

3914

**SURREY
OFFICE OF THE CUSTODIAN
JAPANESE SECTION**

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

PERSONAL INFORMATIONNAME: ~~KUJIKI, TAKEMAKI~~ TAKAHASHI, MasajiroHOME ADDRESS: 270 Sandell Rd., R.R. No. 4, New Westminster, B.C.REGISTRATION NUMBER 12485 SEX: Male AGE: 55OCCUPATION: Farmer

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: MyselfMARRIED? YesNAME OF WIFE OR HUSBAND: KayoADDRESS OF WIFE OR HUSBAND: 270 Sandell Rd., R.R. No. 4, New WestminsterNAMES OF ANY LIVING CHILDREN: Hideo (M) Fusako (F) Kenjiro Jackie (M)Harno Joe (M) Toshio John (M) Takao Henry (M)ADDRESS OF CHILDREN: 270 Sandell Rd., R.R. No. 4, New Westminster, BCAGE OF CHILDREN: 19, 17, 15, 12, 12, 9**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)1. LOCATION AND DESCRIPTION: Quarter Section SW 33, Block 5MRW 2, Map 489, located at 270 Sandell Rd., New Westminster, B.C.

2. BUILDINGS AND OTHER IMPROVEMENTS: Dwelling 22' x 28' four-room one story. Barn 16' x 28'. Woodshed 16' x 28'. Packing sheds 10' x 12' and 12' x 16'. Storage shed 12' x 14'.

3. INSURANCE (Give particulars; state where policies are) None4. TAXES (Amount and where payable) \$25.23 per year. Payable municipality of Surrey.5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None6. OCCUPANCY AND LEASES (If vacant so state) Myself

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. Cloverdale Municipal Hall
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST. None
9. IF FARM LAND STATE CROPS SOWN & acres strawberries, 1/4 acre
blackberries, 1/4 acre gooseberries, 41 fruit trees

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION. See page 1
2. LANDLORD'S NAME AND ADDRESS. Myself

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID. None

4. STATE WHEREABOUTS OF LEASE. None
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN. See clause 9

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Household goods, kitchen utensils, chinaware, carpenter tools,
50 bales straw, jam crates and hullocks, sulphur, playole and
parts, in the house at 270 Sandell St., New Westminster, B.C.

Key will be left in care of Mr. Mason, R.R. 4, New Westminster, BC

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS. None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR
CLAIM ON ANY SUCH PROPERTY. None

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: \$1000 Monarch Life Co., 30-year endowment policy No P117154
Beneficiary my wife Kayo TAKAHASHI. Policy in my possession

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

I, the undersigned, hereby voluntarily turn over to the Custodian all my property in the protected area as set out above, excepting fishing vessels, deposits of money, shares of stock, debentures, bonds or other securities, if any.

I certify that the above information is true and complete and fully discloses all my property of every description in any protected area in British Columbia and sets forth all my liabilities direct and indirect.

Dated this 15th day of April 1942.

(Signature)

M. Takahashi

J. Wilbain
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Oct 28/43

File No. 3914

1 Name TAKAHASHI Masajiro
(Surname in Block Letters)

Registration No. 12485

Male - Female
(check)

Age July 5, 1941

Former Address

R. R. #1, New Skeels, B.C.

Date Evacuated

Apr. 20/42

Naturalized - Canadian-Born - National
(check)

Present Address

Magrath Alta.

40 Mrs. C. Card, Box 26,

R.C.M.P. Apr 17 - 40 Ernest Holvoit
Taber, ALBERTA

Married - Single
(check)

Name of Wife

(SOGA) Kayo Masao

Name of Husband

Name of Mother

(MATSUMOTO) Take

Name of Father

Yashimori (Japan)

Names of Children under 16

See Over

Requested by

CPA

Registered with Custodian

(Yes or No)

Additional Information

Strawberry Grower.

Owner

of 10 acres & house.

3914
245.52 Cr

10-17-43

50/193/10

REAL PROPERTY SUMMARY

File 3914

V.L.A. B.C. 570-P

JAPANESE NAME: Masajiro TAKAHASHI - - Reg. No. 12485.

CATALOGUE NO: Part of The Director The Veterans' Land Act first offer.

PROPERTY ADDRESS: 270 Sandell Road, New Westminster.

LEGAL DESCRIPTION: Part 9.354 acres of Section 33 Block 5 North Range 2 West as shown and colored red on sketch deposited number 487, D.N.W.

TITLE: In the name of Teiji ONOTERA, in Japan.

ENCUMBRANCE: Agreement of Sale dated 5th July 1928, Teiji ONOTERA to Masajiro TAKAHASHI for \$450.00 at 7%, \$200.00 cash, \$125.00 on the 5th July 1929 and 5th July 1930.

Vesting in Custodian 25588 - 18th March 1943.

ASSESSED VALUE: 1942 -
Land \$600.00
Improvements \$325.00 Total \$925.00 Taxes \$25.28.

CLASSIFICATION: Berry farm with buildings. Inspector reported May 27, 1942, 4 acres strawberries, 1/8 acre black berries, 1/4 acre gooseberries 27 fruit trees with a 1 storey frame house 22 x 28, 4 rooms in fair condition, woodshed 16 x 21, fair, pickers cabin & storage shed 16 x 30, packing shed 10 x 12, fair, packing shed 12 x 16, fair.

HISTORY OF
ADMINISTRATION:

Property was vacant from the 20th April to the 2nd June 1942. The crop was then sold by the Custodian to Mrs. A.S. BELL for \$300.00 and payment was received on the 23rd June 1942.

It was then leased by the Custodian to John BARBOUR and B.W. BEGG from the 1st September 1942 to the 31st August 1943 for \$100.00, the lease including buildings and some tools and reserving storage space for chattels. This amount of \$100.00 was paid on the 3rd July 1943 and allowed as accrued rental to The Director The Veterans' Land Act.

The registered owner of this land executed a Power of Attorney dated 31st January 1929 to Kazuo ONODERA, authorizing the latter to receive on his account any monies and also to dispose of any real property. As the giver of this Power of Attorney was and is in Japan, the document is regarded as non-effective and the payment of the balance due under the Agreement of Sale from TAKAHASHI, being \$43.60, was placed to the credit of Teiji ONOTERA, Int. file 1277.

SOLD:

To The Director The Veterans' Land Act for \$555.00 as at 1st January 1943.

Approval of Advisory Committee 1st June 1943.

