

4928

KEVIN T. ZIMMERMAN

STRAWBERRY HILL
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 INFORMATION

NAME: YUKAWA, Yonekichi
HOME ADDRESS: R.R. No. 1, New Westminster, BC 1315 Gibson Rd.
REGISTRATION NUMBER 12482 SEX: Male AGE: 55
OCCUPATION: Chicken 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: Myself

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Katsue File 4907. No claims on file

ADDRESS OF WIFE OR HUSBAND: R.R. No. 1, New Westminster, BC

NAMES OF ANY LIVING CHILDREN: Riseko (F) Katsumi (M)

ADDRESS OF CHILDREN: R.R. No. 1, New Westminster, BC

AGE OF CHILDREN: 14 years 9 years

STATEMENT OF ALL REAL PROPERTY (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: 5 acres ^{Sec} ~~Lot~~ No. 72 District of New
Westminster, BC

2. BUILDINGS AND OTHER IMPROVEMENTS: Five-room frame dwelling house.
Garage, woodshed, 9 chicken houses, watch house, incubator house,
storage house, packing house

3. INSURANCE (Give particulars; state where policies are) \$1500 in the North
Fire Ins. Co. on the dwelling house and furniture

4. TAXES (Amount and where payable) \$27.01 per year payable at Ladner.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) None

6. OCCUPANCY AND LEASES (If vacant so state) Myself

EXHIBIT No.

DATE

FILED BY

493-6
1 apr 1948
J. G. Hunter

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: At home
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN ^{1/2} strawberries, black currants, red currants
raspberries, and 20 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 furniture, carpenter tools, farm implements, electric brooder
incubator, poultry founts, chick troughs, 2 sprayers, milk barrel (10)
5 chick feeders, 1 tin 30" x 9' in the house at R.R. No. 1, New
Westminster, BC. Key will be left in care of---don't know.
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS 1 dog
1 cat
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: See page 1, No. 3

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)
Four \$5 War Savings Certificates belonging to my son Katsumi
in my possession

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: None

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 18th day of April 1942.

(Signature)

J. G. Gowan

J. J. Williams
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date 3/11/42

Full Name Yonskichi YUKAWA
(Surname in Block Letters)

Registration No. 12482

Male - Female
(check)

Age Aug. 29, 1856

Former Address R.R. #1, New Westminster B.C.

ate Evacuated 9/6/42

Naturalized - Canadian-Born - National
(check)

Present Address 1/2 St. Charles, Langhorne, Pa.

Married - Single
(check)

Name of Wife HASHIMOTO, Katsunori

Name of Husband

Name of Mother NAKATANI, Ren (nee)

Name of Father YUKAWA, Senkichi

Names of Children under 16 Riseko (F) 10/10/27

Katsumi (M) 27/6/32

Our File No. 4928

Registered with Custodian
(yes or no)

Requested By E. Burraston

Additional Information Chicken Farmer. 13 acres, house

11928
71.628
4-1-44
P

1021/15

REAL PROPERTY SUMMARY

File 4928
B.C. 432-P

JAPANESE NAME: Yonekichi YUKAWA - Reg. No. 12482.

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

PROPERTY ADDRESS: 1318 Gibson Road, New Westminster, B.C.

LEGAL DESCRIPTION: Lot 72 of part of Lot 440 Group 2 Map 1133 Municipality of Delta in the District of New Westminster.

TITLE: In the name of Yonekichi YUKAWA.

ENCUMBRANCE: Vesting 25304 - 15th January 1943.

ASSESSED VALUE: 1942 -
Land \$261.00
Improvements 2500.00 Total \$2761.00 Taxes \$24.55.

CLASSIFICATION: Inspector reported on the 7th June 1942, a farm of 4.78 acres, 4 $\frac{1}{2}$ of which had been cleared with $\frac{1}{2}$ acre strawberries, 1 acre raspberries, 1 acre black currants, and 1 acre red currants. The buildings on the property were a 1 storey frame house 20 x 36, 5 rooms in fair condition with 2 colony houses, chicken house, 200 feet x 50 feet, 2 storey pickers house, woodshed, bath house and storage room combined, chicken house 36, incubator house, packing shed and garage combined, feed shed and lean-to, chicken house combined, 2 chicken houses 85 feet, one 8 x 10, chicken house 100 feet, part 2 storey chicken house 54 feet. Property occupied at date of inspection.

HISTORY OF
ADMINISTRATION:

Leased on the 12th June 1942 (owner evacuated 9th June 1942) by Yonekichi YUKAWA to Charles L. ROOKE as from the 12th June 1942 to the 31st December 1942, at a rental of \$300.00. The lease included tools, equipment and furniture as per list attached to lease. It also provided for an extension of the lease for 12 months after expiration at \$20.00 per month. Mr. ROOKE paid to the Custodian through the Brackman-Ker Milling Co., on account of this lease - \$136.00.

The lease contained no warranty as to the acreage under cultivation. It provided however that the lessee should not sub-let, without leave, any part of the leased property. Notwithstanding this proviso, Mr. ROOKE had sub-let one or more chicken houses on the property at a rental of \$20.00 per month.

Out of this lease there arose considerable trouble in respect to the collection of the balance of \$164.00 of rental. Mr. ROOKE claimed that there was misrepresentation on the part of the lessor as to the returns that might be expected from the crop and sighted Mr. Page of the Brackman-Ker Milling Co., as a witness to the verbal part of the agreement to lease. Mr. Page did not substantiate Mr. ROOKE'S claim and there is nothing on file apart from Mr. ROOKE'S statement as to any verbal understanding whatever. Mr. ROOKE submitted to the Custodian a statement of crop return showing the gross crop of 1942 to be \$613.59 and expenses \$163.45, with a net of \$450.14. This claim not being allowed by the Custodian, Mr. ROOKE referred it to Messrs Cassidy & Lewis, Solicitors, New Westminster, who wrote the Custodian on the 8th February 1943 submitting the claim in general terms. The claim was subject of considerable

considerable correspondence

between the Custodian and Cassidy & Lewis and of interviews with Mr. ROOKE and was finally referred to Mr. Sheppard, who advised in a letter of the 27th April 1943, that in his opinion the claimant had no case. There ensued correspondence between the solicitor to the two parties and a settlement was finally arrived at, Mr. ROOKE agreeing to pay \$64.00 and to be relieved of the balance of \$100.00, and payment of the \$64.00 was made on the 26th June 1944. The account of Locke, Lane, Guild & Sheppard in this connection \$15.00, was paid 28th, July 1944.

The above lease was renewed to Mr. ROOKE as from the 1st January 1943 to the 31st December 1943 at a monthly rental of \$16.00, and the amount accruing from this lease was allowed to The Director The Veterans' Land Act.

SOLD:

To The Director The Veterans' Land Act for \$993.00 as at 1st January 1943.

Approved by the Advisory Committee 1st June 1943.

FUNDS:

Released to the credit of Yonekichi YUKAWA, sale price \$993.00 plus returns from crop \$200.00, plus refund of insurance \$10.54, total \$1203.54; less taxes \$52.78, Certificate of Encumbrance \$1.00, registration fee \$3.00, legal fee \$15.00, insurance \$10.60, total \$82.38. Net amount released \$1121.16.

TITLE:

Included in C. of T. 16691-E and payment of consideration included in cheque to the Custodian dated 28th February 1944.

OLD C. OF T.
NO. 80471-E:

Was in possession of Mr. YUKAWA.

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

DATED November 25th, 1946.

David Macpherson

IN:ML

[illegible]

FIRE INSURANCE SUMMARY

File 4785

Re: Yonekichi YUKAWA - Reg. 12482

November 25, 1946.

Mr. YUKAWA declared insurance in the North
West Fire Insurance Co., \$1500.00 - \$1000.00 being
on dwelling and \$500.00 on household and personal
effects, for a period of 3 years expiring on the 1st
August 1944. The insurance on the building was trans-
ferred to The Director The Veterans' Land Act.

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

J. H. Macpherson

IN:ML

LIABILITY SUMMARY

File 4928

Re: Yonekichi YUKAWA - Reg. 12432

November 25, 1946.

Bruckman-Ser Milling Co. filed a claim on the 21st September 1942 of \$333.06. This claim was paid on the 26th January 1945.

Saijiro YAKITA filed a claim on the 14th December 1942 of \$256.53, which was paid on the 26th January 1945.

The two claims above were submitted for confirmation to Mr. YUKAWA on the 6th January 1944. On the 3rd February 1944, Mr. YUKAWA acknowledged receipt of the letter but did not specifically confirm these claims. It appears that the absence of any protest ~~on~~ the claims ~~was~~ accepted by the Custodian as confirmation.

No claim is filed against Katsue YUKAWA, File 4907, wife of Yonekichi YUKAWA.

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

J. H. Thompson

IM:ML

File No. 4928

Date June 4/44

SUMMARY

Name: YUKAWA, Yonekichi #12482.

Address: 1318 Gibson Rd. Delta B.C.

(1) - We have today moved to auction room at Townline & Sandel Rds. effects as per enclosed list at a total cost of \$ 14.00 as per attached bill.

(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.

(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:
Nothing outstanding.

The tenant gave us the following explanation: _____

Signed. P. M. Anderson

File No. 4928

January 6th, 1944

CLAIMS DEPARTMENT

Yonekichi YUKAWA - Reg. No. 12482

CREDITORS:-

1. The Brackman-Ker Milling Co. Ltd..... \$333.06
2. Saijiro WAKITA..... F-12966..... 256.53

\$589.59

Note - LK Rooke dispute

Settled by payment of 64.00 by Rooke
26-6-44

Cr. Bal.....\$ 71.62
6/1/44

Cr. Bal. 1165.10

H-12-44

BRD /ND

CLAIM

File No.

4928

DATE

Sept. 21st, 1942

CREDITOR

Brackman-Ker Milling Co. Ltd.

DEBTOR

Mr. Y. Yukawa,
Gibson Road,
R. R. #1,
New Westminster, B. C.

AMOUNT OWING

\$333.06 —

AGENT

ORIGINAL FILE

G/68

January, 1943

I.F.

EB

CLAIM

File No. 4928

PAID

DATE

December 14, 1942.

CREDITOR

Saijiro WAKITA

DEBTOR

Yonekichi YUKAWA

AMOUNT OWING

\$256.53 - *pd*

AGENT

Mr. F. Drewe Pratt,
602 Hastings St. West,
Vancouver, B.C.

ORIGINAL FILE

12966

Dec. 24/42.

D. Egglestone

EB

REPORT ON EVACUATED JAPANESE PROPERTY

File No. _____

MUNICIPALITY: Delta.

Date: July 7, 1942.

NAME: YUKAWA, Yonekichi.

REGISTRATION NO. 12482.

ADDRESS: 1316 Gibson Rd., New Westminster, B.C.

PROPERTY:

ACREAGE: 4.78 acres. 4 1/2 acres cleared.

KIND OF CROPS: Straws. Rasps. Blk. Curr. Red Curr.

APPROXIMATE ACREAGE OF EACH: 1/2 poor. 1. 1. 1/2 poor.

