of my learned friend, my lord, I might file the appraisal as Exhibit 3.

(APPRAISAL MARKED EXHIBIT NO. 3)

MR. CHERNIACK: My lord, Exhibit 1 contains the information that the property was purchased for $1800.00 from a Mr. Nagasaka in 1927, at which time 3½ acres of land were already cleared and there was a small house, 28 x 12. The claimant, or rather the claimant's husband, erected a picket fence, constructed some 200 feet of cedar covered ditching, and dug two wells, and in addition the deceased, that is the claimant's husband, together with the witness here, built the buildings which are listed on Exhibit 1, and there showing the estimated values of these buildings. Exhibit 3, the appraisal report, my lord, lists a large number of these buildings and states that they are poor, and only two chicken houses are listed as good and the remaining are either poor or fair. The comment on Exhibit 1 states that, "Although the house was old, it was always kept clean and

in good condition and was very habitable. The land was very good for smallfruits and the location excellent for marketing of produce." The total estimated value of the buildings, my lord, is in the neighborhood of $3500.00 in Exhibit 1. Exhibit 3 shows the value as $1780.00 and only adds $800.00 to the value of the land, showing a total valuation on page 2, which is $800.00 plus the land, making $1042.50 which the District Superintendent, Mr. Barnett, raised to $1200.00.

Q Mr. Takenaka, at the time that you were evacuated, what was the condition of these buildings?

A They were in good condition.

MR. CHERNIACK: Now, coming to Exhibit 2, my lord, the personal chattels, this list contains all the chattels claimed.

THE COMMISSIONER: Yes.

MR. CHERNIACK: I have shown the estimated value at the date of evacuation and I have shown, or attempted asmuch as possible to copy the Custodian's remark in the final margin showing the amount for which it was sold, and in respect of certain items, there are question marks there because the analysis does not give that information. The statement on this personal chattel list says, "These goods were left on our property. The tenant was to live in the house, but was not to use the above articles."

Q Was this tenant, witness, farming on the land?

A No, he was working out.

Q Was he making use of the chicken house?

A Well, it was understood he was going to use only a couple of rooms to keep two or three hundred chickens for his own use, but not for a living.

MR. CHERNIACK: The statement goes on to say, my lord, "In the case of used articles I have depreciated the values in accordance with their age and use." Have you the lease, Mr. Hunter?

MR. HUNTER: I have two leases.

MR. CHERNIACK: I mean the lease they entered into.

Q Of these items for which you are claiming -- if I could have the exhibit, my lord, or I could show him this copy -- could you tell us which items the tenant was allowed to use, and which he was not to use? A: Yes, I know.

Q Could you just indicate those which he was permitted to use, to the best of your recollection?

A Do you want me to point them out to you?

Q Yes, please.

A Well, about two or three of these water troughs.

Q Yes, two or three water troughs.

A And two scrapers.

Q Manure scrapers.

MR. HUNTER: What was the first item?

MR. CHERNIACK: Two or three of the water troughs. There is an item there, 14 galvanized water troughs.

THE WITNESS: And a saw and stepladder and hoes.

Q That is the one Dutch hoe?

A That is right, and the other garden hoe--the three hoes. That is about all.

Q That is about all tothe best of your recollection. Do you have a copy of the list of items which he was allowed to use? A: I did have, but it was lost.

MR. CHERNIACK: My lord, I could for your convenience make a note opposite the items.

THE COMMISSIONER: If you would just mark them with a cross. Water troughs, saw, stepladder, and scrapers.

MR. CHERNIACK: My lord, I would ask the Custodian to produce a copy of the letter from him to the claimant dated May 30th, 1944.

THE COMMISSIONER: This is the claimant's letter, is it?

MR. CHERNIACK: No, my lord, this is a letter from the Custodian to him. I would like to file this as an exhibit, my lord, and if I might read into the record the final paragraph of this letter which is dated May 30th, 1944.

"Regarding your inquiry about disposal of your equipment, all chattels are still on the property but will be liquidated by sale through public auction in due course."

(LETTER MARKED EXHIBIT NO. 4).

THE COMMISSIONER: Is there any reference in the letter as to what "all chattels" means? Does that refer to any previous reference to chattels?

MR. CHERNIACK: I couldn't find any in the file which was loaned to me. There may have been.

THE COMMISSIONER: I suppose you seek to have it read against the author?

MR. CHERNIACK: I will check it to make sure.1 No, my lord. May I ask my learned friend, my lord, if a subsequent lease entered into between the Custodian and some tenant in November, 1942, included certain of this equipment?

MR. HUNTER: What was that again?

MR. CHERNIACK: There is a lease entered into by the Custodian in November of 1942. Was there equipment included in the lease of chattels?

MR. HUNTER: Yes, there is some here.

MR. CHERNIACK: May I ask whether there was an apportionment of the rent for the use of those chattels?

MR. HUNTER: I don't think so. You can examine it, if you wish.

MR. CHERNIACK: My lord, I don't know if you wish to have this lease filed. I can read in just the important portions -- just a few items.

THE COMMISSIONER: If you read it, I think it might be as well to file it. Some question may arise about it.

MR. CHERNIACK: Yes, my lord. I would like to file a lease dated the 10th day of December, 1942, produced from the Custodian's files and entered into between the Custodian and Simon Grauwelman. The lease lists several chattels which are included in the rental, and these chattels are 3 electric brooders and 1 old coal brooder complete, 14 galvanized feed troughs, 4 crock chick fountains, six galvanized water fountains, and 2 incubators, my lord. I believe that all these items are in

the list in the claim.

THE COMMISSIONER: Yes.

MR. CHERNIACK: I think my learned friend has said there was no apportionment of rent for the use of them.

MR. HUNTER: Well the lease speaks for itself.

MR. CHERNIACK: I don't know the bookkeeping system of the Custodian, that is why I asked.