FUNDS:

Released to the credit of Masajiro TAKAHASHI, sale price \$555.00, plus rental \$300.00 total \$855.00; less taxes \$54.48, registration fee \$3.00, Certificate of Encumbrance \$1.00, legal fee \$15.00, balance on Agreement of Sale \$43.60, total \$117.08. Net amount released \$737.92.

TITLE:

Issued 172743-E and payment of consideration made by cheque to the Custodian dated 27th June 1944.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED March 5th, 1946.

Laurenson

IN:ML

BC 570-P

BC/570-P

Page 1 573-2 S.S. Form No. 43
EXHIBIT No. 2 Apr. 1948 (Sheet 1)

Farm Appraisal Report

FILED BY J. W. B. Hunter
File No. JL-545

Land Description Part. 9.354 sq. Sec. 33- Blk. 5.N. Range 2. (Surrey)

Containing 9.354 Acres

Owner's Name Masahiro Takahashi. Post Office Address H.H.4 New Westminster.

Nearest Rail Point South Westminster B.C.E.R. Distance 1 1/2 miles.

Market Town New Westminster Distance 3 miles.

Church (give denomination) St. Helens Anglican Distance 1 mile

Nearest School Simon Cunningham Distance 1 mile

State how property was identified: Map, and by enquiry

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

It is on a very poor road 1 mile off a gravel highway.

Is this district a good one? no.

Employment opportunity seasonal on the land, with possibilities of industrial employment in New Westminster.

predominating Nationality and religion: various.

Describe Fencing and its condition: nil Value \$

Water supply: Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	12 x 28	frame	8	R'oid	15	blocks	poor	200.00
addition	10 x 28	frame	7	R'oid	15	blocks	poor	
	X							
BARN	X							
	X							
BARN	a couple of cedar shake shelters, for wood shed and berry crates							
	X							
	X							
GRANARY	X							
	X							
	X							
	X							
	X							

Total present day value \$ 200.00

Total Value Buildings add to farm \$ 200.00

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

Describe the basement and chimneys: Metal chimneys, no basement.

No. rooms downstairs? 2 Upstairs? nil How finished wood

Are buildings painted? no Condition of paint J.A.

Distance from nearest bush fifty feet.

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

ACRES	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
5.45	undulating	6 to 8 in light sandy loam	sandy 1 in with gravel	4.00 strawberries 1.45 ac grass weeds and fruit trees	\$ 50.00	272.50
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
3.904	rolling	as above	as above	thick bush and stumps	\$ 100.00 \$ 250.00	78.00
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 \$ 780.50

Total added by buildings to value of farm \$ 200.00

Total fruit trees add to value of farm (for use in orchard districts only) \$ 15.00

Total value of farm \$ 995.50

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

Occupied for the past fifteen years, is in a poor state of cultivation.

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

Noxious weeds: few. Small fruits only

Give approximate detail and
amount of all annual taxes and
names of Taxing Authorities:

Corporation of Surrey Taxes \$25.28

Date: July 15th 1942.

Place: New Westminster

I certify that the above report is based on a personal examination
of the whole farm made on the 10 day of July 1942 19

Inspector's Signature

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

JL-545 - M. TAKAHASHI **Farm Appraisal Report**

Amount fruit trees add to value of farm \$

Diagram of Property

Part. 9.354 acres. Mashjiro Takahashi.
 Part of Sec. 33-Blk. 5N. Range 2. Turrey

North of Townline Road on first road running east from
 Hamill Road.

2. Chains to 1 inch.

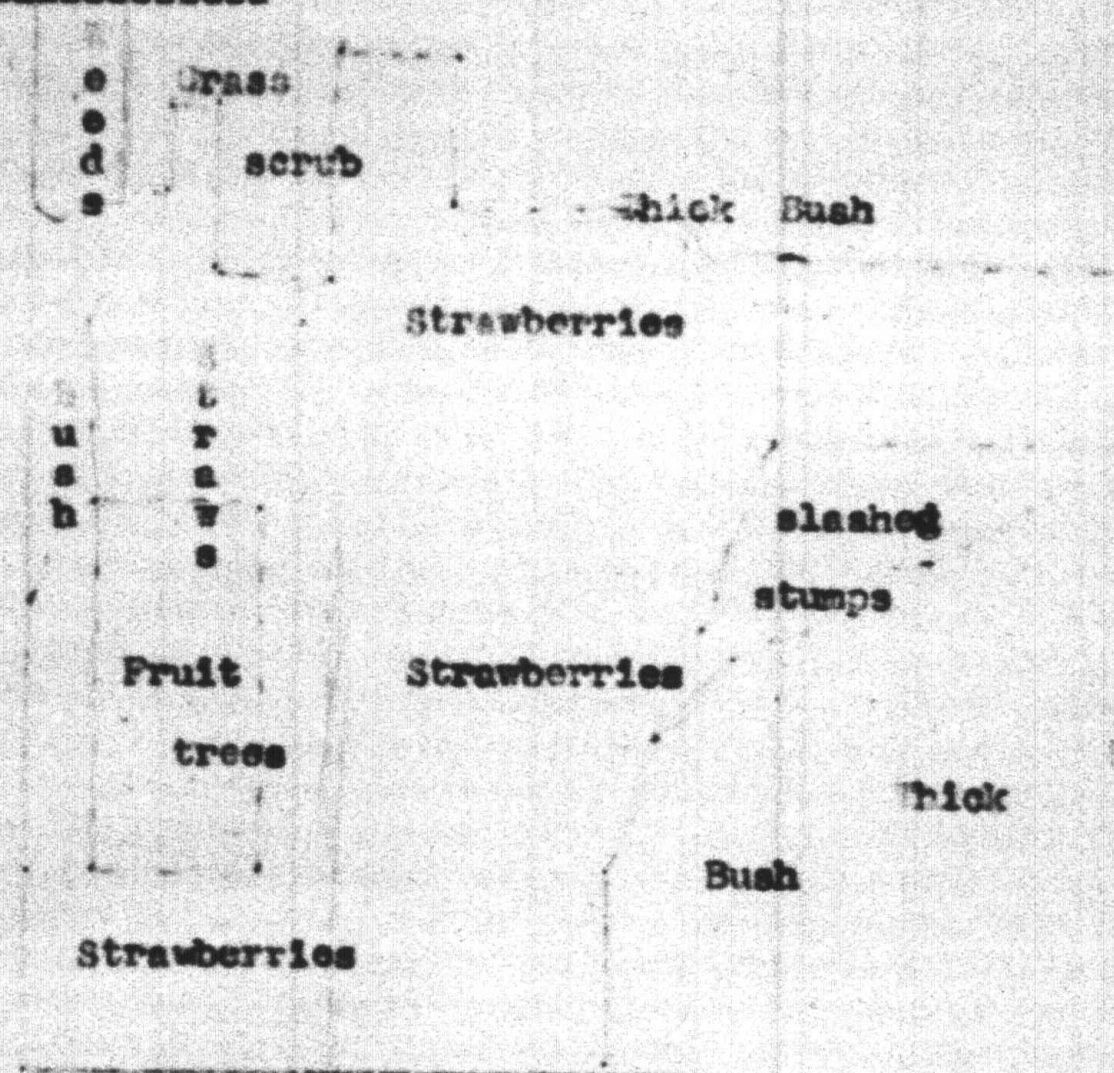
Road to N.W. Corner only.