HOUSE: 1 Storey. VACANT: OCCUPIED Yes.

DESCRIPTION Frame. ROOF: Shingle.

SIZE: 20 x 36. NO. OF ROOMS 5.

CONDITION: Fair.

OTHER BUILDINGS: 2 colony hses., chicken hse. 200' (50' 2 storey). pickers hse. woodshed bathhouse & storage room combined. chicken hse. 36'. Incubator hse. NAME OF LESSEE OR RENTOR: C.L. Rook packing shed & garage combined. feed shed & lean to chicken hse. combined.

TERMS: \$300.00 through B&K from June 12/42 until Dec. 31/42.

2 chicken hses. 85'. chicken hse. 8'x 10'. chicken hse. 100' 1/2 2 storey. chicken hse. 54'

WATER: 6 Wells.

ON:

OFF:

LIGHT: Yes.

ON:

OFF:

REMARKS: There were 4 families living in house at one time, articles listed below may be mixed. Lessee has use of tools & equipment. Land becoming overgrown. Left on property, 5 cats & 1 dog.

INVENTORY OF CHATTELS LEFT ON PROPERTY

In house downstairs.

Kitchen range

Bed.

Dresser.

Gramophone. 5

2 Chests of drawers. 5

Bed couch. 5

Baby crib. 5

Kitchen cabinet.

5 chairs. 10

Dining table. 5

6 chairs. 5

High chair. 5

Heater. 5

Kitchen utensils & dishes. (few) 5

In Incubator house.

4 incubators. (charters) 5

Electric heater.

Bdle. of garden tools.

2 Peaveys.

2 Picks.

Heater. 5

Hand cultivator. 17.55 HRS

Hand sprayer.

Car chains. D

Monkey wrench. D

Hand saw.

Bedstead.

Flour tin. (100#) D

Shake splitter.

Canary cage. (large) D

*Sold by auction
30/5/45 Surrey B.C.*

In attic.

50 bdies. (approx) tied up. (contents unknown) 5

In house. (does not belong to YUKAWA)?

Dresser. 5

Baby crib.

High chair.

Baby carriage.

In chicken houses.

Bdle. of garden tools.

1 1/2 cases of window glass 5

Feed chopper.

In Picker house.

2 Beds.

Gramophone. (out of order)

Heater. 5

In Feed shed.

7 Electric brooders.

5 Cross cut saws. 5

5 Milk cans. (lge.) 17.55 HRS

24 chicken drinking fountains.

Round table. 5

10 Galvanized pails. D

6 Step ladder. 5

D. Specified

Sold by auction 30/5/45 Surrey B.C.

Signed:

J. Moulton

H. Logan

BC-432-P
BC-2167-A

BC/432-P
BC/2167-A

Page 1

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

Farm Appraisal Report

File No. J.L.709

Land Description Lot 72, D.L.440, Qp.2, Map 1133.
1318 Gibson Road.

Containing 4.75 Acres

Owner's Name Y. Yukawa

Post Office Address R.R.1, New Westminster,
B.C.

Nearest Rail Point Kennedy, B.C.R.R.

Distance 1 mile

Market Town New Westminster, B.C.

Distance 5 1/2 miles

Church (give denomination) Roman Catholic (Scott Road)

Distance 1 mile

Nearest School Kennedy

Distance 3/4 mile

State how property was identified: Survey post, map, roads & local inquiry.

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

At 1318 Gibson Road about 1 mile west of Scott Road. Gravel, fair.

Is this district a good one? Not a good farming district, soil gravelly, suitable for poultry.

Employment opportunity Seasonal on farms. Established industries along the Fraser River about 4 miles distant.

Predominating Nationality and religion: British, Protestant.

EXHIBIT No. 493-4

DATE 1 Apr. 1948.

Describe Fencing and its condition: Picket fence around part of ppty.

Value \$ J. W. G. Hunter

Water supply: 3 wells on property. They usually go dry in a dry year.

Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	22 x 26	frame	8'	shgl	15 ye	cedar blks	poor	200.00
	10 x 18							
Shack	14 x 21	"	7'	"	20 "	" "	"	25.00
Chicken house	20 x 200	"	6'	"	10 "	" "	fair	600.00
Cotony house	12 x 20	"	4'	"	10 "	" "	"	15.00
Wood shed bath	10 x 40	"	6'	"	10 "	on grd	"	25.00
Incubator room	14 x 16	"	7'	"	10 "	" "	"	25.00
Shed	16 x 20	"	9'	"	15 "	posts	poor	no value
Shed	12 x 20	"	9'	"	15 "	"	"	"
Chicken house	20 x 35	"	6'	"	10 "	cedr blks	fair	100.00
"	20 x 80	"	6'	"	5 "	"	good	300.00
"	20 x 80	"	6'	"	5 "	"	"	300.00
"	20 x 156	"	6'	"	5 "	"	"	600.00
Granary	20 x 20	"	10'	"	5 "	"	good	100.00
Chicken house	10 x 20	"	8'	"	2 "	"	"	"

Electricity in buildings.

Total present day value \$2290.00

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? Habitable but not in good condition - Poor construction.

\$

Describe the basement and chimneys: No basement, Brick chimney on bracket.

No. rooms downstairs? 5 Upstairs? nil How finished Boarded

Are buildings painted? No

Condition of paint -

Distance from nearest bush 30 yards.

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

Cultivated Land

BC/432-F
BC/2167-A

Page 2

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
4.1	Level	Sandy & gravelly loam 12" - 24"	Gravel Hard Pan	Rapese & black cur- rants fair to good. Straws poor, weedy. Cultivated land and building sites.	50.00	205.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
.15	Level	sandy & Gravel gravelly Hard loam. pan 12"-24"		Clearing second growth and some stumps.	100.00	10.00
						6.50
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 \$ 211.50

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 \$1011.50

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

Farm in very poor state of cultivation - very weedy.

Rented to C. L. Rooks from June 12 - Dec. 31st, 1942 for \$300, of which \$136.00 has been paid. Tenant has option to re-lease at \$20.00 per month.

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

Noxious weeds: Thistles, etc. Property very weedy.

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

Taxes \$24.55

Corporation of Delta.

Date: July 31st, 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 28 day of July 1942.

Inspector's Signature

"R. W. BROWN"

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

Remarks: Property is located at 1312 Gibson Road about 3/4 mile west of Scott Road. The soil is a sandy and gravelly loam best suited to poultry raising, although with cover cropping and manure strawberries would do quite well. The cultivated acreage is in a poor state of cultivation and is very weedy. Very little work has been done on the place this year. The raspberries are good and the black currants fair but the straws are poor and it is difficult to find them for weeds. The acreage not cultivated has been slashed but there is now quite a strong second growth and the stumps are still there. The dwelling is in poor shape but the chicken houses are in fair to good condition. There is some old rail fencing on part of Lot but it is in poor shape. Water is obtained from a well but wells in this area usually go dry in a dry year. There is electricity in the buildings.

(FOR ORCHARD LANDS ONLY)

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

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

Approximate acreage in small fruits:	\$
.35 ac. Rasp.	\$
.45 " Black currants.	\$
There are a few straws, but they are old and poor and it is difficult to find them for weeds. There is some garden and the balance of cleared land is taken up with chicken runs, buildings, and weeds.	\$
	\$
	\$
Total	\$

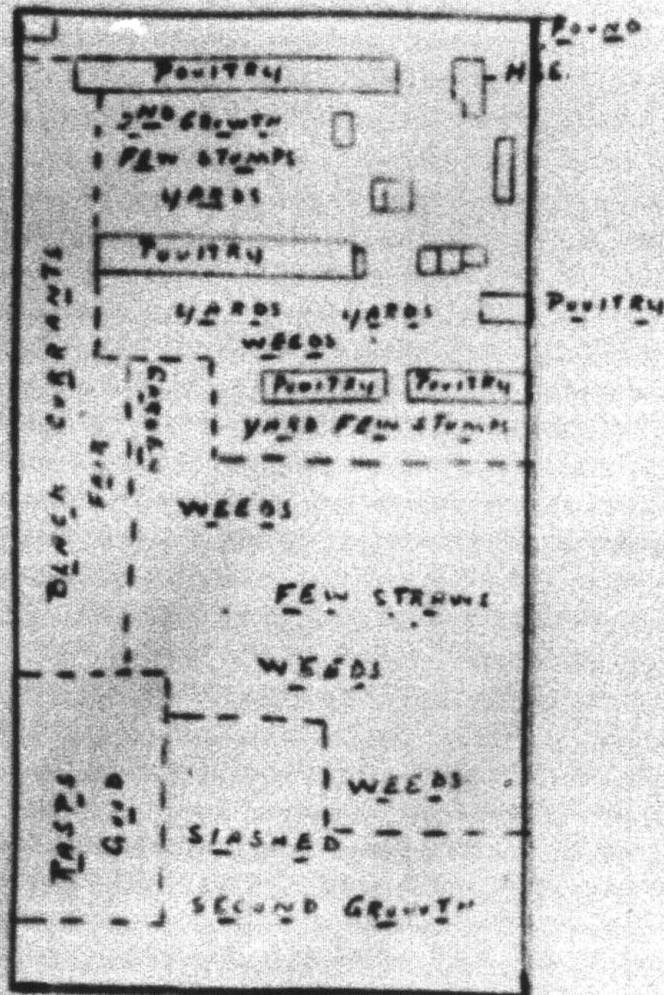
Amount fruit trees add to value of farm \$

Diagram of Property

SCALE 1" = 10'

N

GIBSON ROAD



LOT 72, DL 440, GP- MAP 1130 - 4/544

T. W. BROWN

Following careful review of this appraisal report, it is my opinion that the present value is \$1500

Date 1st August, 1942.

(SIGNED) I. T. Barnet
District Superintendent.

ESTABLISHED 1878

Richardson
INCORPORATED 1899

THE BRACKMAN-KER MILLING CO. LIMITED

BRANCHES AT
NEW WESTMINSTER, VANCOUVER, VICTORIA,
CHILLIWACK, ROSEDALE, GARDIS, ABBOTSFORD,
LANGLEY, FRASER, CLOVERDALE, HANEY,
COQUITLAM, LADNER, BIRCHMOUNT, NANAIMO,
COMSTOCK, MONT ALBERT, PRINCE RUPERT,
WILKIN, ROSSELAND



CABLE ADDRESS "BRACKMAN"
DOWLING'S GRAIN CODE
BENTLEY'S CODE

HEAD OFFICE
FRONT STREET
NEW WESTMINSTER, B. C.

DISTRIBUTORS OF
PURITY FLOUR

August 10, 1942

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

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
AUG 11 1942

File No. 4928

Re Y. Yukawa & C. L. Rooke

Gentlemen:

We have your letter of the first inst.
in connection with the above, in which you asked
us to forward to your office the payment of \$160.00.

Verify by Rooke ? In the first place this was a typograph-
ical error, the amount should have been only
\$136.00 and not \$160.00. We were in hopes that
you would be able to apply this amount on our
account as Mr. Yukawa owes us \$336.00 and it was
the understanding with him that any amount received
for rent would be applied on our account, as the
information he gave us was that he had no other
accounts outstanding. *333.00*

Yours truly,

THE BRACKMAN-KER MILLING CO. LTD.