THE COMMISSIONER: I will have to read the lease, Mr. Cherniack, anyway.

(LEASE MARKED EXHIBIT NO. 5).

THE COMMISSIONER: Yes, Mr. Hunter.

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted that the chattels sold were sold for their fair market value. It is submitted that a number of the chattels were left under the custody, control or management of some person other than the Custodian, appointed by the owner, andaccordingly only those chattels which came under the custody, control or management of the Custodian are within the terms of reference. It is submitted that the prices asked for goods not sold by the Custodian are exorbitant.

THE COMMISSIONER: Now referring to your indicated defence of agency, do you rely on the lease created by the tenant to support that defence?

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: All right.

MR. HUNTER: And also, my lord, insofar as use may affect value.

THE COMMISSIONER: Yes.

MR. HUNTER: That is the subsequent tenant.

THE COMMISSIONER: There might be depreciation. How long was the first tenant in possession of the premises?

MR. HUNTER: From the 6th of May until March, I believe, 1942. I would file the analysis of the personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 6).

MR. HUNTER: I see there is a notation on the first lease that this was taken over by S. Grauwelman as from October 1st, 1942, -- that is that the first lease was taken over. So apparently he merely took this over for the balance of it and had a new lease after. I am afraid my conclusion is wrong. He must have arranged for a new lease because this lease was for the duration.

THE COMMISSIONER: Therefore invalid.

CROSS-EXAMINATION BY MR. HUNTER:

Q Is that signature there the signature of your father?

A That is my mother.

Q Your mother; I see. And do you know whether we could get a copy of the schedule which would be attached to the lease showing the inventory of goods?

A No. We were looking for it ourselves, but evidently it was lost.

Q Where is the other copy of the lease, do you know?

A We can't find any other.

Q I suppose the tenant had it, did he?

A He most probably did have, yes.

Q But this is the lease that was made by your mother, a copy of it or an original copy?

A Yes.

Q Were you aware of this lease at the time it was made?

A Yes, I was aware of it.

MR. HUNTER: This is a lease dated the 6th day of May, 1942, between the claimant and Robert Archie Sutton. It is for the duration , or termination on two months' notice from the 15th of May, 1942, at a rental of $12.00 per month and has a provision being, "Said lessee to have full use of equipment, as per list attached. Lessee to pay for any equipment missing at expiration of lease." But there is no list attached, my lord.

(LEASE MARKED EXHIBIT NO. 7).

MR. HUNTER: Reference is made to Exhibit 6, my lord, the analysis. It will be seen there that the four incubators under the remarks were taken to auction but the auctioneer was unable to sell them. There were no bids, my lord. Your Lordship will recall at that time there was a bit of a glut in incubators.

THE COMMISSIONER: Yes.

MR. HUNTER: Q: These incubators, I suppose, were oil or coal? A: They were oil.

Q That is heated by coal oil, is that it?

A That is right.

Q I see they were bought respectively in 1937 and 1938. I suppose they were used each year after that, were they? A: Yes, that is

right.

Q How often did you use them? A: Just once a year.

Q They were respectively four and five years old then when you left? A: Roughly that, yes.

Q Well, I notice in the things that we were permitted to check with your Exhibit 1, that you did not include those as things which were included in your original list. Are you sure those weren't on that list?

A Which list is that?

Q That is the list which the lease states is attached, but it isn't there. A: I am positive of that. He had no use for them.

Q What do you mean, he had no use for them? He didn't like them or he couldn't use them?

A He didn't have use for them. He had a job at the peat place a few miles away and was going to use the premises to live in and was not going to make a living out of farming or anything like that.

MR. HUNTER: The auction at which they could not be sold, my lord, was in 1945. I think in fairness to the claimant, we should indicate that in 1943 we did receive an offer of $10.00 for the incubators.

THE COMMISSIONER: For each of them, is that it?

MR. HUNTER: No, my lord.

THE COMMISSIONER: For the lot?

MR. HUNTER: He was only talking about -- wait a minute, now, my lord, maybe I have confused this with the brooders--no, I am sorry, my lord, that was an offer for the three electric brooders, and I don't

think he is claiming for those.

THE WITNESS: No, it isn't in.

MR. HUNTER: The assessed value of the land, my lord, was $$250.00 for the land, and $1500.00 for the improvements, a total of $1750.00. The taxes were $16.25 a year.

THE COMMISSIONER: Whatyear was that, 1942?

MR. HUNTER: It doesn't indicate it in the memo. I will see if I can find the assessment notiee. I should think it would be 1942 or 1943, my lord, because it was a V.L.A. sale and we wouldn't be having assessment notices after that time.

THE COMMISSIONER: What did you say the taxes were?

MR. HUNTER: They were $16.25, my lord.

THE COMMISSIONER: I observe in Exhibit 3 the taxes are shown as $16.25, and that report was made the 1st of August, 1942, so I would say it was the 1942 assessment.

MR. HUNTER: I think that is a fairly safe assumption, my lord. The sale price, as my learned friend has shown, was $1023.00. It will be noticed in Exhibit 6, the analysis, that there were a number of items abandoned and it is impossible to definitely say what happened to these feed troughs and water troughs,because they are not listed individually and there were a large number of them abandoned as worn out and useless and which ones are which, can't be said, my lord. The tenant had the use of some of them.

THE COMMISSIONER: The substantial item is the 4

incubators in the abandoned column.

MR. HUNTER: Yes, my lord. I merely mention it to show we haven't claimed they were abandoned because we can't definitely allocate them but there were a large number that were abandoned, the galvanized and wooden ones.

THE COMMISSIONER: Well, I gathered from your earlier remark in regard to these incubators that you said there is a possibility they were abandoned by reason of the glut of incubators on the market at that time. An attempt was made to sell them, is that the situation? That could be an explanation.