House-----

Well-----

-----shed.

S
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R
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a
d.



Town Line road.

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

value is \$ 550.00

Date 21st July 1942.

"I.T. BARNET"
 District Superintendent.

J.L. No. 545

Canada

FEB 13 1945

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

JAPANESE EVACUATION SECTION

File No. 3914
Reg. No. 12485

606 Royal Bank Building,
Vancouver, B. C.

Mr. Masajiro TAKAHASHI,
c/o Geo. C. Card,
Box 76, Magrath, Alta.

Dear Sir:

Re: Municipality of Surrey - Part 9.354 acres of Section 33,
Block 5, North Range 2 West as shown and colored red on Sketch Dep.
No. 487, District of New Westminster. C. of E. 51409.

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	- - - - -	\$ 555.00
Add:		
Unexpired insurance premium as at January 1st, 1943	- - - - -	555.00
Less:		
Tax arrears to December 31st, 1942	- - - - -	\$
Registration fee	- - - - -	3.00
Encumbrance—Principal	- - - - -	43.60 X 46.60
—Interest	- - - - -	
Net proceeds of sale	- - - - -	508.40

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,
F. G. SHEARS,
Director.

1942

July 23 but Payment -
 Aug. 25 Payment of 1942 taxes

\$ 300.00
 52.48
 \$ 247.52

1943	Debit	Credit	Balance
Jan. 1		Balance Brought Forward	245.52 Cr.
		Cr. re Sale of Property	508.40
		Land Registry Office	
		Certificate of Endorsement 1.00	

1944

March 3 Proceeds of Auction Sale

87.62	1.00	841.54	840.54 Cr.
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File No. 3914

#65487-C

This Agreement, made in triplicate this fifth

day of July

in the year of Our Lord one thousand nine hundred and ~~1927~~ twenty-eight

BETWEEN

TEIJI ONOTERA of the Town of Ishikashimura,
in the District of Miyagiken, Japan, Retired.Name,
Address and
Occupation
of Partieshereinafter called the "Vendor" of the one part
ANDMASAJIRO TAKAHASHI of R.R. #3, New Westminster,
Laborer.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the district of New Westminster, Province of British Columbia, and more particularly known and described as - commencing at a post set at the North East corner of the South West quarter of Section thirty-three (33) Block five (5) North, Range two (2) West; thence South and following the East boundary of said quarter Section nine point eight nought three (9.803) chains to a post; thence West and parallel with the North boundary of said quarter Section nine point five five nine (9.559) chains to a post; thence North and parallel with the West boundary of said quarter Section nine point eight nought three (9.803) chains to a post set on the North boundary of said quarter Section; thence East 9.526 chains to point of commencement and containing by estimation nine point three five four (9.354) acres be the same more or less as shown on the plan colored Red and deposited in the Land Registry Office at the City of New Westminster, Sketch four hundred and eighty-seven (487).

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of Four hundred and fifty (\$450.00)-----Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of Four hundred and fifty (\$450.00)-----Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

Two hundred (\$200.00)

\$125.00 on the 5th day of July 1929,

\$125.00 on the 5th day of July 1930.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of seven (7%)-----per cent. per annum, payable

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

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

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

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

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

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

SIGNED, SEALED AND DELIVERED
BY THE VENDOR
in the Presence of:

Signature of Witness "Geo. M. Thrift"
Street Address Box 17,
City White Rock, B. C.
Occupation Real Estate Agent

"TEIJI ONOTERA"
Per
"KAZUO ONODERA"
his attorney - in - fact
P/A 4804

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER
in the Presence of:

Signature of Witness
Street Address
City
Occupation

FOR ATTORNEY

I Herby Certify that, on the 28th day of November, 1928, at White Rock, in the Province of British Columbia, Kazuo ONODERA (whose identity has been proved by the evidence on oath of George M. Thrift, personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of Teiji ONOTERA to the annexed instrument as the maker thereof, that the said Teiji ONOTERA 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 Kazuo ONODERA, knows the contents of said instrument, and subscribed the name of the said Teiji ONOTERA thereto voluntarily as the free act and deed of the said Teiji ONOTERA 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 White Rock, in the Province of British Columbia, this 28th day of November, in the year of our Lord one thousand nine hundred and twenty-eight.

"DAVID HUGHES"

A Notary Public in and for the Province of British Columbia.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.
I HEREBY CERTIFY THAT THE ATTACHED AGREEMENT FOR SALE IS A COPY OF THE ONE BETWEEN TEIJI ONOTERA OF JAPAN AND MASAJIRO TAKAHASHI, NEW WESTMINSTER, DATED JULY 5th, 1928.

David Hughes

A Notary Public in and for the Province of British Columbia

Declared before me this 8th day of March, 1944.

A Notary in and for the Province of British Columbia.

Acknowledgment of Officer of a Corporation

I Herby Certify that, on the day of 194, at , in the Province of British Columbia, (whose identity has been proved by the evidence on 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 affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.
IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at , in the Province of British Columbia, this day of , in the year of our Lord one thousand nine hundred and forty

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

R E P O R T
ON EVACUATED JAPANESE PROPERTY

File No. 3914

MUNICIPALITY:

Date: May 27/42

NAME: TAKAHASHI, Masajiro

REGISTRATION NO. 12485

ADDRESS: 270 Sandell Rd., R.R.#4, New Westminster

PROPERTY: Farm

ACREAGE:

KIND OF CROPS: straws, Bl.berries, Goose berries - 27 fruit trees

APPROXIMATE ACREAGE OF EACH: 4 1/8 $\frac{1}{4}$

HOUSE: Frame VACANT: X OCCUPIED

DESCRIPTION 1 storey ROOF: Tar paper

SIZE: 22 x 28 NO. OF ROOMS 4

CONDITION: Fair

OTHER BUILDINGS: Woodshed 16 x 21 F. pickers cabin & storage shed shakes
16 x 30; packing shed 10 x 12 F., packing shed 12 x 16 F.