W. Page
Credit Manager

WP:P

ESTABLISHED 1878

Richardson

INCORPORATED 1899

4928

THE BRACKMAN-KER MILLING CO. LIMITED

BRANCHED AT
 NEW WESTMINSTER, VANCOUVER, VICTORIA,
 CHILLIWACK, ROSDALE, SAGDIE, ABBOTSFORD,
 LANGLEY, FRANKS, CLIMACK, HANET,
 COMSTOCK, LAKED, BRIDGMAN, GARDNER,
 GARDNER, PORT KENNEDY, KINGS, ROBERT,
 NEWEN, TROSBAND.



CABLE ADDRESS: BRACKMAN
 DOWLING'S GRAIN CODE
 BENTLEY'S CODE

HEAD OFFICE
 FRONT STREET
 NEW WESTMINSTER, B. C.

DISTRIBUTORS OF
PURITY FLOUR

July 29, 1942

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

OFFICE OF THE CUSTODIAN
 JAPANESE SECTION

RECEIVED
 JUL 30 1942

Gentlemen;

We enclose herewith lease in connection with Y. Yukawa and Charles L. Rooks. You will notice that the lease calls for \$300.00 to be paid but so far only \$160.00 has been paid, this amount the writer has.

Regarding the kitchen stove and heater which Mrs. Yukawa has written for the writer saw the tenant on Monday and she stated that it was understood that they would be left, however if she can have time to get her own stove in Vancouver which is being used by her sister she would be willing to let Mrs. Yukawa have it.

We understand that there are two stoves in the house on Wilson Road which might be used.

Yours truly,

THE BRACKMAN-KER MILLING CO. LTD.

Credit Manager

WP:JP

*Ma
 Acknowledged
 & request funds be
 sent to make B.K.*

28

1318 Richardson
Gibson Rd RR1
New Westminster
B.C.
Aug. 1941/1942

D. Richardson,
Manager, Farm Dept.
Japanese Evacuation Section
File No. 4928

Dear Sir,

In answer to
your letter of Aug. 13th.
regarding amount we
paid on our lease. We
have paid \$136.00 to
date.

Yours truly,

B. L. Rooke

OFFICE OF THE CUSTOMS
JAPANESE SECTION
RECEIVED
AUG 25 1942

3

OFFICE OF THE CUSTODIAN
14 928 SECTION

RECEIVED
Japanese Custodian,
Vancouver B.C.

1318 R.R.#1 Gibson Rd.,
New Westminster B.C.

Oct 5, 1942.

Richardson
Rd. Yukon Farm.

Dear Sir—,

Enclosed find statement of produce of 1942 crops,
which shows that I consider about half of what
the crop should have been.

I believe the crop was reduced to this amount
by willful negligence of the Japanese, therefore
with a readjustment of rate of rent.

The well has been dry for two months or more.

Yours truly

Charles L. Rooke

Statement of Fruit sold at Home.

Raspberries — 97.10
 Strawberries — 37.55
 B. Currants — 12.73
 R. Currants — 6.91

\$148.02

RECEIVED
 OCT 6 1942
 OFFICE OF THE CUSTODIAN
 OF THE LANDS

Charges Received

20.00
 63.84
 38.76
 99.07
 139.26
 92.68
 11.80

Wages for picking.

Raspberries — 47.30
 B. Currants — 60.15
 Strawberries — 36.00
 Working Currants \$20.00

\$163.45

\$465.57

15th October, 1942.

Mr. Yonekichi Yukawa, #12482,
c/o W. C. Shields,
Shaughnessy, Alta.

Dear Sir:

Before your evacuation from Surrey you rented your property to Mr. Charles L. Rooke through the Brackman-Ker Milling Co. for the sum of \$300.00.

Mr. Rooke has called at this office and also written to us stating that the rent is too high and wishes it lowered. He is a good tenant and is doing his utmost to look after your property. In view of this we suggest that you allow him a rebate on a portion of the rent, as, if Mr. Rooke leaves because of the high rent, the next tenant might not take so much interest in your property.

Yours truly,

R.D. Richardson,
Farm Department.

WEA:GF

4928

Richardson
G. W. C. Sheets
Shanghai
October 21, 1942
out to Anderson

The Custodian Office
San Francisco, Cal.
OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
OCT 26 1942

Dear Sir:

We received your letter in regards to
the rent of the house in Suway.

May we inform you that we cannot
not lower the rent of \$300.00 as that
included the rent of \$30. per month from
June and also the crops. If we were
there we would get about \$1000 in the
crop. and so it is impossible to make
any changes. and besides it was agreed
to rent it at that price.

Hoping you will look after the
matter. and sorry we cannot allow a
rebate.

I am.

Yours truly,
Ry. Yukawa

4928

30th October, 1942.

Mr. Charles L. Rooke,
1318 Gibson Rd.,
R.R. #1,
New Westminster, B.C.

Dear Sir:

re: Yonekichi YUKAWA.

We have received a reply from the above Japanese regarding reduction in rent on his property, and regret to advise that he is unable to see his way clear to reduce same.

Mr. Yukawa states the lease consideration of \$300.00 included a monthly rental of \$20.00 which from June 12th to December 31st would amount to \$130.00, leaving a balance of \$170.00 for purchasing crop. According to you your gross crop was \$613.59, expenses to harvest same \$163.45, leaving a net profit of \$450.14. With these facts in mind we would appreciate receiving from you the balance due under your lease of \$164.00.

Yours truly,

R. D. Richardson,
Farm Department.

WEA:GF

4928

December 17th, 1942.

Mr. Charles L. Rooke,
R. R. #1,
New Westminster, B. C.

Dear Sir:

Re: Yonekichi YUKAWA

We have today received an application for reduced rental on the above Japanese property in your favor commencing January 1st, 1943, at the rate of \$16.00 per month. In view of the fact that you are now apparently satisfied on your term and rate of rent on this property, we feel that the balance due for 1942 be now settled.

We request that you give this matter your prompt attention and trust that we may hear from you in the course of the next few days.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

BRITISH COLUMBIA SECURITY COMMISSION

MARINE BUILDING
VANCOUVER

B. C.

Lethbridge, Alta.,
Jan. 12, 1943.

EVACUATION SECTION	
Rec'd	JAN 14 1943
File No.	1718 1718
Ans.	
Referred	Richardson

The Official Custodian,
Japanese Evacuation Section,
507 Royal Bank Bldg.,
VANCOUVER, B.C.

Out to and.

Dear Sir:

Re: Y. YUKAWA, #12482-151679

I am informed by above named that he owns property in Strawberry Hill, which was leased by Mr. Leard of the B. & K. Company, New Westminster, of which he is the Manager, and to whom was given a Power of Attorney to rent. The rental return from approximately last April to December 31st, was to go to the B. & K. Company to offset outstanding obligations to that Company on the part of Mr. Yukawa and the rental from Jan. 1st, 1943, which was to be at \$20.00 per month, was to be turned over to the Custodian.

These people have had no advice from Mr. Leard since leaving British Columbia and under present conditions as they are likely to become charges on us for financial assistance and are willing to have the \$20.00 a month rental diverted here for their maintenance, we would ask you advise us in the matter so that we may take suitable action.

Yours truly,

B.C. SECURITY COMMISSION

A.E. Russell

A.E. Russell.

AER/B

1318 Gibson Rd., R.R. #1
New Westminster, B.C.

Jan 20, 1943

Japanese Custodian,
506 Royal Bank Bldg,
Vancouver, B.C.

Re file - no 4928

Dear Sir:— Your letter of Jan 14, 1943, ^{sent to Appleyson}
I have not yet received my copy of the lease
on this property which I feel I am entitled
to hold before making any payment on rent.
Please give this matter your attention.

Yours Truly,

Charles L. Rooke

EVACUATION SECTION	
Rec'd JAN 22 1943	
File No.	
Ans.	
Referred	Appleyson

January 26th, 1943.

Mr. Charles L. Rooke,
1318 Gibson Road,
R. R. #1,
New Westminster, B. C.

Dear Sir:

Re: Yonekichi YUKAWA

In reply to your letter of January 20th.

You state that you have not received a copy of your lease and feel that you are entitled to hold payments until you receive same. This is quite true but we consider your attitude towards payment of rent very one-sided and with no thought for the co-operation extended by this office.

We have sent you two letters regarding the \$164.00 balance of your 1942 lease, which is now past due. You have chosen to ignore our request for settlement of this amount but we are forced to bring it to your attention that unless satisfactory arrangements are made with this office, you leave us no other alternative but to place this in the hands of our solicitors.

Yours truly,

R. D. Richardson,
Farm Department.

WEA/EM

29th January, 1943.

British Columbia Security Commission,
355 Burrard Street,
Vancouver, B.C.

Attention Mr. M.L. Brown.

Dear Sir:

re: Y. YUKAWA. #12432-151679.

We have for acknowledgment a letter dated January 12th from your representative at Lethbridge, and wish to advise that the subject Japanese property was leased to a Mr. G.L. Rooke on June 12th, 1942, until December 31st, 1942, for the sum of \$300.00 with option to renew at that time at the rate of \$20.00 per month.

We have been unable as yet to obtain full settlement under this lease, and at the present time there is a balance of \$164.00 unpaid as the tenant claims that there was misrepresentation and deliberate neglect on the part of subject Japanese prior to evacuation, but this office is making every effort to collect this sum.

Mr. Rooke is a good tenant and is doing his utmost to keep the property in condition. He has applied for a renewal of his lease to the Soldier Settlement of Canada who, on reviewing this farm, have recommended straight monthly rental of \$16.00 from January 1st, 1943.

At the present time the following is a statement of Yukawa's account with this office:

Statement received from Brackman-Ker Milling Co. (attached)	\$125.40
Less Municipal taxes	52.78
	<u>\$ 72.62</u>

There have been two claims filed against Yukawa:-

Brackman-Ker Milling Company	\$333.06
Saijiro Wakita	\$256.53

1st February, 1943.

Mr. Charles L. Rooke,
1318 Gibson Road,
R.R. #1,
New Westminster, B.C.

Dear Sir:

re: Yonekichi YUKAWA.

We wish to confirm the arrangements arrived
at on January 30th at this office.

As there is a balance of \$164.00 on your
1942 lease with subject Japanese, it was agreed that
in addition to your monthly rental of \$16.00 you would
pay the sum of \$10.00 per month commencing February
15th until spring, at which time you would increase the
payment to \$20.00 in May and any balance due on this
amount at the end of this crop season would be paid out
of the crop proceeds.

We trust you will find this in accordance
with your understanding of our conversation and would
appreciate your acknowledgment.

Yours truly,

R. D. Richardson,
Farm Department.

WEA:GF

10th February, 1943.

Messrs. Cassady & Lewis,
Barristers & Solicitors,
Westminster Trust Building,
New Westminster, B.C.

Dear Sirs:

re: Yonekichi YUKAWA re Charles L. Rooke.