MR. HUNTER: That might be, my lord, but on the other hand I think they would have been sold if there had been a bid. As far as I know, there was no reserve bid on them.

THE COMMISSIONER: But I fancy just at that time, between 1943 and 1945, there were agreat many Japanese chicken properties that were put on the market with similar chattels?

MR. HUNTER: Yes, my lord, and there wasvery little market for these coal or oil incubators at that time. Everybody was going in for electricity which I am told, and I am no expert on it, were much more consistent with heat and much less trouble and as a result were more popular.

THE COMMISSIONER: Have you any idea what the comparative price of a new oil burner incubator and a new electric one would be?

MR. HUNTER: No, no, I haven't.

THE COMMISSIONER: Q: Have you any information on that subject? A: No, I wouldn't know.

MR. HUNTER: Of course there were areas where you couldn't use electric ones because there was no electricity.

THE COMMISSIONER: Yes. We will have some expert evidence on it later, I suppose.

MR. HUNTER: That is all, my lord.

THE COMMISSIONER: Any re-examination, Mr. Cherniack?

MR. CHERNIACK: No, my lord, except to comment that we will argue that any depreciation was due to the rental by the Custodian to a party whom the claimants didn't know, and that no apportionment was made for rent, and when these chattels were sold they had been used by the Custodian's tenants.

THE COMMISSIONER: I will worry about it whenI come to it. It does not appear we will get there for some little time.

MR. CHERNIACK: Yes, but I thought I might mention it for my friend.

(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 827. NOV 28 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

8626

39

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

(1) NAME TAKENAKA (Print) Surname Sakae Given Name (RCMP) Reg. No. 09064

(2) Pre-Evacuation Address R.R. #1, New Westminster, B.C.

(3) Present Address 704 Government Avenue, Winnipeg, Manitoba.

(4) REAL ESTATE

(a) Street Address (if any) 1346 Gibson Road, Kennedy, B.C. City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Municipality of Delta, Lot 80 of Lot 440 Group 2 Map 1133 in the District of New Westminster.

(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 - - - - - - - - - - - - - - - - $ 2,500.00
(ii) Buildings - - - - - - - - - - - - - - - - $ 4,560.00 amended
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ ~~7,060.00~~ 5000-
(v) Amount at which Custodian sold property and credited your account - - $ 1,023.00 ✓
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ ~~6,037.00~~ 3977.

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation 1346 Gibson Road, Kennedy, B.C.

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

(c) How stored or packed at time of evacuation Loose

(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 care of Custodian

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

1.	Chattels as per list attached (Custodian Inventory of Chattels File #8636)	Estimated Value $ 333.40 244.50
2.		Estimated Value $
3.	Sold by Custodian Re: Auction Sale	~~Estimated Value~~ $ 58.17 96.25
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 $ 275.23 198.25

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) - $ 6312.23

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

(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)
Province of Manitoba)
TO WIT:)

I, Sakae Takenaka of the City
of Winnipeg in the Province of Manitoba

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 Winnipeg)
in the Province of Manitoba)
this 14th day of November)
A.D. 1947.) Sakae Takenaka

A BARRISTER AT LAW ENTITLED TO PRACTISE IN THE PROVINCE OF MANITOBA 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.

LIST OF CHATTELS

In House

1 Coffee table	$ 5.00	
5 Kitchen chairs	$ 5.00	
1 Kitchen sink	$ 5.00	
1 Table	$ 1.00	
Linoleum on 2 floors	$ 5.00	
	$21.00	$ 21.00

Woodshed

Small quantity of lumber in outside shed just back of house $ 50.00

Egg house

4 Incubators	$80.00	
1 Step ladder	$ 1.00	
	$81.00	$ 81.00

In Chicken house

1 Old brooder complete (coal)	$ 5.00	
1 X cut saw	$ 2.00	
2 Spud diggers	$ 1.00	
1 Crow bar	$ 1.00	
3 Hoes	$ 2.00	
1 Pick	$ 1.00	
1 Sledge Hammer	$ 1.00	
1 Spade	$ 1.00	
1 Peevee	$ 1.00	
1 Dutch hoe	$ 1.00	
1 Shovel	$ 1.00	
2 Manure scrapers	$ 1.00	
14 Galv. water troughs	$15.40	
11 Wooden mash troughs	$33.00	
17 Galv. feed troughs	$ 8.50	
4 Crock fountains	$ 4.00	
2 Galv. ½ Gal. fountains	$ 2.00	
3 " 1 " "	$ 4.50	
1 " 2 " "	$ 4.00	
	$89.40	$ 89.40

Incubator House

2 Large rolls chicken wire netting $ 56.00

Outside

Large quantity chicken fencing $ 36.00

~~$333.40~~
244.50
46.75
$ 198.25

amended. Sold for

Sakae Takenaka
(Claimant's Name)

REAL ESTATE
(Farm Land)

09064
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 1½ acre Cultivated not planted 3¼ acres. Cultivated and ~~not~~ in crop List Crops Black currants ¼ acre.	5 ±	1927	Mr. Nagaoka	$1800.00	3½ acres cleared	a small house (28'x12')	Land & Improvements $3000.00

Total ¼ acre (about)

EXHIBIT No. 827-1
DATE 13 Apl 1948
FILED BY
L. M. Chermack

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

Description	When Made	Cost
Erected Picket fencing about 300 ft. Constructed about 200 ft. of cedar covered ditching Dug 2 wells.		