NAME OF LESSEE OR RENTOR:

TERMS:

WATER: none ON: OFF:

LIGHT: none ON: OFF:

REMARKS:

Doors locked - windows boarded

INVENTORY OF CHATTELS LEFT ON PROPERTY

1 Range
1 chest tools
2 kit. cabinets
1 round table
2 wheel barrows
bldle. gard. tools
5 boxes
1 carton
4 crosscut saws
1 end table
8 kit. chairs
1 heater
1 platform scales
1 gramophone
1 bureau
1 wash stand
2 beds complete
1 table lamp
3 small tables
4 axes
1 kit. cupboard
1 bicycle

Signed:



MEMORANDUM

File No. 3914

March 21, 1945.

TO: The File

FROM: Mr. W. J. Iverson

RE: Masajiro TAKAHASHI

The following goods are in storage in the Buddhist
Temple in New Westminster.

- 1 Box books and paper
- 3 Cartons books and papers

WJI:LHM

MEMORANDUM

File No. 3914

August 11th, 1944.

TO: The File

FROM: W. J. Iverson

RE: MASARU TAKAHASHI

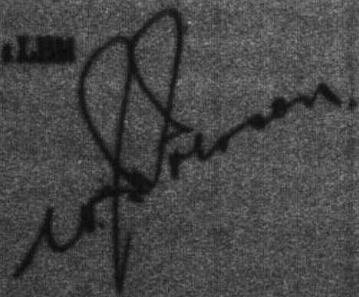
The only list of chattels to check against is that of May 27th, 1942, "Report of Evacuated Japanese property". From this it appears that all chattels, with two exceptions, have been accounted for. Missing are two beds and three small tables.

The file may therefore be closed insofar as chattels are concerned.

References are as follows:

1. May 27/42 - Field report and inventory (R.P. section).
2. March 22/43 - Request for school books
3. March 26/43 - Cash offer of J. F. Barbour for property and chattels
4. Jan. 18/44 - Report of removal and sales sheets
5. April 12/45 - Memorandum of stored goods.

WJI:LEB



NAME YAKAHASHI, Masajiro

REGISTRATION NO. 12485

FILE NO. 3914

The following chattels were sold by public
 auction at Surrey, B. C. on January 18, 1944.

Wire, Rope & Blocks	\$ 5.00	M
Chest Tools	9.00	M
Jardinier Stand Etc.	2.00	F
Sundries	1.50	F
Stand	1.50	F
Senora	1.00	F
2 Sprayers	2.50	M
Child's Tool Kit	2.50	M
Seat	1.00	F
2 Generators & Lamp	1.25	M
Sundries	2.75	M
240 lbs. Scales	21.00	M
Range	12.00	F
Water Can	1.25	M
Cabinet & Table	2.00	F
Box of Crocks & Jars	2.75	F
2 Pots & Oil can	1.00	M
Bicycles	2.00	M
2 Saws & Pos.	1.50	M
1 Saw	2.00	M
Lumber	.50	M
Sideboard	3.00	F
7 Chairs	5.50	F
Cabinet	2.00	F
2 Stands & Commode	1.00	F
Coleman Lamp	1.00	F
2 Lamps & Iron	.75	F
Cupboard	1.50	F
Total:	Carried forward	\$ 89.75

~~Less expenses~~

~~Net Proceeds received~~

~~Estimated Auctioneer's Staff Expenses~~

~~Estimated Commission on Sales~~

~~Balance~~

NAME TAKAHASHI, Masajiro

REGISTRATION NO. 12485

FILE NO. 3914

The following chattels were sold by public
auction at Surrey, B. C. on January 18, 1941.

	Brought Forward	
Tools (On Barrow)	\$ 89.75	
Lat Tools	3.00	M
Step Ladder	2.00	M
Lumber	.50	M
	14.00	M

Total:

(Auctioneer's Fee \$ 10.92
Less Expenses: (Advertising) 1.62
(Moving) 9.09

Net Proceeds Credited:

109.25

\$ 21.63

\$ 87.62

Members of Custodian Staff Present. Mr. Carlson

Extracted from Auctioneering list No. Surrey 1

Remarks.

File No. 3914

Date Dec 4/41.

SUMMARY

Name: TAKAHASHI, Masajiro #12485

Address: 270 Sandell Rd. Surrey B.C.

(1) - We have today moved to auction room at Townline and Sandel Rds. effects as per enclosed list at a total cost of \$ 5.55 as per attached bill. to list - exactly as per inventory 27-5-42

(2) - We have also moved the personal effects as per attached list to storage at New Westminster Temple where they will remain until called for. Cost of moving is included in bill above.
(Bills are in the office.)

(3) - We have sold to the tenant articles as per attached list at \$----- for which herewith cheque or cash.

(4) - After the above transactions, the following important shortages were noticed between the original inventory as taken by this office, and the effects accounted for as above:

None.

The tenant gave us the following explanation: _____

Signed. R. M. [Signature]

Jan 27/44.

FIRE INSURANCE SUMMARY

File No. 3914

Re: Baratino TRIAMANI

Reg. No. 12483

No insurance was carried on the buildings on this property
and in view of transfer of the property to The Director The Veterans
Land Act, no application for insurance was made.

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



DATED March 30, 1946.

INCL

LIBELITY SUMMARY

File No. 3914

Re: Marilyn TAKAHASHI

Reg. No. 12485.

	<u>CLAIM</u>	<u>FILED</u>	<u>CONFIRMED</u>	<u>PAID</u>
Shutaro KAKAWA	\$30.29	10-3-43		26-3-45
Marymi KAKAWA	50.00	19-5-42		26-3-45
S. Furuya Co.	4.88	30-4-42	12-11-42	26-3-45
S.C. Securities	80.00	1-2-44	28-2-44	26-3-45
R. Haseguchi Co.	165.00	15-8-42	12-11-42	4-4-45

In addition to the above, a claim was received on the 10th December 1943 from Dr. George R. SELDON, \$70.00. This claim was submitted to Mr. TAKAHASHI and was disputed in his letter of 14th December 1944, Mr. TAKAHASHI claiming that Dr. SELDON never attended Mrs. TAKAHASHI as per claim. Dr. SELDON was notified of this denial of his claim, but nothing further has been heard from him. The claim has therefore been ignored.