We have for acknowledgment your letter of the 8th instant and, after carefully noting your remarks therein, we are quite at a loss to understand why Mr. Rooke took this matter up with you at all in view of the understanding he had with this office regarding the unpaid balance of \$164.00 owing to Yukawa under lease covering 1942.

The facts according to our records are:

1. Lease dated June 12th, 1942, between Yukawa and Rooke to cover period ending December 31st, 1942, with option to renew lease for further twelve months, payable \$20.00 per month in advance from January 1st, 1943.
2. Consideration of \$300.00 to be paid on execution of the lease; \$136.00 of this amount paid July 20th by Mr. Rooke, leaving a balance of \$164.00.
3. The lease covered land and buildings and the use of considerable chattels and equipment. No mention made in the lease whatsoever of crop.
4. On October 10th Mr. Rooke supplied us with details of sale of his crop: gross returns \$613.59, deductible expenses \$163.45, leaving a net income from crop of \$456.14. A letter from Yukawa to the Custodian infers that consideration of \$300.00 was based on a monthly rental of \$20.00 per month from June 12th to December 31st, amounting to \$130.00, and the balance, namely \$170.00, was purchase of crop.
5. Mr. Rooke made an application through the Soldier Settlement of Canada to lease this property for a further period

at a monthly rental of \$16.00. This application was accepted and necessary lease executed.

6. On February 1st Mr. Rooke called at the Office of the Custodian and, in the presence of the writer and our Mr. Anderson, fully discussed the unpaid balance owing by him to Yukawa. He informed us the reason he had not been able to pay up the balance owing by him was due to the fact that he had purchased certain small live stock, and as he had to buy feed for them during the winter months he had no money with which to pay up his debt to Yukawa. He stated when the snow was off the ground he would be able to let his live stock out to feed, and he would then be able to start making payments. We asked him why he had not made use of the considerable chicken equipment that was on the property in order to increase his income, in view of the urgent need for production, and he replied that he felt the chicken business was too hazardous. He agreed to make monthly payments of at least \$10.00 per month commencing February 15th, and about May or June to increase the payment to \$20.00 per month, and that he would pay up in full any balance remaining from the proceeds of his crop returns. This arrangement with Mr. Rooke was confirmed by our letter of February 1st.

We are pleased to give you the foregoing details so that you may have knowledge of this case as we see it.

Yours truly,

R. D. Richardson,
Farm Department.

RDR:GF

Cassady & Lewis
Barristers & Solicitors
George L. Cassady Allen L. Lewis

VACUATION SECTION	
Rec'd	FEB 9 1943
File No.	4928
Ans.	
Referro	<i>Richardson</i>

Westminster Trust Building
G.
New Westminster, B. C.
Canada

February 8, 1943.

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

Attention Mr. R. D.
Richardson.

Dear Sir: re Your file 4928,
 Yonekichi Yokawa re Charles L. Rooke.

Mr. Rooke has consulted us in respect of your claim of \$164.00 being the balance in connection with Mr. Rooke's 1942 lease. We have discussed the matter with him quite fully and if what he says can be substantiated it seems to us that he has a real claim for misrepresentation in connection with the said lease. As an inducement for him to take the lease originally and agree to pay \$300.00, \$130.00 on account of rent and the balance of \$170.00 for purchasing the crop, it was represented that there was one acre of blackcurrants and one acre of raspberries and one acre of strawberries and that there would be not less than four tons each of blackcurrants and raspberries. However Mr. Rooke obtained slightly under one tone each of blackcurrants and raspberries. Further, instead of getting not less than 200 cases of strawberries he only got 39 cases and about 500 pounds of jam berries. It would seem therefore that he is entitled to damages for misrepresentation not less than \$170.00 being the proportion allowed for crop purchase. Subject to seeing Mr. Rooke's witnesses personally we are prepared to go to the Courts to substantiate his claim. Before going further, however, we shall be glad to hear whether or not you have already taken this angle of the matter under consideration.

Yours very truly,

CASSADY & LEWIS,

Per: *A. L. Lewis*

ALL.

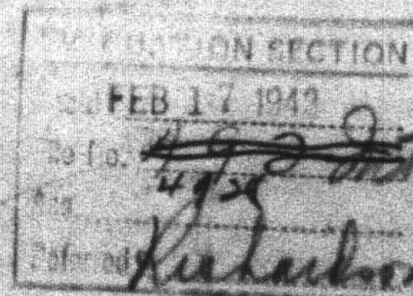
Cassidy & Lewis
Barristers & Solicitors
George L. Cassidy Allen L. Lewis

TELEPHONE WESTMINSTER 3120 & 3121
P. O. DRAWER 220

Westminster Trust Building
New Westminster, B. C.
Canada

February 16, 1943

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



Dear Sir: Attention Mr. R. D. Richardson.

Re: Your file No. 4928
 Yukawa re Rooke.

We duly received your letter of the 11th instant and immediately sent a copy thereof to Mr. Rooke. He called on us today and he has made, as far as we can see, a very satisfactory explanation of the matter. Apparently you have not covered or are not aware of the facts which were brought out through Mr. Rooke's interview with your Mr. Anderson.

Rooke wrote you on October 5th stating in part as follows:

"Enclosed find statement of produce for 1942 crop, which shows what I consider about half of what the crop should have been. I believe the crop was reduced to this amount by wilful negligence of the Japanese, and I wish a readjustment of rate of rent".

Apparently therefore, there is writing to confirm Rooke's claim of misrepresentation as far back as October 5th. You did not tell us this in your letter of Feb. 10th.

After you received Yukawa's reply setting out how the \$300.00 consideration was based, Mr. Rooke had a conversation with your Mr. Anderson about November when the reduction of the 1942 rental was discussed. Mr. Anderson suggested that it stand until the matter of amount of the rent for a renewal for 1943 was taken up with the Soldier Settlement Board. The matter was therefore delayed through these negotiations, but Rooke understood that if the S.S.B. reduced the rental, Mr. Anderson suggested there would be some reason for the Custodian to reduce the 1942 rent. However, when Rooke saw Mr. Anderson and you on February 1st he was then first informed by you definitely that he could obtain no reduction of rent. Unfortunately he did not know but this seems to have been bad advise.

The further discussion as to the reason why the above was

unpaid and the further arrangements for payments as referred to in Paragraph 6 in your letter to us on the 10th instant were all dependent on the premise "if the \$300.00 rental for 1942 must be paid in full".

It would still seem to us, therefore, that Rooke has a perfectly good claim for damages for misrepresentation. We shall be glad to hear your further remarks in connection therewith.

Yours very truly,

CASSADY & LEWIS,

Per: A. R. Lewis

ALL:

P.S. Since writing the above, Mr. Rooke has brought us in your letter to him of February 1st. He denies specifically that those are the arrangements arrived at in his verbal conversation with you and in the first place the whole question of payment of this balance of \$164.00 was subject, as above stated, "if that balance must be paid". Secondly, he instructs us that he specifically stated he could not start making additional payments of \$10.00 a month commencing February 15th but that it would be 2 or 3 months before he could start doing so.

A. R. R.

18th February, 1943.

Messrs. Cassady & Lewis,
Barristers & Solicitors,
Westminster Trust Building,
New Westminster, B.C.

Dear Sirs:

re: Yonekichi YUKAWA and
Mr. Charles L. Rooke.

Thank you very much for your letter dated February 16th, addressed for attention of Mr. E. D. Richardson of our Farm Department, which has been referred to me for comment.

Following a brief review I have made of our file, I find that Mr. Rooke made an agreement with Mr. Yukawa dated June 12th, 1942, calling for payment of a total of \$300.00 for the use of certain land, the house and chattels for the period ending December 31st, 1942. The lease itself makes no mention of any crop, although it is reasonable to assume that it was understood as between Mr. Yukawa and Mr. Rooke that the crop was included in the stipulated consideration of \$300.00. The lease also provided that after December 31st, 1942, the lease could be extended for \$20.00 per month, payable monthly in advance from January 1st, 1943.

Payments against said lease to date by Mr. Rooke amount to only \$136.00, leaving unpaid and overdue the sum of \$164.00, payment of which has from time to time been solicited.

Mr. Rooke called at this office on October 10th, 1942, and declared that, after deducting expenses of \$163.45, his net income from the crop alone amounted to \$456.14. In my opinion Mr. Rooke has not done badly, and when consideration is given to the fact that he also had the use of the house during the entire period, the consideration stipulated in the agreement of \$300.00 is an extremely reasonable one.

I find no evidence on file to warrant consideration of any claim for misrepresentation which Mr. Rooke may make,

and am taking the liberty of suggesting that you discuss this matter with your client further, as with you and in the interests of your client I consider it preferable that the matter be settled amicably and quickly.

If after reconsideration your client still feels he has some claim for misrepresentation, or if your client continues to deny arrangement made by him in this office on terms which I consider very lenient to enable him over a period to pay off his obligation of \$164.00 remaining, I would appreciate your so advising me so that I may place this matter in the hands of our legal counsel for their attention under powers stipulated under "Consolidated Regulations Respecting Trading with the Enemy (1939)". You may also wish to call the attention of your client to Section 34 of the Consolidated Regulations.

Yours truly,

R. P. Alexander,
Manager.

RPA:OF

PL's file
Buckham

1318 Gibson Rd. R.R. #1
New Westminster B.C.
Feb 18, 1943

Custodian of Enemy Property,
Royal Bank Building,
Vancouver B.C.

EVACUATION SECTION	
Rec'd	FEB 19 1943
File No.	4228
Ans.	<i>JK</i>
Referred	<i>Handwritten</i>

Dear Sirs,

In answer to your letter on Feb. 15, 1943, I find it difficult, ^{not to Alexander} owing to gas restrictions, to come to Vancouver to execute the lease of 1943. Could you kindly send it by mail if possible?

L. Lella

Yours truly,

b. L. Rooke

Handwritten by
Lella

Cassady & Lewis
Barristers & Solicitors
George L. Cassady Allen L. Lewis

TELEPHONE WESTMINSTER 3120 & 3121
P. O. DRAWER 220

Westminster Trust Building
G.
New Westminster, B. C.
Canada
February 19, 1943.

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

EVACUATION SECTION	
Rec'd	FEB 20 1943
File No.	
Ans.	<i>RML</i>
Referred	<i>Alexander</i>

Dear Sir: Your file 4928 - Yukawa re Charles L. Rooke.

We have your letter of the 18th instant. We shall of course be glad to discuss the matter further with our client. We agree that you would find no evidence on file re any claim for misrepresentation as anything you knew about it would only be hearsay and would only be verbally reported to you, except this, did you or did you not receive Rooke's letter of October 5th 1942 and is it on your file? Our recollection is that it was with this letter that he enclosed particulars of the 1942 crop.

We shall immediately take the matter up again with Mr. Rooke and in the meantime we shall be glad if you will let us have a copy of "Consolidated regulations respecting trading with the Enemy (1939)" or at least a copy of Section 34 thereof which you wished us to call to the attention of our client.

Yours truly,

CASSADY & LEWIS, .

Per: *A. L. Lewis*

ALL.

4928

24th February, 1943.

Messrs. Cassady & Lewis,
Barristers and Solicitors,
Westminster Trust Building,
New Westminster, B. C.