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Built on house	Kitchen 16x10'	Frame shingle roof - on posts V joints painted	1933	Hired & own labour & bought material done by Father (deceased)			- House & kitchen	$1000.00 50.00
Wood shed	8'x26'	Frame shingle roof - on posts.	1930	"	"	"	"	"
1 Chicken house	20'x60'	Frame on post - shingle roof. Fir flooring	20'x20' (1937) extension 20'x40' (1941)	"	"	"	"	400.00
3 Chicken houses	16'x16' each	Frame on posts shingle roof - fir flooring	about 1933-34	Hired & own labour & bought materials done by father				150.00
1 Chicken house	20'x100'	Frame on posts shingle roof. Fir flooring	- 1941 -	Hired & own labour & bought material				800.00
1 Chicken house	20'x80	Frame on posts shingle roof fir flooring	1929 & 1934	Hired & own labour & bought material constructed by father (Deceased)				1000.00
" " "	20'x100'	" " " " "						
Feed house	20'x20' - 2 story	Frame on posts, shingle roof	1934					200.00
Incubator house	14'x16'	- Frame on post shingle roof - fir floor.	1938	"	"	"	"	30.00
2 Colony houses	10'x14'	- Frame on runners shingle roof wire floors	- 1941 -	Hired & own labour & bought material				

Comments re Appraiser's report not covered by above information:

Comments
Although the house was old it was always kept clean & in good condition and was very habitable. The land was very good for small fruits and the location excellent for marketing the products. I consider the valuation too low and the fair market value at date of sale to be at least $5000.00

Sakae Takenaka
Signature

Sakae TAKENAKA
(Claimant's Name)

PERSONAL CHATTELS

09064
Reg. No.

	Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation	
	Lumber, shiplaps + 2"x4"	1941	New	50 00	unused	50 00	Sold
	3 Chanter Incubator	1937	used	150 00	good	80 00	No acct
	1 Canadian "	1938	new	85 00	"	80 00	abandoned
x	1 step ladder	1941	new	3 00	"	1 00	abandoned
x	1. Cross cut saw	1940	new	4 00	"	2 00	
	2. spud diggers	1940	new	3 00	"	1 00	
	1 crow bar	1939	new	2 00	"	1 00	
x	3 hoes	1941	new	3 75	"	2 00	3.-
	1. ~~Spade~~	1941	new	1 75	"	1 00	
x	1 dutch hoe	1941	new	1 75	"	1 00	
x	2 manure scrappers	1940	new	3 00	"	1 00	
20-3	14 Galvanised water troughs	1941	new	15 40	"	10 00	
	11 Wooden mash "	1941	new	33 00		22 00	20.-
	17 Galvanized pail "	1941	new	8 50	"	5 00	
	4 Crack ~~foundation~~ Pans	1941	new	4 00	"	3 00	1.50
	2 Galvanized ½ gal fountains	1941	new	2 00	"	1 50	?
	3 Galvanized 1 gal "	"	"	4 50	"	4 00	?
	1 Galvanized 2 gal "	"	"	4 00	"	3 00	?
	Chicken wire	"	"	56 00	unused	56 00	21.75
					total value	244.50	46.25
					Sales	46.25	
					Net loss	198.25	

Description of ~~Storage of Goods~~:

These goods were left on our property. The tenant was to live in the house, but was not to use the above articles.

General Statement as to Chattels not Described above:

Additional Comments, if any: In the case of used articles I have depreciated the values in accordance with their age and extent of use.

EXHIBIT No. 827-2
DATE 13 apr 1948
FILED BY
R. M. Chenoweth

Sakae Takenaka
Signature

BC-413-P.
BC-2382-A

BC/413-P
BC/2382-A

S.S. Form No. 43
(Sheet 1)

Farm Appraisal Report

File No. J.L.710

Land Description Lot 80, D.L.440 Gp.2 Map 1133.

1346 Gibson Road. Containing 4.55 Acres

Owner's Name TAKENAKA, Sakae Post Office Address R.R.#1, New Westminster

Nearest Rail Point Kennedy, B.C.E.R. Distance ¾ mile

Market Town New Westminster, B.C. Distance 5 miles

Church (give denomination) Roman Catholic (Scott Rd.) Distance ¾ "

Nearest School Kennedy Distance ½ "

State how property was identified: By map, roads and local inquiry.

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

At 1346 Gibson Road ½ mile west of Scott Road, gravel, fair.

Is this district a good one? Not a good farming district; soil mostly gravelly, better for poultry.

Employment opportunity Seasonal on farms; established industries located along the Fraser River about 4 miles distant.

Predominating Nationality and religion: British; Protestant.

Describe Fencing and its condition: Picket and wire fence three sides; poor. Value $

Water supply: From well, part wood-cribbed; then hardpan. Wells in district usually go dry during dry year. Value $

8636

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	4 x 10 12 x 38 8 x 8	Frame	7'	Shgl.	30	on ground	Poor	$100.00
Woodshed	16 x 26	"	8'	"	20	" blocks	"	25.00
BARN Shkn.Hse	8 x 18	"	4'	Shks	20	" logs	"	no value
Shed	16 x 18	Boards	9'	"	20	Posts	"	" "
BARN Shkn.Hse	20 x 60	Frame	6'	Shgl.	1	Ced.blks.	Good	300.00
" "	16 x 16	"	6'	"	10	" "	Fair	25.00
GRANARY "	16 x 16	"	6'	"	10	" "	"	25.00
" "	16 x 16	"	6'	"	10	" "	"	25.00
" "	20 x 100	"	6'	"	new	" "	Good	500.00
" "	20 x 200	"	6'	"	5	" "	"	750.00
Bath Hse	8 x 9	"	6'	"	10	" "	Fair	no value
Incubator Hse	14x16	"	6'	"	10	on ground	"	" "
2 Colony Hses	10X14 each	Frame	3'	"	5	ced.blks.	"	$15.ea.-30.00

Electric light in buildings

Total present day value $ 1780.00

Total Value Buildings add to farm $ 800.00

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable? House in poor shape, hardly worth repairs. Boarded inside and has been painted, so is quite habitable. $

Describe the basement and chimneys: No basement; stovepipe chimney.