A claim was filed on the 15th May 1942 by the Surrey Berry Growers Co-operative for \$3.97, was disputed by Mr. TAKAHASHI and the Surrey Berry Growers Co-operative advised of this objection of the claim. No reply being received from the Co-operative, this claim is also ignored.

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

[Signature]

DATED March 5th, 1946.

IN:ML

[Signature]

3914

#3914
June 2nd, 1942.

file Hughes
Mrs. A.S. Bell,
R.R. #3, 1775 Pacific Highway,
New Westminster, B.C.

Dear Madam:

Re: Masajiro TAKAHASHI.

In reply to your application to lease the farm property of M. Takahashi, 270 Sandell Road, Surrey, B.C., we wish to advise that the Custodian is willing to lease this property to you for the sum of \$300.00, payable out of the proceeds of sale of crop to the Empress Manufacturing Co. Ltd; the term of your tenancy to be for the period ending December 31, 1942. The Custodian's acceptance of your offer is on the express understanding that you will enter into a formal lease agreement on terms satisfactory to the Custodian. *Paid*

It is understood that this lease does not cover the house or contents but you are at liberty to use the farm implements, which you will be held responsible for.

When replying to this letter, please let us know what implements you will be using and kindly have the others put away in a safe place. Should you find any personal property lying about, please be good enough to have this put in a safe place also.

It will be necessary for you to send us an order under your contract with the Empress Manufacturing Co. Ltd. along with your letter of acceptance.

Yours truly,

R.P. Alexander
Assistant Manager.

RDR:PB

Extract from Lease.

Lease No.136.

File No. 3914.

Lessor: The Secretary of State. (Masajiro TAKAHASHI)

Lessee: John BARBOUR & Donald W. BEGG.

Date: 15th January, 1943.

Term: 1 year from 1st September, 1942 to 31st August, 1943.

Consideration: \$100.00 payable 1st July, 1943. No Taxes.

Property:

Land: Part 9.354 acres of Section 33 Block 5 N. Range 2 W. shown red on Sketch 487. C. of T. 24759 E. (270 Sandell Rd.) Municipality of Surrey.

Buildings: Included. Space reserved for storing chattels.

Chattels: Not included.

Lease handed S.S.B. 3/8/43.

For File No. 3914

C
O
P
Y

BRITISH COLUMBIA SECURITY COMMISSION

1st February, 1944.

Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir:

Re: Mrs. Kayo TAKAHASHI,
#12390 - Deceased

We wish to make claim for recovery of the sum of \$80.00 to cover the cost of funeral expenses paid by this Commission in connection with burial of the above deceased.

For your information, Mrs. Takahashi died in the B.C. Security Hospital Unit, Sardon, December 27th, 1943.

We would appreciate receiving a report of any assets or estate of the deceased of which you may have record.

Yours very truly,

BRITISH COLUMBIA SECURITY COMMISSION

"M.L. Brown"

M. L. Brown,
Office Manager.

/MH

C
O
P
Y

12290
3914

February 8th, 1944.

Mr. H.L. Brown,
B.C. Security Commission,
360 Homer Street,
Vancouver, B.C.

Dear Sir:

re: Mrs. Kayo TAKAHASHI, Reg. No. 12390 (Deceased)

We wish to acknowledge receipt of your letter of the 1st inst. relative to the above, advising of your claim for \$80.00 re cost of funeral expenses paid by the Commission.

Replying to the last paragraph of your letter, we wish to say that Mrs. TAKAHASHI did not declare any assets of any kind with the Custodian when registering in August 1942. However, we have lodged the claim on the husband's file, No. 3914. He declared on his registration form as owning part of a quarter section of land located at 270 Sandell Road, Surrey Municipality, which has been turned over to the Soldiers' Settlement Board, with other properties of like nature.

In addition to your claim for \$80.00 there are others aggregating \$249.97 admitted and \$73.97 disputed lodged against him. He has a credit balance on our books of \$245.52.

Pending future developments, as indicated, we are holding the claim on file.

Yours truly,

B. R. Dusenbury,
Claims Department.

~~BRIDGE~~

3628
3914
Int. 1277

G O
O O
P P
Y

RECEIVED AUG. 14/44.

Mr. Masajiro TAKAHASHI,
Reg. No. 12485,
c/o George C. Card,
Box 76, Magrath, Alta.

Dear Sir:

Re: Part 9.354 acres of Sec. 33, Blk. 5 N,
R2W, Sketch 487, Munc. Surrey, D.N.W.

We are in receipt of yours of July 11th, a copy of which we enclose herewith. We note that Mr. Kazuo ONODERA claims that the amount owing in 1939, date not given, was \$156.79 and you also state that in 1939 the amount owing was \$157.50. We also note that you claim that you made a payment in 1941 of \$50.00 but do not state on what date this payment was made and consequently the corrected interest charges cannot be calculated. Will you kindly fill in the blank dates and amounts in the statement below and return one copy of this letter to me.

Balance of Principal as on the 26th day of August, 1939. \$157.50

Interest at 5% on \$157.50 from the 26th day of August, 1939,
to the 30th day of Sept., 1941. \$ 16.45
\$173.95 - 16.50

Less payment made on the 30th day of September, 1941. \$-50.00

Balance owing as on the 30th day of September, 1941. \$123.95

Interest at 5% on \$123.95 from the 30th day of September, 1941 \$ 18.04 - 18.11

Balance owing as on the last day of August, 1944. \$141.99

Yours truly,

(approved) "M. Takahashi"

IM:AM
Enc.

C O
O O
P P
Y

Original on File 3628

3914, 3628 - Int. 1277

September 22nd, 1944.

Mr. Kazuo ONODERA,
Registration No. 08817,
Tashue, B. C.

Dear Sir:

RE: Part 9.354 acres of Sec. 33, Blk. 5
E., R. 2 W., as shown and colored red
on sketch deposited number 487, D.N.W.
Municipality of Surrey.