Dear Sirs:

Re: Yonekichi YUKAWA and
Charles L. Rooke

Thank you very much for your letter dated February 19th. Your client, Mr. Rooke, wrote to us on October 5th and our letter to you dated February 18th was in part based upon the figures given in the attachment to Mr. Rooke's letter mentioned above. Mr. Rooke requested a readjustment of the rate of rent. The matter was taken up on behalf of your client with Mr. Yukawa and a reply was finally sent to Mr. Rooke dated October 30th.

Following receipt of your letter I again reviewed the file and do not see that any claim for misrepresentation is warranted on the basis of any evidence in this office, either in the form of documents on file or upon the basis of verbal discussions by members of our Farm Department with your client.

In response to your request we are attaching a copy of the Consolidated Regulations Respecting Trading with the Enemy (1939).

Should it be conveniently possible for your Mr. Lewis when next in Vancouver to drop in to this office we suggest that much time would be saved through a joint review of the file in dealing with the present claim of Mr. Rooke.

Yours truly,

H. P. Alexander
Manager

RPA:LF

4928

6th March, 1943.

W. Page, Esq.,
The Brackman-Ker Milling Co. Limited,
New Westminster, B. C.

Dear Sir:

Re: Yonekichi YUKAWA
and Charles L. Rooks

A letter we have just received from Messrs. Cassady & Lewis, barristers and solicitors at New Westminster, reads as follows:

"Since the writer's interview with your Mr. Alexander the other day we have gone to the further trouble of interviewing Mr. Page of Brackman-Ker Co. who was instrumental originally in getting Mr. Rooks to lease the premises in question. We are reporting this so as to let you have full details of all the information which we have. Mr. Page unreservedly confirms our client's statements as to the representations made in connection with the alleged crop when the lease was entered into."

From our review of the file we have no evidence on it to indicate that Mr. Yonekichi Yukawa guaranteed to Mr. Rooks results which Mr. Rooks would obtain through the operation of Mr. Yukawa's farm, nor do we see any evidence of any representations which Mr. Yukawa may have made to Mr. Rooks as to what crops might be expected. Mr. Rooks seems to be under the impression that there should have been one acre of black currants, one acre of raspberries and one acre of strawberries, which should have yielded not less than four tons each of black currants and raspberries.

We would appreciate receiving a statement from you throwing light on the matter of Mr. Rooks's claim. Incidentally we note that relative lease makes no mention of crops.

Yours truly,

R. P. Alexander
Manager

RPA:LF

ESTABLISHED 1878

INCORPORATED 1899

THE BRACKMAN-KER MILLING CO. LIMITED

BRANCHES AT
 NEW WESTMINSTER, VANCOUVER, VICTORIA,
 CHILLIWACK, ROSEDALE, SARDIS, ABBOTSFORD,
 LANGLEY, FRASER, CLOVERDALE, HANEY,
 COQUITLAM, LADNER, BRIGHTON, NANAIMO,
 COURTESY, PORT ALBERT, NELSON,
 ROSSELAND



DISTRIBUTORS OF
PURITY FLOUR

CABLE ADDRESS: "BRACKMAN"
 DOWLING'S GRAIN CODE
 BENTLEY'S CODE

HEAD OFFICE
 110 BAY ST.
 NEW WESTMINSTER, B.C.

March 9, 1943

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

EVACUATION SECTION	
Rec'd	MAR 10 1943
File No.	4928
Ans.	RRK
Refer	Alexander

File No. 4928

Re Y. Yukawa & C. L. Rooke

Gentlemen:

We have your letter of the 6th inst. in connection with the above and also in regards to letter received from Cassidy & Lewis.

As far as the writer is concerned Mr. Lewis phoned me up and in conversation with him I made the remark that the lease was signed and that there was really no way of getting out of it.

As far as misrepresentation was concerned I did not know as to what was in crop. This particular piece of property was handled by another party, although I had made several visits there myself.

Mr. Rooke came in to see me and asked if I would write to Mr. Yukawa and suggest that the amount be reduced to \$250.00 as he thought that would be a fair rental. I have not done this as I do not know Mr. Yukawa's address. Mr. Rooke was in again to see me and I advised him to take the matter out of the hands of Cassidy & Lewis and deal direct with the Custodian's Office.

Yours truly,

THE BRACKMAN-KER MILLING CO. LTD.

W. Page
 Credit Manager

WP:JP

4928

March 11, 1943.

Messrs. Cassady & Lewis,
Barristers and Solicitors,
Westminster Trust Building,
New Westminster, B. C.

Dear Sirs:

Re: Yonekichi YUKAWA and
Charles L. Rooke

Further to our letter dated March 6th, we now have to report that we have received a letter from Mr. W. Page which certainly does not tend in any way to support belief apparently held by your client, Mr. Rooke, regarding alleged representations or alleged misrepresentations made in connection with lease dated June 12, 1942, between Yonekichi Yukawa and Charles L. Rooke.

At your very early convenience, we ask that you either arrange for your client, Mr. Rooke, to effect settlement with us in full, or on terms which we may possibly be willing to arrange with him, unless your client can supply us with any evidence of any claim which he may feel he has against Mr. Yukawa in connection with the property in question.

Yours truly,

R. P. Alexander,
Manager.

RPA:MA

Cassady & Lewis
Barristers & Solicitors
George L. Cassady Allen L. Lewis

TELEPHONE WESTMINSTER 3130 & 3131
P. O. DRAWER 222

Westminster Trust Building
P.
New Westminster, B. C.
Canada

April 9, 1943

EVACUATION SECTION	
Rec'd	APR 10 1943
File No.	
Atts.	
Referred	<i>Alexander</i>

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

WITHOUT PREJUDICE

Attention Mr. Alexander.

Dear Sir: re File No. 4928
 Yukawa and Rooke.

We have your letter of the 5th inst. We have now obtained other definite independent evidence apart from that of Mrs. Rooke corroborating Rooke's claim of misrepresentation, and which we feel will have considerable weight with a Judge of a competent Court of jurisdiction. Apparently when you questioned Mr. Page he altered his story which he had told to the writer as the writer was quite clear on what Mr. Page had told him. However Mr. Page has confirmed the general situation that there was misrepresentation by the Japanese in a number of cases and he also confirms the general fact that when the Japanese knew they were going to be evacuated they merely let their places go in such a manner that they could not possibly produce what they had previously, or what they ordinarily would produce under the weather conditions which prevailed. Therefore if the matter must go to court we shall be willing to accept service and present our claim by way of counter-claim as we are not clear just who to sue or in what court to sue in respect of Rooke's claim for damages. We might add his claim will be substantially higher than the balance claimed by you for rent.

Yours very truly,

CASSADY & LEWIS,

Per: *A. L. Lewis*

ALL.

4928 (Evacuee)
Legal Department

912 Royal Bank Bldg.,
Vancouver, B. C.
April 17th, 1943.

Messrs. Locke, Lane, Guild & Sheppard,
Barristers & Solicitors,
470 Granville Street, Attention: Mr. Sheppard.
Vancouver, B. C.

Gentlemen: Re: Yasukichi YUKAWA.

Mr. Alexander of the Evacuee Section sent this file up to me for advice, and you will note from my reply that it has been decided to place this matter in your hands for collection. We are attaching the file.

Briefly, the story is that the owner, Yasukichi YUKAWA, rented his five acres to Charles L. Rooke on the 12th of June, 1942, and Rooke agreed to pay \$300.00. He still owes \$164.00 and this should have been considered when application was made for a new lease, but the arrears were evidently overlooked. A new lease was given by this office under date of 15th January, 1943, and calls for the payment of \$16.00 per month.

Rooke claims misrepresentation, and has retained Messrs. Cassidy and Lewis and they state in their letter of April 9th that they will accept service of a writ and will counter-claim. Rooke came into the office some time ago and made arrangements with Messrs. Richardson and Anderson to pay the balance by monthly installments. It would appear that following this, he heard of the numerous claims that are being filed in the Valley and with which you are familiar.

Yesterday, Mr. Anderson received word that Rooke had rented the chicken houses without our knowledge for \$20.00 per month, which indicates that he did not make a bad deal when he took a lease for \$16.00 per month for the whole farm.

I hope it will be possible for you to effect a settlement with Mr. Lewis, and to this end will be pleased to arrange for Mr. Anderson to go over with me early next week and place any other facts before you that may not appear on the file.

Yours truly,

K. F. WRIGHT
COUNSEL TO THE COMMISSIONER

KFW/W
Attach.

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

C. H. LOCKE, K.C.
W. S. LANE C. H. GUILD, K.C. (MAN)
F. A. SHEPPARD, K.C. (BARR.) K. L. YULE
J. R. YOUNG B. C. LANE
C. C. LOCKE

703 Rogers Building

Vancouver, B. C.

April 27th, 1943.

CABLE ADDRESS, "MAYERS"
TELEPHONE, PACIFIC 7137

Office of the Custodian,
Royal Bank Building,
675 West Hastings Street,
VANCOUVER, B.C.

Rec'd	APR 28 1943
File No.	
Ans.	
Replied	

Attention Mr. Wright.

Dear Sirs:-

Re - Yukawa - Your file No.
4928 Evacuee- Legal Department.

We have considered your file in this matter with particular reference to the claim of Charles L. Rooke who leased certain properties from the evacuee at a rental of \$300.00, on which there is \$164.00 still owing and Rooke contends that he should be relieved from payment of the balance on grounds of misrepresentation by the Japanese lessor. If there be any claim for reduction it must fall either upon :-

- (a) The ground of warranty as to the acreage under cultivation, or
- (b) Deceit.

Warranty is not suggested by Cassady & Lewis and there are no facts which do suggest that a warranty was in fact given. As to misrepresentation that would be necessary to establish actual deceit and the file does not indicate actual deceit. In particular we got in touch with Mr. Page on whom Cassady & Lewis rely and Page said he knew nothing of any misrepresentation so that the ground asserted by the claimant's solicitor is not supported by the witness. Further on the grounds of deceit the tenant, Rooke, would be entitled only to his actual damages and we have difficulty in seeing any damage. He has agreed to pay \$300.00 rent and for that he has received a crop the gross amount of which was \$613.59, less expense of harvest left him a net of \$456.14; further he received chicken houses which he is now renting at \$20.00 per month, and presumably they are still of the same value. Further he received the use of the house, which he has been occupying as a residence.

Office of the Custodian.

We are, therefore of the opinion that Rooke has suffered no damage. Accordingly we took the matter up with Cassady & Lewis pointing out to Mr. Lewis the apparent weaknesses of his claim, and Mr. Lewis asked that the matter stand until he got in touch with his client in that there might be further expenses of harvesting the crop which would cut down the value of the premises. Assuming those expenses we do not see how they can be charged as a loss occasioned by misrepresentation.

We have advised you of this by telephone. As we have since heard nothing from Cassady & Lewis we are formally reporting it and will endeavour to get further word from Messrs. Cassady & Lewis.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :-

FAS/EB.

COPY

CASSADY & LEWIS,
Barristers, etc.,

Westminster Trust Building,
New Westminster, B.C.
May 7, 1943.