No. rooms downstairs? 4 Upstairs? nil How finished boarded. EXHIBIT No. 827-3

Are buildings painted? No Condition of paint DATE 13 Apr 1948

Distance from nearst bush 100 yards. FILED BY J.M. Chernick

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

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
.80	Level	Sdy & gravelly loam 12 to 15"	Gravel, hardpan.	Buildings	$50.	$40.00
2.00	"	Bl.loam 18-24".	Clay	Bl.currants,good; hay and sod.	75.	150.00

Area which can be cultivated without cost other than for breaking.

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE	TOTAL
.35	Level	Black loam 18-24"	Clay	Some scrub.	$70.	24.50

Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	TOTAL
.48	Level	Bl.loam 18-24"	Clay	Second growth & stumps.	$100.	$20.	9.60
.92	"	" "	"	Clearing of bush; some cordwood.	150.	20.	18.40

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

Total value of Land $ 242.50

Total added by buildings to value of farm $ 800.00

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

Total value of farm $ 1042.50

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Farm not in a good state of cultivation; mostly in hay sod and balance weedy. Rented to R.A.Sutton for duration of war or until Jap returns at $12. per month. Rental paid to B.& K.Company.

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

Noxious weeds: Some thistles.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Corporation of Delta.
Taxes $16.25.

Date: July 30th, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 29th day of July 1942.

Inspector's Signature "R.W.BROWN"

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

Farm Appraisal Report

TAKENAKA, S.

Remarks: Property is located at 1346 Gibson Road about ½ mile west of the Scott Road. The soil on the front portion of lot, about .8 of an acre, is a sandy and gravelly loam and the soil on the balance of lot is a black loam of good depth. The black currants on the 0.3 of an acre are good, and the balance of cleared land is in garden, hay and sod and building sites. Little work has been done on the lot this year and it is not in a good state of cultivation. About 0.35 of an acre is almost ready for the plow, and 0.48 of an acre has been slashed, but there is now second growth and stumps to be removed. The bush is fairly heavy clearing with some cordwood. The dwelling is merely a shack and is old. It is boarded and painted inside so is quite habitable. The chicken houses are in fair to good condition; some fencing on property but not in good shape. Water is obtained from a well, but wells in the area usually go dry in a dry year. There is electricity in the buildings.

(FOR ORCHARD LANDS ONLY)

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

There are a few fruit trees but of no commercial value.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

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

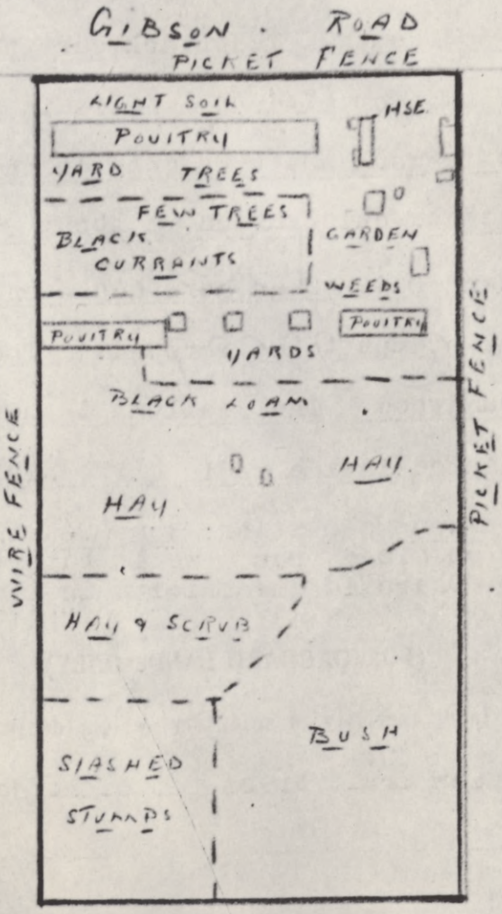
	Present Value
Approximate acreage in small fruits - 0.3 acs.	$
black currants.	$
	$
	$
	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

Diagram of Property

N

SCALE 20'H = 1"



LOT 80 DL 440, Grp 2, Map 1133 - 4.55 AC

R.W. BROWN

Following careful review of this appraisal report, it is my opinion that the present value is $ 1200.00

Date 1st August 19 42

"I.T.BARNET"
District Superintendent.

8636

May 30, 1944.

Mrs. Sakae TAKINAKA,
Registration No. 09064,
Hulton P. O.,
St. Vital, Manitoba.

Dear Madam:

We are in receipt of your letter of May 12, 1944.

Your remarks have been carefully read and we can appreciate that the disposal of your property will be a matter of personal concern. However, the sale of properties to the Director, The Veterans' Land Act was carried out as a part of a policy of liquidation outlined by Ottawa on the basis of appraised values.

Your letter has been placed upon our files so that your comments in regard to this sale will remain on record but we can only advise you that we are unable to consider any alternative in regard to this matter.

Regarding your enquiry about disposal of your equipment all chattels are still on the property but will be liquidated by sale through public auction in due course.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

EXHIBIT No. 827-4
DATE 13 apl 1948
FILED BY
R. M. Thennack

Lease No. 78 File No. 8636

This Indenture,

Made in triplicate this Tenth day of December A.D. 1942.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

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

Hereinafter referred to as the LESSOR OF THE FIRST PART.

And:

SIMON GRAUWELMAN, (Farmer) of R. R. No. 1, New Westminster, Province of British Columbia.

Hereinafter referred to as the LESSEE OF THE SECOND PART.

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

Lot Eighty (80) of Lot Four hundred and Forty (440), Group Two (2), according to a registered map or plan thereof deposited in the Land Registry Office, City of New Westminster, Province of British Columbia, and therein numbered Eleven hundred and Thirty-three (1133). (Also known as - 1346 Gibson Road.)

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining, saving and excepting thereout sufficient space to be reserved for the sole and exclusive use of the Lessor in storing certain chattels and effects now on the premises.