In June last you sent us a statement of the amount
owing to you by Masajiro TAKAHASHI on the Agreement for Sale
dated 5th July, 1928, your statement being as follows:

*Unpaid balance of Principal.....\$156.79

Interest on \$156.79 @ 5%
from July 1, 1941 to 1st
July, 1944.....\$ 23.51

Total amount owing on Agreement
of Sale.....\$180.30 *

Mr. TAKAHASHI has sent us a statement as below:

*Balance of Principal as on the 26th day of August, 1939.....\$157.50

Interest at 5% on \$157.50 from the 26th day of August, 1939,
to the 30th day of Sept., 1941.. 16.45
\$173.95

Less payment made on the 30th day of September, 1941.....\$ 50.00
Balance owing as on the 30th day of September, 1941.....123.95

Interest at 5% on \$123.95 from the 30th day of September, 1941.. 18.04

Balance owing as on the last day of August, 1944.....\$141.99 *

- over -

*Authentic
memo of
Dec 21/44*

*Cr. 50
2nd Dec
20/12/44
150.00
27.95
122.05
20/12/44
20/12/44
20/12/44*

You will note that Mr. TAKAHASHI claims that on the 30th of September, 1941, he made a payment to you of \$50.00, on which amount he should be credited with interest from that date to the 31st of August, 1944. Will you kindly check these two statements and make the necessary corrections.

Yours truly,

Ian Macpherson
Title Examiner

IM:MM

STATEMENT

NET INCOME:

150 Strawberries @ 8	12.00	1.50
Charges on above		
50 crates Straw	159.00	26.25
Charges on above		
1125 @ Strawberries @ 8	90.00	27.25
Charges @ 25		7.50
Crates purchased 25 @ 31		
Crates sold	38.75	
Crates on hand	13.64	
Seedling & Sowing		102.75
Planting		32.40
2 Ton Straw		35.00
1 Ton Straw (Tobacco)		18.00
	1120.59	647.36

NET PROFIT

Net Profit = Gross Income - Net Income

APPROXIMATE DIVISION OF NET PROFIT

1. CHAIRMAN, 25% of 25%	25% 251.40 & 18.00 Straw	25.14
Less crates on hand		13.64
		255.96
2. Mrs. KATHY HILL: 50% 251.40 less 18.00 Straw		247.40
& 13.64 crates		203.21

G. B. C. Card
Magath, Alta.
July 8, 1946.

Dept. of Sec. of State,
Office of the Custodian,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	JUL 12 1946
File No.	3914
Ans.	
Referred	Anderson

Dear Sir: -

In reference to your letter dated
July 2nd. I had left the mail box
with Mrs. Mason of 265 Sandell Rd. and
herby wish to transfer the box to Jack
Mason.

Yours truly,
M. Sakahashi.

File No. 3914.

Write Postmaster
now with

V.L.A.

3914

NOV 22 1947

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

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

JA 545
Ac 570.P.
Enc. 34

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

- (1) NAME Naga Jiro Takahashi (RCMP) Reg. No. 12485
(Print) Surname Given Name
- (2) Pre-Evacuation Address R.R. No. 4, Sandell Road, New Westminster, B.C.
- (3) Present Address Magrath, Alberta.
- (4) REAL ESTATE
- (a) Street Address (if any) Surrey Municipality B.C.
City or Municipality Province
- (b) Legal description (lot number, block number, section number, etc.)
Block 5, Section 33, North Range 2 West, Map 489
District of South 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 - - - - - \$
(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) - - - - - \$
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 3000.00
(v) Amount at which Custodian sold property and credited your account - - - - - \$ 550.00
2450.00
- (f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - - - \$
- (5) PERSONAL PROPERTY
- (a) Place or places at which property was left by the claimant at date of evacuation
On own Property
- (b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
In the House.
- (c) How stored or packed at time of evacuation
As was.

(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 the care of the custodian.

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

1. <u>Equipment and supplies</u>	Estimated Value \$ <u>200.00</u>
2. <u>Crops</u>	Estimated Value \$ <u>2000.00</u>
3. <u>Household appliances</u>	Estimated Value \$ <u>150.00</u>
4. <u>Custodian's price on household appliances</u>	Estimated Value \$ <u>60.00</u>
5. _____	Estimated Value \$ _____
6. _____	Estimated Value \$ _____
7. _____	Estimated Value \$ _____
8. _____	Estimated Value \$ _____
9. _____	Estimated Value \$ _____
10. _____	Estimated Value \$ _____

TOTAL CLAIM FOR PROPERTY LOSS \$ 3370.00

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)) - - - - - \$ 3820.00

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

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

Lethbridge.

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,
of
TO WIT;

I, Masajiro Takahashi
of Magrath

of the Town
in the Province of Alberta.

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 Town
of Magrath
in the Province of Alberta
this 18th day of 1947 November
A.D. 1947.

[Signature]
A Commissioner &c.

Masajiro Takahashi

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.

BRIEF

Notes in Defence

Masajiro TAKAHASHI

File No. 3914

Case No. 501

Lethbridge
April 2, 1948

V.L.A.

- Ex. 1 - Statement of Real Estate
Ex. 2 - Farm Appraisal Report (By Brown)
Ex. 3 - Statement of Personal Chattels
Ex. 4 - Analysis of Personal Property
Ex. 5 - Photo of house at Sandell Rd. R.H. #4, N.W.

- Claims:
1. Real Estate
 2. Personal Property

Claim 1:-

Part 9.354 ac. Sec. 33, Blk 5, N Range 2, Surrey Map 489.

Barn, stated as unfinished on Claim Form, said to be $\frac{1}{2}$ finished in Transcript P.3, line 1.

Assessment of land 1942: Land \$600.
Improvements \$325.

The claimant states his crop (gross) in 1941 was \$2000. and refers to Surrey Berry Co-Op Assoc. books Acct #355. See Transcript P.10 for Mr. Hunter's contention that the book is not sufficiently complete to be used as evidence in establishing productivity of the land.

Mr. R.W. Brown, in his appraisal report (S.S.B.), states that the land is in a poor state of cultivation, that the soil is poor, and that there is little evidence of it having been well farmed. He concludes by saying it is an unattractive property. For claimant's counsel's contention, see Transcript P.10, line 14.

	<u>Land</u>	<u>Bldgs.</u>	<u>Total</u>
Assessment	600.00	325.00	925.00
<u>Claim</u>		3370.	3370.00
Brown	365.50	200.00	565.00
Barnet		550.	550.

Claimant paid \$450. for land not cleared in 1928.

.....

Claim 2:-

The amount of the claim as given on Form G does not include the items listed in the "No Acct" column of the Analysis, as the claimant has not estimated the value of them.