Messrs. Locke, Lane, Guild & Sheppard,
Barristers, etc.,
470 Granville Street,
Vancouver, B.C.

Attention Mr. Sheppard.

Dear Sirs:-

Re - Custodian and Yukawa re Rooke

We now beg to reply further to your letter of the 27th ult. and also our telephone conversation with you on April 19th last.

First in connection with the chicken houses. Rooke has recently rented them for \$20.00 a month. The length of this arrangement is indefinite, and there are other circumstances in that connection. At any rate we do not see how it affects the situation last year. It might affect values generally but last year the rent was mainly based upon what Rooke could make out of the crop.

Second you state that "the rental was \$300.00 and according to Rooke for that rental he received the crop which netted him, after expenses for labour, the sum of \$456.14." We think you mean \$450.14 but the statement which Rooke submitted to the Custodian included receipts and only wages paid outsiders and did not include any allowances or expenses whatever for all the work performed by Rooke, Mrs. Rooke and their three children. Rooke was told that the crop would yield at least a gross amount of \$1200.00 but it yielded only a gross amount of \$613.59. The actual expenses calculated at the regular rates for picking, crating and weeding would be as follows :-

Cost of picking	\$207.73
This includes \$143.45 paid to pickers as shown in Rooke's previous figures and the balance pertains to Rooke's family.	
Cost of weeding done by 3 children	50.40
Cost of weeding done by outsiders	20.00
Cost of crating strawberries and black currants	44.70
Allowance to Rooke for approximately 48 days for 7 hours at 50¢ per hour	168.00

Rooke's work consisted of searching for and gathering

pickers and weeders and returning them : obtaining crates and delivering fruits to the packing house, which required the use of his car : labelling and stamping crates, pruning and extra weeding and generally looking after and managing the whole operation.

This comes to a total of \$490.83 which deducted from the \$613.59 would leave a balance of \$122.76 out of which to pay the rent and the cost of operating his car during the period from June 20 to August 15. The cost of operating his car for the above purposes for a period of nearly 2 months would, we think, reasonably eat up the \$122.76 with the result that Rooke would not have actually made anything with which to pay the rent balance of \$164.00 still claimed.

We might add that we are advised that the use of the house itself, taking into consideration its situation with no modern facilities, is not worth more than at the most \$10.00 probably much more closer to \$5.00. Even the well went dry sometimes last summer.

As to Page repudiating deceit in this case we have to doubt this from what Page told the writer personally. Of course it is his business to keep both parties satisfied as they expect to do a good deal of business with the Japs when they return.

We should further point out that it was actually impossible to obtain sufficient outside help even at increased rates over the regular rates charged in the above, and there was a good deal of extra expense and time involved in obtaining and transporting the outside help which was obtained.

However, another who claimed to have personally conducted negotiations, which Page did not, corroborated specifically Rooke's and Mrs. Rooke's claims to some of the representations. It seems to us therefore that it would reasonably follow that the Rookes and their children would have worked elsewhere, when so much work was available, had they not worked on the crop in question, so what they would have earned otherwise seems to us to be pertinent to this question of damage.

Rooke could have earned at least \$200.00 at the Industrial Peat Company, Mrs. Rooke could have earned the same amount and the 3 children could have earned about \$500.00 all doing no more work at the Peat Company than they did in connection with the crop. There would have been some expense deducted for the use of Rooke's car, but small compared to what it did cost him. As against this \$900.00 Rooke allowed himself, in the above figures, \$168.00, Mrs. Rooke \$44.70 for crating and the 3 children \$64.38 for picking and \$50.40 for weeding, making

- 3 -

a total of \$327.38 against the approximate \$900.00 which they could have made at the Peat Company and as against the \$327.38 there is chargeable the extra expense of Rooke's car. We might point out that the 3 children actually earned at the Peat Company when they were free to work there, \$5.30 a day. You claim that the Rookes had no actual loss but they will at least be out of pocket approximately the \$164.00 rent claimed. They were, in the result, out several hundred dollars and we do not think it was much of a bargain.

Kindly let us know if you still feel Rooke should justly pay this \$164.00.

Yours very truly,

CASSADY & LEWIS,

Per A.L. Lewis.

ALL

COPY

LOCKE, LANE, GUILD & SHEPPARD
Barristers and Solicitors

E. H. LOCKE, K.C.
W. B. LANE
F. A. SHEPPARD, K.C. (Sask.)
J. R. YOUNG
C. K. GUILD, K.C. (Man.)
H. L. YULE
S. C. LANE
C. C. LOCKE

703 Rogers Building

Vancouver, B.C.

May 13th, 1943.

CABLE ADDRESS: "MAYERS"
TELEPHONE: PACIFIC 7187

Messrs. Cassidy & Lewis,
Barristers, etc.
Westminster Trust Building,
New Westminster, B.C.

Dear Sirs:-

Re - Gustodian and Yukawa re Rooke

In reply to your letter of the 7th instant does it not follow that all the items which you raise, that is the loss of time are not damages following upon any misrepresentation or caused by misrepresentation; that is, assuming even there had been deceit then the tenant was in a position where he could choose to expend money in the carrying on of farming operations or not, but if he chose to spend money in carrying on farming operations these expenditures are due to the choice which he made and not caused by misrepresentations of the landlord. The chain of causation is broken by the voluntary choice of the tenant. Assuming there had been deceit the tenant did receive under the lease :-

- (a) The use of the house. We are not certain whether the value should be taken at \$5.00 or \$10.00 a month as you suggest; that would be determined by what would have to be paid for an equivalent house, but it would seem that this house did provide for the house, his wife and children.
- (b) The tenant had the use of the chicken house which again he has rented.
- (c) There was a crop of berries which realized in excess of \$600.00, and which must have had some value.

Messrs. Cassady & Lewis,

Having regard to those benefits which the tenant did receive it would appear that the stipulated rent is not far out of line. As against this the tenant raises claims which appear to us arise out of his management of the farming operations and have nothing to do with the landlord's misrepresentations. As against this the information which we have received would not indicate that any misrepresentation has been made. Could not the whole basis of complaint be put on the ground that the tenant expected to realise more out of the crop than he did and the fact that he did not do so was rather due to unfavourable crop conditions and therefore his expected profits were not as great as he had hoped. We do not see grounds for reducing the rent.

Yours truly,

LOOKS, LAKE, GUILD & SHEPARD,

Per :-

FAS/ED.

File No. 4928

1318 Sussex Rd. N.Y.
New Westminster B.C.
June 7th, 1943.

Custodian of Enemy Property,
Royal Bank Bldg,
Vancouver B.C.

My dear
Mr.

Dear Sirs -

Enclosed please find \$16.00
rent on Yukawa farm for
June 1943.

Yours truly

G. R. Hooker.

File 4928 Reg. 12482.

YUKAWA, Yonkeichi

Rent for June 1-30/43

enc.
(Shippard)

File 4998

1318 Gibson Rd. R.R. 1
New Westminster B.C.
June 29th 1943

Custodian of Enemy Property
Royal Bank Bldg
Vancouver.

Dear Sirs,

Enclosed please find \$16.00
rent on Yakawa farm for the month
of July.

We have heard rumors that all
the Japanese farms have been sold.
I would like to know if this farm is
sold. Thanking you for any information
you can give me on this subject.

Yours truly

4928/12482

C. L. Proke.

YUKAWA Yonekichi July

[Signature]

21

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

C. H. LOCKE, K.C.
W. S. LANE C. K. GUILD, K.C. (MAN)
F. A. SHEPPARD, K.C. (BANK) K. L. YULE
J. R. YOUNG S. C. LANE
C. C. LOCKE

703 Rogers Building

Vancouver, B. C.

July 17th, 1943.

Rec'd	JUL 17 1943
File No.	
Ans.	
Referred	

Office of the Custodian,
912 Royal Bank Bldg.,
VANCOUVER, B.C.

Attention Mr. Wright

Dear Sir:-

RE- Yukawa v. Rooke
File No. 4928 (evacuee)
Legal Department.

You will remember that there was an additional sum of \$164.00 owing by Rooke. He has made counterclaims on the basis of misrepresentation of \$490.83 of which he has given particulars and in addition further claims without particulars. Rooke has now offered through his solicitor to pay \$64.00 of the remaining \$164.00, in settlement. Unless the settlement is accepted it means litigation and in the litigation there is not only the attendant court costs but the evacuee will be put to the expense of returning to give evidence, and again there will be issues of fact. While the weight of evidence appears to be with the evacuee yet being an issue of fact there is some doubt, and it appears improbable that if the additional costs were incurred they would be recovered from Rooke. We think it, therefore in the interest of the evacuee to accept this settlement, and we would suggest that you obtain his consent to so doing.

We are returning your file for any other information that you may require.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :-

F.A.S.

FAS/EB.
Encl

OFFICE OF THE COMPTROLLER
906 Royal Bank Building
Vancouver, B. C.

4723

July 20, 1943.

Mr. Kenneth YUKANA,
Registration No. 12482,
c/o W. C. Shields, Esq.,
Shaughnessy, Alberta.

Dear Sir

Re: Mr. Charles L. Rooke

Under lease dated June 12, 1942 which you made with Charles L. Rooke, it was stipulated that Mr. Rooke was to pay as consideration a sum of \$300.00. Mr. Rooke has not paid the entire amount owing and the balance owing under said lease is \$164.00.

Mr. Rooke has claimed misrepresentation and retained the services of his solicitors, Messrs. Cassidy and Lewis of New Westminster in connection with certain representations allegedly made by you as to the amount of black currants and raspberries Mr. Rooke anticipated receiving from the crop. We have pressed your case strongly through correspondence with Messrs. Cassidy & Lewis and then on your behalf placed the matter in the hands of our solicitors, Messrs. Locke, Lane, Guild & Sheppard. The matter has now reached the following stage:

This office does not feel that the claim made by Mr. Rooke on the grounds of misrepresentation of crops is warranted. Mr. Rooke has, however, made counter claims on the basis of misrepresentation of \$490.83 of which he has given particulars and in addition has made further claims without particulars. He has offered through his solicitors to pay \$64.00 in full settlement of the amount of \$164.00 in question. Unless the settlement is accepted it means litigation and in the litigation there is not only the attendant court costs but you would be put to the expense of returning to give evidence and again there will be issues of fact. While the weight of evidence appears to be in your favour, yet being an issue of fact there is some doubt and it appears improbable that if the additional costs were incurred they would be recovered from Mr. Rooke.

We think it therefore in your best interests to agree to accept the settlement offer and would appreciate hearing from you in this connection.

Yours truly,

E. F. Alexander,
Manager.

cc Mr. M. L. Brown
cc Mr. A. E. Russell

File No. 4928.

1318 Gibson Rd., R.R. #1
New Westminster B.C.

July 30, 1943.

Custodian of Enemy Property,
506 Royal Bank Building,
Vancouver, B.C.

EVACUATION
Rec'd
File No.
Ans.
Referred

Dear Sirs, -

Re: Y. Yukawa.

Please find enclosed the sum of
\$16.00 (sixteen dollars) for August 1943 rent.
Please send a receipt.

Thank you.