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

3 Electric Brooders & 1 Old Coal Brooder Complete
14 Galv. Feed Troughs
4 Crock Chick Fountains
6 Galv. Water Fountains
2 Incubators

EXHIBIT NO. 827-5
DATE 13 apl 1948
FILED BY R.M. Chenniack

from the Fifteenth day of November A.D. 1942, (or from the date hereof) for the term of - One (1) - years thence ensuing and fully to be determined on the Fourteenth day of November, 1943.

Yielding during the said term therefor the clear (annual) rent of $108.00 ---------- One hundred and eight ---------- Dollars, of lawful money of Canada, payable to the Lessor at the Office of the Custodian, Vancouver, British Columbia, on the following days and times, that is to say: Nine Dollars ($9.00) monthly the first payment to be made on the Fifteenth day of November, A.D. 194 . and the further sum of Nine Dollars ($9.00) on the Fifteenth day of each and every month thereafter until the said term has been completed.

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

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

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

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

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

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

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

(e) ~~To keep the hired chattels insured in the name of the Lessor throughout the term against loss or damage by fire to the full insurable value thereof with some reputable insurance company~~.

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

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

4. **Provided Always** and it is expressly agreed that if the rent hereby reserved, or any part thereof, shall be unpaid for fifteen (15) days after any of the dates after which the same ought to have been paid although no formal demand shall have been made thereof, or in case of the breach or non-performance of any of the covenants and agreements herein contained on the part of the said Lessee, his heirs, executors, administrators and assigns, or if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the Lessee shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent, shall take the benefit of any act that may be in force for bankrupt or insolvent debtors, or in the event of the Lessee failing to keep possession of any of the said chattels, then in any of such events the then current year's rent shall immediately become due and payable, and it shall also be lawful for the said Lessor, his successors in office or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy as of his or their former estate, anything herein contained to the contrary notwithstanding.

5. **Provided Further** that if at any time during the term the hostilities in which His Majesty is presently engaged shall have ceased the Lessor may terminate this lease by giving the Lessee one (1) month's notice in writing to vacate the premises, and such notice having been given this lease shall terminate at the end of the said month notwithstanding that it may not be at the end of the current year of the tenancy, and such notice shall have been deemed to have been received by the Lessee on the date on which it shall have been deposited in the Post Office at Vancouver, British Columbia, and mailed and addressed to the Lessee at ,

British Columbia; Such notice may also be served upon the Lessee personally or by posting it on any part of the said premises if vacant, or by serving it upon any grown up person on the said premises if occupied and if the Lease shall terminate as herein provided on any day other than the

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

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

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

Signature of the Lessor.

Signature of the Lessee.

last day of the year of the tenancy the rent for the year in which the lease terminates as aforesaid shall be apportioned by charging the Lessee a reasonable rent having regard to the stipulated rent, and the opportunity of the tenant to have obtained or to obtain the crops in that year, reserving to the Lessee the right to re-enter upon the demised premises to cultivate and harvest crops maturing in the year of the tenancy in which the termination occurs unless the incoming occupant shall pay to the Lessee a fair value for the crops maturing at the time of the termination, which value shall be determined by a person appointed by the Lessor or by an authorized Deputy of the Lessor in his capacity of Custodian from those persons to whom may be delegated any power or duty conferred or imposed on the Custodian.

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

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

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

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

M. A. Page.

(G. W. McPHERSON)
Authorized Deputy of the Secretary of State and/or Custodian

Signed by the said Lessee in the presence of:—

E. Carlson

R. M. Anderson.

Louis L. Graumelman

Approved by the Director of Soldier Settlement of Canada. as to land.
By his authorized representative.

W. S. Barnett
District Superintendent.

Dated A.D. 194

THE SECRETARY OF STATE
OF CANADA

— and —

SIMON GRAUWELMAN

Lease

(YEARLY BASIS)

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

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 8636 EXHIBIT No.

NAME (Mrs.)Sakae TAKENAKA REG. No. 09064

DATE
DECLARATION May 7/42
EVACUATION May 18/42

INVENTORY
TAKEN BY
DATE

All to be left in house at 1346 Gibson Rd., RR#1, New Westminster.

(Chattels leased to new tenant Robert Archie Sutton with property).

3 Beds
2 Bureau
Wooden Chest
Coffee Table
Parlor Heater
Kitchen Heater
Chairs
2 Tables
Kitchen Cupboard
4 Electric Brooders
3 Charter Oil Incubators
15 Mash Feeders
16 Galvanized Tin Mash Troughs
12 Small Troughs
18 Galvanized tin water Troughs
40 Small water fountains
1 Canadian Oil Incubator
600 Ft. Pounltry Fencing
Spray Pump
Farming Tools and Implements
Garden Tools

DETAILS OF CLAIM			SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.
List of Chattels:					
In House:					
1 Coffee table	$5.00		5 00		
5 Kitchen chairs	5.00		2 25		
1 Kitchen sink	5.00				
1 Table	1.00		50		
Linoleum on 2 floors	5.00	21 00			
Woodshed:					
Small quantity of lumber in outside shed just back of house		50 00			
Egg House:					
4 Incubators	80.00				
1 Step Ladder	1.00	81.00			
In Chicken House:					
1 Old brooder complete (coal)	5.00		3 00		
1 X Cut saw	2.00				
2 Spud diggers	1.00				
1 Crow bar	1.00				
3 Hoes	2.00				
1 Pick	1.00		3 00	-(3 bdles. tools)	
1 Sledge Hammer	1.00				
1 Spade	1.00				
1 Peevee	1.00				
1 Dutch Hoe	1.00				
1 Shovel	1.00				
2 Manure scrapers	1.00				
14 Galv. water troughs	15.40				
11 Wooden mash troughs	33.00		20 00		
17 Galv. feed troughs	8.50				
4 Crock fountains	4.00		1 50		
2 Galv. ½ Gal. fountains	2.00				
3 Galv. 1 Gal. fountains	4.50				
1 Galv. 2 Gal. fountains	4.00	89 40			
Incubator House					
2 Large rolls chicken wire netting	56.00	56 00	21 75		
Outside:					
Large quantity chicken fencing	36.00	36 00			
TOTAL		333 40	57 00		
Other Sales:					
Lot of cable and hook			2 50		
Iron Pot			50		
Stool			1 75		
Candy jars and crocks			1 50		
Table and 3 chairs			0 50		
Tent			9 00		
Boiler and sundries			1 50		
Wash stand			0 50		
Total Sales -			74 75		

RECAP.
Claim
"
"
Less C
on c

LE No. 8636 EXHIBIT No. CASE No.