The claim is for 97.20 - Sale by Auction 14.50
Abandoned 63.00
Recorded by Jap, 17.70
not found 97.20

Submission:

- (1) Personal property sold for its fair market value.
- (2) Prices claimed for property not sold by Custodian are exorbitant.

<u>ITEM</u>	<u>Estimated Value</u>	<u>Disposition</u>
Jam Crates 300 used	45.00	Abandoned. (See Trans. P.9 - Claimant says
100 new	18.00	" ("There was nothing wrong with
		(them", rather than "they were in
		/good condition.)
Jam Hollocks	5.00	Declared - not found
Fertilizer (200 lbs)	4.00	No record) Note than on J.P. form,
Bonemeal (200 lbs)	5.20	") lists "sulphur", rather than
"Go-West" (75 lbs)	5.50	") these items.
Spray Pump (2)	2.50	Sold for 2.50 (2)
Cable	6.00)	" " 5.00 (Transcript P.8 - Claimant
Blocks	6.00)	(says cable was "old when I
		(bought it in 1939".

R. M. Anderson: Moved chattels to auction.
S. P. Carlson: Attended auction.
R. A. Smith: Took inventory.
R. W. Brown: Appraised Real Estate.

HI/mw

Name of Claimant **SEAFARER, Mrs. Jiro**Case **503**Custodian File **3714**

REAL PROPERTY										Total
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 Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total		
					355	388.40			388.40	
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		
				40%	127.20	58.51		58.51		
TOTAL RECOMMENDATION										388.91

3924

December 28th, 1950

Mr. Masajiro TAKAHASHI,
Nagath, Alta.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 503

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$ 386.91.

Cheque in your favour is enclosed for \$ 386.91
and we have paid the Co-Operative Committee .. \$.00
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS:BK
Encl.

IN THE MATTER OF THE "INQUIRIES ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

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

19

Lethbridge, Alberta,
April 2nd, 1948.

IN THE MATTER OF THE CLAIM OF
NAGAJIRO TAKAHASHI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

W.E. HUCKVALE, Esq., appearing for the
Claimant.

A. WATSON, Esq., Secretary.
D.J. HANFORD, Esq., Official Interpreter.
S.E. HOWARD, Esq., Official Reporter.

30

2
M. Takahashi,
In Chief.
Discussion.

MR. HUCKVALE: The next case, sir, is Masajiro Takahashi.

THE SECRETARY: This is Case No. 505, Masajiro Takahashi.

MASAJIRO TAKAHASHI, the claimant herein,
being first duly sworn, testified
through the interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

10 Q Mr. Takahashi, you are submitting a claim respecting
Block 5, Section 33, North Range 2 West, Map 489,
District of South Westminster. Incidentally, this
is a claim for a crop and the chattel is being
abandoned, sir.

A Yes.

Q And in connection with that real property you
instructed me to prepare this form (indicating)?

A Yes.

Q And have you signed it? A: Yes.

Q And has it been read over to you?

A Yes.

20 Q And are those particulars contained in it true and
correct to the best of your knowledge and belief?

A Yes.

MR. HUCKVALE: I tender that as Exhibit 1, my lord.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Would my friend produce his appraisal
at this time, sir?

(APPRAISAL MARKED EXHIBIT NO. 2).

30 MR. HUCKVALE: Q: In your real estate form, Mr. Takahashi,
you show a barn that you state was unfinished.
Can you tell us what state of erection it was in,
how close it was to being finished?

H. Takahashi,
In Chief.

A It was about three-quarters finished.

MR. HUCKVALE: I merely point that out, my lord, because the appraiser forgets to mention it in his list of buildings.

Q How did you sell your crop, Mr. Takahashi, through the Surrey Berry Growers Co-Operative Association?

A Yes.

Q And does this book contain, so far as you are aware, the record of your crop sold during 1941 through that Association?

10 A: Yes.

Q And from this book did you get the statement that you have made in your form as to your crop during 1941?

A: Yes.

Q Now how much family help did you have on your farm, that is up to 1942, of course?

A There were five of us, my wife, myself and three children.

Q That is three children old enough to help, I take it?

A Three children were going to school.

20 THE COMMISSIONER: Then the family has shrunk.

MR. HUCKVALE: Q: How many children did you have altogether?

A: 7 children altogether.

Q All right, will you tell us when the eldest one was born, the year of birth of the eldest child? Or how old is the eldest child now?

A He is 25 now.

Q How old is the youngest now?

A Sixteen.

Q The youngest is sixteen now?

30 A Yes.

4
M. Takahashi,
In Chief.

Q Now in 1942 how many children were going to school?

A Three were going to school in 1942, excuse me, 4.

Q Four were going to school?

A Yes, four were going to school in 1942.

Q What about the other three? Were they helping you?
Four were going to school and what were the other
three doing?

A: The other three
assisted me on the farm.

10 Q How what condition were your plants in at the date
you were evacuated?

A I think they were not at all in bad condition.

Q Did you make any lease of your property before you
left?

A: No, I didn't.

Q Or did you sell the crop to anybody?

A No.

MR. HUCKVALE: Now there is just the question of the
assessment, sir, which I have. The land is \$600.00,
the improvements \$325.00, a total of \$925.00.

THE COMMISSIONER: In 1942?

20 MR. HUCKVALE: I think I am correct in that, sir.

MR. HUNTER: \$600.00 and \$325.00, my lord, is right.

MR. HUCKVALE: Q: Now, Mr. Takahashi, you also claim
for some chattels, do you not?

A Yes.

Q And did you instruct me to prepare this form?

A Yes.

Q And that is your signature?

A Yes.

30 Q And is it true and correct according to your best
knowledge and belief? A: Yes.

M. Takahashi,
In Chief.

Discussed on.

Q It is?

A: Yes.

MR. HUCKVALE: I will tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: And, as I understand you, that is your whole chattel claim except for any items that may have been lost? A: Yes.

MR. HUCKVALE: Then perhaps my learned friend would file the analysis, sir.

(ANALYSIS MARKED EXHIBIT NO. 4).

10 MR. HUCKVALE: That is all the questions I have, sir.

MR. HUNTER: It is submitted, my lord, that the real property sold for its fair market value. It is submitted that the personal property sold was sold for its fair market value. It is submitted that the prices claimed for property not sold by the Custodian are exorbitant. The real property was sold to the V.L.A. for \$555.00, my lord.