Yours truly,
C. L. Lake.

YUKAWA, Yokoichi

A928/12492

Rent for August

Extract from Lease.

Lease No. 138.

File No. 4928.

Lessor: Yonekichi YUKAWA.

Lessee: Charles L. ROOKE.

Date: 15th January, 1943.

Term: 3 years from 1st January, 1943 to 31st December, 1945.

Consideration: \$192.00 - payable \$16.00 monthly on 1st day of every month commencing 1st January, 1943. No Taxes.

Property:

Land: Lot 72 D.L. 440, Gp.2, Map 1133 (1318 Gibson Road), Municipality of Delta.

Buildings: Included. Space reserved for storing chattels.

Chattels: Not included.

Lease handed S.S.B. 29/7/43.

4928
8642

January 18th, 1944.

Mr. Yonekichi YUKAWA,
Registration No. 12482,
c/o Mr. W.C. Shields,
Shaughnessy, Alta.

Dear Sir:

re: Claims

Please refer to our letter of the 6th inst. submitting two claims to you for payment. We have not as yet received a reply to same.

Since writing the January letter to you our Insurance Department has received a cheque from the Manufacturers Life Insurance Company for \$127.89, payable to Yoshiaki YUKAWA and yourself, being Cash Surrender Value of Policy No. 673861 of that company.

We are writing again at this time to ascertain if you will want to use the proceeds of this Insurance cheque to apply on the claims mentioned in our January letter.

Please reply by return mail as to the correctness or otherwise of these claims, and also let us know if you wish to use the Insurance cheque funds to apply on them.

Your early attention will expedite the handling of the Insurance cheque.

Yours truly,

B. R. Dusenbury,
Claims Department.

BRD:DE

G. M. C. Shells
 Sherrington, Alta.
 February 3, 1944

The Custodians Office
 Dept of Secretary of State of Canada
 Vancouver, B.C.

EVACUATION SECTION	
Rec'd	FEB 7 1944
File No.	4928
Ans.	
Referred	Sherrington

Dear Sir:

We received your letter dated January 18th, and wish to make inquiries.

We wrote the B.I. K. Co. about the lease money and they inform us that they have turned the account over to you.

No matter how we think, we still do not think that we have to have money deducted from our Insurance Surplus Value.

We made a agreement with the B.I. K. Co. to lease our property of at \$300.00 for the year 1942, this includes the crop of the same year. Then there is the rent money, agreed at \$20.00 per month, which should make 240.00 for 1942. Thirdly there is the automobile money, which you said at \$30.00 minus the expenses which we think makes \$27.00. Putting them together, there should be the sum of approximately \$817.00.

The shares have something left from
that after our debts are paid up. Will
you kindly inform us about this.

We have a large family, but
with only a few working members and
with just the bills alone, we
cannot make a living on it, so
we are counting on the remains
of the former mentioned claims
and the Insurance money.

Immediately send us the above
mentioned remains and our Insurance
Surrender Value. We would appreciate
prompt attention. I remain

Sincerely yours
J. J. J. J.

4928

Bth mly.

1948 2000

LRO CofC

60

185 40

54.78

1.00

71.62

8642

27422

Can 90

LRO CofC

Can 90

273.22

VLA 200

7000 1000

8-2-44
J. J. J. J.

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

C. H. LOCKE, K.C.
W. S. LANE C. K. GUILD, K.C. (MAN)
F. A. SHEPPARD, K.C. (BANK) K. L. YULE
J. R. YOUNG S. C. LANE
G. C. LOCKE

703 Rogers Building

Vancouver B.C.

March 8th, 1944

CABLE ADDRESS: "MAYERS"
TELEPHONE: PACIFIC 7137

ENEMY SECTION	
Rec'd	MAR 9 1944
File No.	
Ans'd	
Refer'd	

Office of the Custodian,
509 Royal Bank Bldg.,
675 West Hastings Street,
VANCOUVER, B.C.

Attention Mr. Wright.

Dear Sir:-

Re - Yonekichi YUKAWA
File No. 4928 Evacuee Section

Pursuant to your instructions of the 21st ultimo asking us to endeavour to procure the \$64.00 from Rooke which he offered in settlement of this matter last July, we wrote to his Solicitor, Mr. A.L. Lewis at New Westminster, and have today received the following reply from him :-

"I have your letter of the 2nd instant and I have been successful in contacting Mr. Rooke in connection with the above matter and your reply to the offer contained in my letter of May 17th, 1943. Without prejudice, Mr. Rooke states that he has assumed other financial obligations which will take all the cash he can raise but as soon as he is able to he will put me in funds to pay the \$64.00 herein. "

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per :

[Signature]

EB



CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. 4928

PLEASE QUOTE BC/432E

Vancouver, B.C.
May 29, 1944

EVACUATION SECTION	
Rec'd	MAY 31 1944
File No.	4928
Ans.	
Referred	Anderson

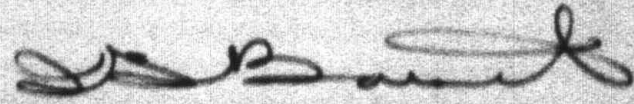
The Custodian of Enemy Property,
506 Royal Bank Building,
VANCOUVER, B.C.

Re: Yonekichi YUKAWA
Lot 72 of pt. of Lot 440, Sp. 2, Map 1133,
N.W.D. - Munic. of Delta.

We are advised that a representative of your office recently paid a visit to the above noted property for the purpose of removing Japanese chattels, and are given to understand that included in the inventory are one and one-half cases of glass. Apparently this glass is used during the winter in the chicken houses and removed in the warm weather and stored in the cases. It is evident, therefore, that this glass is part of the poultry buildings, and should remain on the property. It would be appreciated if your representative might be instructed accordingly.

*104 by
Anderson.*

JK:HJ


District Superintendent.

NAME YUKAWA, Yoneichi

REGISTRATION NO. 18488

FILE NO. 4388

The following chattels were sold by public
 auction at Surrey, B. C. on May 25, 1944.

Studio couch ✓	\$ 7.00 F
Step ladder ✓	3.00 A
Spray pump ✓	2.50 T
Toilet set	0.25 K
4 Chairs ✓	2.25 F
Chest of drawers ✓	1.00 F
Box of wire and miscellaneous	0.25 A
3 Platters (Japanese)	1.50 K
3 Platters and bowls	3.00 K
10 Gallon crocks	2.50 K
2 Boxes of sundries and frames	1.50 K
Box of glass and screen ✓	1.00 F
Tables (2) one round ✓	1.00 F
High chair and crib ✓	8.00 F
Gramophone case ✓	0.50 F
Gramophone ✓	4.00 F
Bed and springs ✓	11.00 F
Dresser ✓	10.00 F
Chest of drawers ✓	5.00 F
Box	2.00 K
Table and 6 chairs	1.00 F

Total

\$ 68.25

Less Expenses: (Auctioneer's Fee) \$6.89

\$ 24.26

(Advertising) 1.86

(Moving) 15.57

Net Proceeds Credited:

\$ 43.99

Members of Custodian Staff Present.

Mr. Carlson

Extracted from Auctioneering List No.

Surrey 5

Remarks

NAME YUKANA, Yonekichi

REGISTRATION NO. 12482

FILE NO. 4980

The following chattels were sold by public
 auction at Surrey, B. C. on May 30, 1945.

Picking trays		\$ 4.00	M	-
X Heater	✓	3.75	F	-
X Heater	/	1.25	F	-
Incubator	/	2.00	M	-
Incubator	/	3.50	M	-
K Box sundries		0.25	X	-
X 2 Troughs	/	3.50	M	-
X 3 Troughs	/	4.50	M	-
X 4 Saws	/	1.00	T	-
Pruner	/	1.50	M	-

Total		\$ 25.25
Less Expenses:	(Auctioneer's Fee \$ 2.53	
	(Advertising 0.48	
	(Moving 4.78	
		7.79
Net Proceeds Credited:		\$ 17.46

Members of Custodian Staff Present. W. J. Iverson

Extracted from Auctioneering List No. Surrey 13.

Remarks.

20th June, 1944.

I.T. Barnett Esq.,
District Superintendent,
Soldier Settlement and Veterans' Land Act,
Rogers Building,
Vancouver, B.C.

Dear Sir:

Thank you for the interview you gave us in our office yesterday together with Major Tedrick.

As arranged I will be obliged if you will reply in detail to Mr. McPherson's letter to you of May 16th. I am anxious as far as possible to avoid having to refer the settlement of somewhat minor details to Ottawa.

There are six specific cases in regard to float houses and the particulars of these are enclosed herein.

In regard to the matter of the removal of small items to auction or storage which might possibly be considered by yourselves as being part of a property, I am instructing our Field men to be very careful and when there is fair reason for supposing that items such as glass or chicken wire are required as a part of the buildings, even if only used seasonally, not to remove them.

In regard to specific cases referred to in your letter of May 29th, Yukon and glass, and June 8th, Moricka and poultry wire, as the disposal of these items has already been made and as these items actually appeared in an inventory of supplies in 1942 we suggest that these two matters be allowed to rest.

In the case of the poultry wire, this was sold to your present tenant which would indicate that as far as he is concerned he did not consider the wire to be a part of the premises he was renting.

As mentioned above, we will do our part to obviate as far as possible similar problems arising in the future.

Yours truly,

F. G. Shears,
Director.

FGS/PMH

encl.

LOCKE, LANE, GUILD & SHEPPARD

Barristers & Solicitors

C. H. LOCKE, B. C.
W. S. LANE C. K. GUILD, B. C. (MAN)
F. A. SHEPPARD, B. C. S. K. L. YULE
J. R. YOUNG S. C. LANE
C. C. LOCKE

703 Rogers Building

Vancouver, B. C.

August 1st, 1944.

CABLE ADDRESS, "MAYERS"
TELEPHONE, PACIFIC 7137

Office of the Custodian,
506 Royal Bank Bldg.,
675 West Hastings Street,
Vancouver, B.C.

Dear Sir:-

File No. 4928
Re - Yonekichi Yukawa

We have your letter of July 28th
enclosing cheque in payment of our account for which
we thank you.

Yours truly,

LOCKE, LANE, GUILD & SHEPPARD,

Per : *R.B.*

FAS/EB.

EVACUATION SECTION	
Recd	AUG 2 1944
File No.	4928
Ans.	
Referred	Anderson

out to mail

4928

December 4th, 1944.

Mr. Yonekichi YUKAWA,
Registration No. 12482,
c/o Mr. F. C. Shields,
Shaughnessy, Alta.

Dear Sir:

On the 2nd of August 1944 we wrote to you with regard to the two following claims:-

1. The Brackman-Ker Milling Co. Ltd.\$333.06
2. Saijiro WAKITA..... \$56.53

You have not replied to that letter, a copy of which we are attaching for your convenience. This is to advise you that if we do not hear from you before the 3rd of January, 1945, we propose to pay these two claims from your credit balance. You have already more or less acknowledged the claims as correct. However, we would prefer you to write us stating definitely that they are correct and that you wish us to settle same.

We might add that Messrs. Brackman-Ker Milling Co. Ltd. are pressing for a settlement of their account.