EG. No. 09064 VENUE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
AUCTION	TENDER &c							
5 00								Sakae TAKENAKA leased her property and chattels to Robert Archie Sutton on her evacuation. The lease drawn between the Japanese and Mr. Sutton states that "said lessee is to have full use of equipment as per list attached, lessee to pay for any equipment missing at the expiration of the lease." The list was not given to the Custodian. Brackman-Ker Milling Co. collected the rent on this property and turned it over to the Custodian until October, 1942.
2 25								
50					5 00			
					5 00			
						50 00		Sakae TAKENAKA declared leaving a number of chattels on this property. Some of these goods were shipped to TAKENAKA - two beds. Some goods were abandoned as they were worn out or because they were fixtures.
					80 00			
					1 00			
3 00								All salable articles remaining on the property were sold at auction March 14/45.
3 00 -(3 bdles. tools)								Re. the four incubators: this office wrote Mrs. TAKENAKA (Nov.26/45 on file) -"Although your four incubators were removed to auction the auctioneer was unable to sell them, and they are still at the auction rooms, and it would appear that if they cannot be sold they will be scrapped." These incubators were never sold.
					x			Re: Lumber - there is no record of this lumber after it was inventoried.
20 00					x			
1 50					x			
21 75								
					36 00			
57 00					127 00	50 00		

EXHIBIT No. 827-6
DATE 13 apl 1948
FILED BY J. W. G. Munster.

2 50				
50	RECAP. of CLAIM			
1 75	Claim for goods sold	$156 40	....Sold for	$57 00
1 50	" " " abandoned	127 00		
0 50	" " " missing	50 00		
9 00				
1 50	Total Claim	333 40		57 00
0 50				17 75 Other Sales
74 75	Less Cust. Sale Price on claimed items	57 00		74 75 Total Sales.
		276 40		

This Indenture

in duplcate

made the SIXTH day of MAY in the year of our

Lord one thousand nine hundred and 42

IN PURSUANCE OF THE ~~"LEASEHOLDS ACT"~~ "SHORT FORM OF LEASES ACT"

BETWEEN

State Full Name Address and Occupation

MRS. SAKAE TAKENAKA

R.R. # 1 NEW WESTMINSTER B.C.

"Farmer"

hereinafter called the Lessor of the FIRST PART;

AND

State Full Name Address and Occupation

ROBERT ARCHIE SUTTON

R.R.#3 NEW WESTMINSTER B.C.

"Employed by Peat plant"

hereinafter called the Lessee of the SECOND PART;

EXHIBIT NO. 827 - 7

DATE 13 Apl 1948

FILED BY

State Full Name Address and Occupation

J.W.G.Hunter

WITNESSETH, that in consideration of the ~~yearly~~ rents, covenants and conditions hereinafter respectively reserved and contained, the said Lessor doth demise and lease unto the said Lessee , ALL AND SINGULAR Lot 80 of Lot 440 Group 2, Map 1133 Municipality of Delta, District of New Westminster Excluding 3 electric brooders.

Together with all erections and buildings thereupon erected, standing and being or hereafter during the said time to be erected, and together also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the same premises belonging or otherwise appertaining.

To have and to hold the same unto the Lessee for the term of DURATION OR THE RETURN OF THE LEASOR ON TWO MONTHS NOTICE to be computed from the FIFTEENTH day of MAY

~~From the~~ in the year of our Lord ~~day of~~

one thousand nine hundred and 42

yielding and paying therefor EACH and every MONTH during the said term unto the Lessor the clear MONTHLY rental or sum of TWELVE DOLLARS AND NO CENTS of lawful money of Canada payable as follows: To be paid monthly in advance on the 15th of

~~for the term of~~ every month during the said term ~~next ensuing~~ without any defalcation or abatement throughout on any account whatsoever; the first of such payments to become due and to be made on the fifteenth day of MAY, 1942

YIELDING AND PAYING therefor to the said Lessor , the clear yearly rent or sum of Dollars of lawful money of Canada, payable on the following days and times, that is to say: The sum of

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AND the said Lessee COVENANT with the said Lessor to pay rent, and to repair (reasonable wear and tear, and damage by fire and tempest excepted). AND that the said Lessor may enter and view state of repair;

AND that the said Lessee will repair according to notice (reasonable wear and tear, and damage by fire and tempest excepted).

AND will not assign or sub-let without leave;

AND will not carry on any business that shall be deemed a nuisance on the said premises;

AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire and tempest excepted).

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

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee , then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee

Said Lessee to have full use of equipment, as per list attached,
Lessee to pay for any equipment missing at expiration of lease.
If house is damaged by fire rendering it unfit for use Then lessor
wishes lessee to vacate ~~the~~ther than repair.

PROVISO for re-entry by the said Lessor on non-payment of rent, whether lawfully demanded or not; or on non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

THE said LESSOR COVENANT with the said LESSEE for quiet enjoyment.

THIS INDENTURE shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED
~~BY THE LESSOR~~ IN THE PRESENCE OF

State Full Name Address and Occupation of Witness

Hollis M. Leard
Vancouver, B.C.
1155 E. 17 Ave.
Sales Mgr.B&K Milling Co.Ltd.