As I understand it, my lord, the only items claimed for are those shown on Exhibit 3, is that correct?

MR. HUCKVALE: On the personal chattel form except those left, those are the only ones we are claiming, and I do list three or four small items.

MR. HUNTER: You mean the ones shown in the analysis as having been lost?

MR. HUCKVALE: That is right.

MR. HUNTER: I just want to get it straight, that is all.

Now, my lord, if you will refer to Exhibit 3, you will see that the spray pump claimed for there and the blocks have already been dealt with in

N. Takahashi,
Cross-Exam.

the analysis where it says "wire, rope and blocks"
on the second list there sold for \$5.00.

THE COMMISSIONER: Yes.

MR. HUNTER: And two sprayers, \$2.50. I have been able
to check on these claims and the jam crates, my
lord, referring again to Exhibit J, they were
abandoned, similarly the hollocks.

THE COMMISSIONER: What is a hollock?

MR. HUNTER: I am not expert myself, my lord. I haven't
10 the faintest idea.

THE COMMISSIONER: In any case they were abandoned?

MR. HUNTER: Yes, perhaps we had better find out what it is.

CROSS-EXAMINATION BY MR. HUNTER:

Q What is a hollock, witness?

A These are the small strawberry boxes which are
placed in the larger strawberry trays.

Q And what is a jam crate exactly? Is it a crate to
hold berries which will be made into jam or just
20 what is it? A: The larger box is

the crate that the small hollocks are placed into.

Q And they are called a jam crate because they contain
berries that will be made into jam?

A Yes, my lord.

Q I thought I might as well clear this up. We have
been hearing a lot about them.

A Yes, it is the strawberries intended for jam-making.

MR. HUNTER: Now the third item there, my lord, the
fertilizer, was declared but not found. No, wait
30 a minute. This thing is rather difficult. I have

H. Takahashi,
Cross-Exam.

mis-read what I have put in here. The jam crates, 300 used, were abandoned. The jam crates, 100 new, were abandoned. And then we come to the hollocks-- I am sorry, I have mis-read this. What I have here is declared but not found.

THE COMMISSIONER: Yes.

MR. HUNTER: The fertilizer, 200 pounds, there is no record. Similarly with the bone meal, no record, and the "Go-West", no record.

10 THE COMMISSIONER: It apparently did go west.

MR. HUNTER: Q What is that, witness?

A It is a sort of insecticide.

MR. HUNTER: The spray pump, we have dealt with.

The table, I don't know what that is like.

MR. HUCKVALE: It is a cable.

MR. HUNTER: Oh, a cable. I couldn't picture a table, 145 feet long.

Q What was this cable, 145 feet long, witness?
How big was it, and what was it used for, and where
20 was it left?

A 3/8ths of an inch in diameter.

Q A steel cable?

A: Yes,

used to pull stumps.

Q I see. Where did you leave it?

A That was left in the house.

MR. HUCKVALE: I think it is the first item in the inventory of December 4th, I guess.

THE COMMISSIONER: It looks like it.

MR. HUCKVALE: You have among there, Mr. Hunter. I

30 think it is meant to be "wire, rope and blocks".

H. Takahashi,
Cross-Exam.
Re-Direct Exam.

THE COMMISSIONER: I think that is it. Anyway, it was
sold for \$5.00.

MR. HUNTER: That might be it, there was no comm. between
wire and rope.

Q How old was the cable?

A It was old when I bought it.

Q And when did you buy it?

A: In '39.

THE COMMISSIONER: Q: I suppose that was a discarded
logging cable bought second-hand?

10 A That is right, my lord.

MR. HUNTER: Q: What is that a photograph of, witness?
(indicating). A: That is my house.

MR. HUNTER: This was, as shown on the paper to which it
is attached, my lord, taken in May, 1943.

(PHOTOGRAPH MARKED EXHIBIT NO. 5).

MR. HUNTER: I think the analysis is self-explanatory,
my lord. Practically everything was sold and
there are a few items missing. They are very
small items, most of them.

20 THE COMMISSIONER: Very good. Anything further, Mr.
Buckvale?

MR. BUCKVALE: Yes, just on the question of the jam crates
and the hellocks. The record has been changed
since I received it. I didn't know they were
abandoned. In my analysis nothing whatever shows
in the abandoned column.

MR. HUNTER: I haven't added this because those items were
not in the original column or in the original claim,
I mean.

30 MR. BUCKVALE: Yes, they were.

M. Takahashi,
Discussion.

MR. HUNTER: Were they?

MR. HUCKVALE: Jam crates and hollocks on the left hand column of your claim as shown apparently in his J.P. sum. All I wanted to ask him about was about their condition.

THE COMMISSIONER: All right, proceed, Mr. Huckvale.

MR. HUCKVALE: These jam crates and hollocks -- oh, I beg your pardon, it is just the crates now; the hollocks are apparently abandoned or apparently declared but not found.

Q The jam crates, Mr. Takahashi, what condition were they in at the date of your evacuation?

A There was nothing wrong with them.

Q That is all, thank you.

THE COMMISSIONER: Can that be taken as being with faint praise.

MR. HUCKVALE: I take it they were serviceable, sir.

THE COMMISSIONER: All right, thank you, Takahashi.

(Witness aside)

MR. HUCKVALE: I take it you don't want the entries from this Co-Op book into the record, in any event, my lord?

THE COMMISSIONER: I think not.

MR. HUNTER: My lord, I think the entries in that book need a great deal of explaining. There are no dates at all, it is just months.

MR. HUCKVALE: The witness said it is the 1941 crop.

THE COMMISSIONER: We have got some information from the records from the point of view showing what the gross income was.

H. Takahashi,
Discussion.

MR. HUCKVALE: Yes, what the farm would produce.

THE COMMISSIONER: It is helpful from that point of view.

MR. HUNTER: I just would like to point out that for him to extract something from that book, unless you know how that book is made up, and I am sure he doesn't, that there should be somebody who can say what these items do mean, because there is nothing in there to tell you what it is.

10 THE COMMISSIONER: It will be open to you to argue that later, Mr. Hunter. All I am concerned with is what is the fair market value of the property, and one can perhaps get some slight assistance from that type of evidence.

MR. HUCKVALE: My argument is along the same line, sir, that if my property produces well that it has a higher market value than if it doesn't.

THE COMMISSIONER: Very well.

(PROCEEDINGS ADJOURNED SINCE DUE)

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

W. R. Howard
"W. R. HOWARD"
Official Reporter.