"Sakoe Takenoka"

"R.A.Sutton"

SIGNED, SEALED AND DELIVERED
BY ~~THE LESSEE~~ IN THE PRESENCE OF

State Full Name Address and Occupation of Witness

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.

May 28,1948

M Warnstaff
M.a

For Maker

I HEREBY CERTIFY that on the day of 19
at in the of

(whose identity has been proved by the evidence on oath of who is) personally known to me, appeared before me and acknowledged to me that the person mentioned in the annexed instrument as the maker thereof, and whose name subscribed thereto as part and that he know the contents thereof, and that he executed the same voluntarily, and of the full age of twenty-one years.

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

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

For the Secretary or other Officer of a Corporation

I HEREBY CERTIFY that on the day of 19 , at in the of

(whose identity has been proved by the evidence on the oath of who is) personally known to me, appeared before me and acknowledged to me that he is the of and that he is the person who subscribed his name to the annexed Instrument, as of the said and affixed the seal of the to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and to affix the said seal to the said Instrument, and that such Corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

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

Declaration of Witness

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

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

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

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

Dated 19

TO

Lease Form

R.C.L. FORM NO. 41-A

ROSE, COWAN & LATTA LTD. ♦ LEGAL FORM PRINTERS
748 SEYMOUR STREET, VANCOUVER, B. C

For Attorney

I HEREBY CERTIFY that on the day of 19
at in the of
(whose identity has been proven by the evidence on oath
of who is) personally known to me, appeared before me
and acknowledged to me that he is the person who subscribed the name of
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said Instrument as
the maker thereof, and is still alive to the best of his belief, and that he, the said
knows the contents of the said Instrument and subscribed the name of the said
thereto voluntarily as the free act and deed of the said
under authority of a power of attorney which has not been revoked.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at
British Columbia, this day
of in the year of our Lord one thousand
nine hundred and

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

Registered No.

Declaration by Attorney

I,
of the of in the Province of British Columbia,
DO SOLEMNLY DECLARE THAT

1. I am the attorney named in the Power of Attorney referred to in the acknowledgment attached hereto.
2. At the time of the execution of the said instrument I had not received any notice or information of the revocation of the said Power of Attorney by death or otherwise.

AND I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of the CANADA EVIDENCE ACT.

DECLARED before me at
in the Province of British Columbia, this
day of A.D. 19

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

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

EXHIBIT No. 827-8.
DATE Jan. 30-1950
FILED BY
R. J. McMaster.

Ex 8.

827

January 25, 1950.

SAKAE TAKENAKA B.C. 413-P CASE NO. 827

A poultry farm located at 1346 Gibson Road in the Municipality of Delta. The location of this property was obtained by use of the legal description, house number and sketch-map appearing on the Farm Appraisal Report photostat with which we were supplied.

This holding is not a farm in the sense that it is a place to grow crops but it is a farm in the sense that it is a poultry and/or egg producing unit. A visual examination indicates that it was a more or less complete poultry undertaking. There are buildings for incubating, brooding, raising and egg production. They are strongly built and, although founded on cedar blocks or posts, have stood up well. The incubator house is double walled and insulated, could still be made useful.

The property is located on a slight south west slope and appears to have been suitable for the purpose intended. There are about two dozen fruit trees of assorted varieties now all in poor condition. We could find no trace of the black currant bushes noted on the photostat.

Water is supplied from three wells dug into the hard pan: there was no municipal supply in 1943. The value of the land is accepted at the $242.50 established by the photostat. The residence is old and as described, all bird houses are as described - they are wired for lights and dimmers. Total bird capacity was approximately 2100. We allow $50.00 value for the small fruits in the cultivated area.

Clement Consulting Services Ltd. submitted a report to Messrs. Campbell, Brazier & Co. on January 7, 1949, in which was set out a number of facts pertinent to the values of, and investments in, poultry units. With reference to that report and its contained Exhibit 3 "Some Factors that Influence Poultry Farm Incomes". Using Table IX therein contained and the base of $2.05 invested for

each bird housed, we have assigned values to this property's accomodations according to their apparent comparison with the average. The well-known rule that four (4) square feet of floor space is needed per bird was used in determining house capacities.

Table 1 following sets out our appraisal figures.

Table 1

UNIT	DIMENSION	AGE	S.S.B. PRESENT DAY VALUE	CLEMENT VALUE PER BIRD	CLEMENT VALUE PER UNIT
House	4 X 10				
House	12 X 38	30	$ 100.00		$ 100.00
House	8 X 8				
Woodshed	16 X 26	20	25.00		25.00
Chicken House	8 X 18	20	Nil		
Shed	16 X 18	20	Nil		25.00
Chicken House	20 X 60	1	300.00	$1.60	480.00
Chicken House	16 X 16	10	25.00	1.40	70.00
Chicken House	16 X 16	10	25.00	1.40	70.00
Chicken House	16 X 16	10	25.00	1.40	70.00
Chicken House	20 X 100	New	500.00	1.90	950.00
Chicken House	20 X 200	5	750.00	1.50	1500.00
Bath House	8 X 9	10	Nil		
Incubator House	14 X 16	10			50.00
2 Colony Houses	10 X 14	5	30.00		30.00
			$1780.00		$3370.00

SAKAE TAKENAKA B.C. 413-P CASE NO. 827

Total value of holding:

Land	$ 242.50
Small fruits	50.00
Buildings	3370.00
	$3662.50

The condition of the buildings, their layout and apparent ages, indicates that this property was developed over a period of years. A purchaser should be a qualified, well-informed poultryman able to manage all phases of a rounded poultry business. In our opinion a purchaser should have been willing to pay the sum of $3650.00 in 1943

JWB
J. M. Clemens