Yours truly,


AMcA:ND

A. McAlister,
Claims Department.

Encl.

REGISTERED.

ESTABLISHED 1878

INCORPORATED 1898

THE BRACKMAN-KER MILLING CO. LIMITED

BRANCHES AT
 NEW WESTMINSTER, VANCOUVER, VICTORIA,
 CHILLIWACK, ROSDALE, SARDIS, ABBOTSFORD,
 LANGLEY, PRAIRIE, CLOVERDALE, HANET,
 COQUITLAM, LAOKEH, BRIGHOUSE, NANAIMO,
 COURTENAY, PORT ALBERNI, NELSON,
 ROSSLAND



CABLE ADDRESS "BRACKMAN"
 COWLING'S GRAIN CODE
 BENTLEY'S CODE

HEAD OFFICE
 P. O. BOX 240
 NEW WESTMINSTER, B. C.

DISTRIBUTORS OF
PURITY FLOUR

February

Department of the Secretary of State.
 Office of the Custodian.
 Japanese Evacuation Section.
 506 Royal Bank Building.
 Vancouver, B. C.

FEB 2, 1945, JON SECTION	
Rec'd	FEB 3 1945
File No.	#928
Ans.	A.M.A.
Referred	McAlister

File No. 4928Re Yonekichi Yukawa #12482

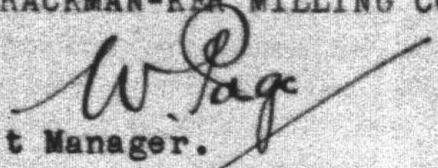
Dear Sirs:

We acknowledge receipt of your letter of the 1st inst.
 enclosing cheque for \$333.06 in full settlement of our claim
 against the above named.

Many thanks for this remittance.

Yours very truly,

THE BRACKMAN-KER MILLING CO. LTD.


 Credit Manager.

WP:JG

CHATELS BELONGING TO YUKAWA Yonekichi

Still on the property

- 7 Brooders.
- 3 Incubators.
- 5 Cross cut saws.
- 24 Chick fountains.
- 1 Baby buggy.
- Few tools.

Signed. *Wm. Anderson*

CHATELS BELONGING TO YUKAWA, Yonekichi

Reg. No #12482

Gibson Rd. Delta B .C.

" I have today examined the undermentioned articles and
consider them valueless and should be abandoned. "

/10 Old water pails.

✓1 Chair.

Lge. Qu. of cloth, clothing, rags. (one large rats nest.)

✓1 Canary cage.

/Flour tin.

✓Old car chains.

/ Few old garden tools.

Signed. *Wm. Anderson*

CHATTLES BELONGING TO YUKAWA, Yonekichi

Reg. No # 12482

Gibson Rd. Delta B.C.

Now in storeage at the Japanese Temple in NewWestminster.

Large qu., of clothing etc.

2 Ctns. Religious matter.

1 Ctn. of books.

1 Shrine.

Signed, *Wm. Anderson*

4928

REGISTERED

September 23rd, 1948.

Mr. Yonekichi YUKAWA,
Registration No. 12482,
Hobbsford, Alberta.

Dear Sir:

We are presently making final distribution of all funds in this office, which were derived from the sale of Real and Personal properties, and we are accordingly enclosing, herewith, our cheque in your favor for the sum of \$578.02.

Acceptance by you of this cheque does not prejudice in any way, your claim for loss which you may feel you sustained in the sale of your property, as the Commissioner, the Honourable Mr. Justice Henry I. Bird, has made a ruling to this effect.

Please acknowledge receipt of this cheque at your earliest convenience.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN.

WJJ:NS

Encl.

File No: 4928

Name: YUKAWA, Yonekichi

Reg. No: 12482

Address: 1318 Gibson Road, New Westminster, B. C.

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

August 28, 1942

RECEIVED
SEP 8 1942

Bill

INVENTORY OF CHATELS LEFT ON PROPERTY

In House downstairs

kitchen range
bed 5
dresser 5
gramophone 5
~~2 chests of drawers 5~~
~~bed couch 5~~
baby crib
kitchen cabinet
5 kitchen chairs
~~dining table 5~~
6 dining chairs 4 chairs 5 75¢/4
high chair 5
heater 5
kitchen utensils and dishes(few)

In Attic

50 bdles. tied up (approx)
(contents unknown)

In House

dresser
baby crib 5
high chair
baby carriage

In Chicken Houses

bdle. of garden tools
~~12 cases window glass 5~~
feed chopper

In Picker House

2 beds
~~gramophone (out of order) 5~~
heater

In Incubator House

3 incubators (Charters) 2 5
electric heater
bdle. of garden tools
2 peaveys
2 picks
heater 5
hand cultivator
~~hand sprayer 5~~
car chains
monkey wrench
hand saw
bedstead
flour tin (100#)
shake splitter
canary cage (large)

In Feed Shed

7 electric brooders
5 cross cut saws
5 milk cans (lge)
24 chicken drinking fountains
round table
10 galvanized pails
61 step ladder 5

File #4928

Name: YUKAWA, Yonekichi

Reg. No: 12482

Inventory of Chattels (cont'd)

OFFICE OF THE CUSTODIAN
JAPANESE INTERNS
E.C.E. 100
SEP 8 1942

LIST OF CHATTELS INCLUDED IN LEASE WITH CHARLES L. ROOKE

3 incubators	12 jars
2 stoves	21 chick feeders
1 canary cage (large)	1 shovel
1 sprayer	55 troughs <i>55 lbs 2/5/42</i>
1 Ro-Ro Gardener	5 wash troughs
3 potatoe Hooks	15 pail
1 pitchfork	2 brush
3 scrapers	6 milkcans (empty)
2 peevess	24 glass jars
1 egg tester	52 bundles upstairs
1 sick	1 baby carriage
3 mattocks	1 bed
1 pr. truck chains	1 baby bed and mattress
2 wrenches	1 stove
1 iron primer	2 tables
7 electric brooders	4 dressers
5 saws <i>4 side 2/5/42</i>	1 couch
18 drinking founts (large)	11 chairs
6 " " (small)	1 wedge
	7 kitchen equipment

This represents all my chattels remaining in any protected area of British Columbia.

Confirmed:

DATE: Sept. 5, 1942 SIGNED: Yonekichi Yukawa

Please sign and return one copy to the Custodian.

Extract from Lease.

File #4928.

Lessor: Yonekichi YUKAWA.

Lessee: Charles L. ROOKE.

Date: 12th June, 1942.

Term: Up to 31st December, 1942, with option to renew lease for further 12 months.

Consideration: \$300.00, ~~paid~~. On extension of lease rent to be \$20.00 per month payable in advance from 1st January, 1943. No taxes.

Property:

Land: Lot 72, D.L. 440, Gp.2, Map 1133, Municipality of Delta.

House: Included.

<u>Chattels:</u>	3 Incubators	55 Troughs
	2 Stoves	5 Wash troughs
	1 Canary Cage (large)	15 Pail
	1 Sprayer	2 Brush
	1 Ro-Ho Gardener	6 Milkcans (empty)
	3 Potatoe Hooks	24 Glass Jars
	1 Pitchfork	52 bundles upstairs
	3 Scrapers	1 Baby carriage
	2 Peevee	1 Bed
	1 Egg Tester	1 Baby bed & mattress
	1 Pick	1 Stove
	3 Mattocks	2 tables
	1 pr. Truck Chains	4 Dressers
	2 Wrenches	1 Couch
	1 Tree pruner	11 Chairs
	7 Electric Brooders	1 Wedge
	5 Saws	7 Kitchen equipment
	18 Drinking founts (large)	
	6 " " (small)	
	12 Jars	
	21 Chick Feeders	
	1 Shovel	

Renewed under Lease No. 135 - see extract of new lease.

CHATELS BELONGING TO YUKAWA, Yonekichi

Reg. No #12482

Gibson Rd. Delta B .C.

" I have today examined the undermentioned articles and
consider them valueless and should be abandoned. "

10 Old water pails.

1 Chair.

Lge. qu. of cloth, clothing, rags. (one large rats nest.)

1 Canary cage.

Flour tin.

Old car chains.

Few old garden tools.

Signed. *Wm. Anderson*

Canada

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

JAPANESE EVACUATION SECTION

File No. 4938
Reg. No. 12482

506 Royal Bank Building,
Vancouver, B. C.

APR 13 1944

Mr. Tetsukichi YUKAWA,
c/o W. C. Shields,
Stangman, Alberta.

Dear Sir:

Re: 1316 Gibson Road, New Westminster, B. C.
Lot 72 of part of Lot 440, Group 2, Map 1133,
Mun. of Delta, Dis. of New Westminster,
C. of R. 50978.

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	\$ 993.00
Add:	
Unexpired insurance premium as at January 1st, 1943	10.54
	<u>\$1003.54</u>
Less:	
Tax arrears to December 31st, 1942	\$
Registration fee	3.00
Encumbrance—Principal	
—Interest	3.00
Net proceeds of sale	<u><u>\$1000.54</u></u>

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.

12

1943

		Debit	Credit	Balance
Jan. 1	Balance brought forward		\$ 72.62	\$ 72.62 CR
	Credit re Sale of property		1000.54	
	Land Registry Office C/E	\$1.00		
		\$1.00	\$1073.16	\$1072.16 CR

File 4028

October 10th, 1942.

MEMO: TO: MR. RICHARDSON
FROM: MR. ANDERSON

Re: Yonekichi Yukawa

In this you will find a letter from Mr. C. L. Roake asking for reduced rent on this Japanese property. The rent from June 1st to December 31st, 1942, was \$300.00, this price including house rental and furniture and equipment to operate a chicken farm.

According to Mr. Roake the following returns are for crop sold from this property:

Gross	--	\$613.59
Expenses	-	<u>163.45</u>
Net		<u>450.14</u>

I do not see any charges made for crates but this is immaterial when you consider that rental for the house alone would be worth \$15.00 a month and up until December 31st would be worth possibly \$100.00.

I cannot see where this man has any worse a deal than the hundreds of others.

WRA/EM

WLE

File No. 4928

19th April, 1943.

MEMO - MR. WRIGHT

Rei Yonakichi YUKAWA

Rec'd	APR 25 1943
File No.	
Ans.	
Revised	

Attached is the file from which you will note that Rooks, the tenant, filed a claim with us through his solicitors, Cassidy & Lewis, on February 5th. Subsequent correspondence shows that Rooks's solicitors believe that their client has a case and this office holds the contrary view. The solicitors want the matter taken to Court. How should this be treated?

[Handwritten mark]

WPA:LF

Dean Clement's
Appraisal

493 - 8

EXHIBIT No. Jan. 30, 1950
DATE
FILED BY R.J. McMaster

January 25, 1950

H.I.B.

Y. YUKAWA

B.C. 432-P

CASE NO. 493

A poultry farm located at 1318 Gibson Road in the Municipality of Delta. Identification of this property was made by use of the legal description, the house number and the sketch-map appearing with the Farm Appraisal Report photostat.

This holding is primarily a poultry producing unit with some diversity in strawberries, raspberries and currants. The site was well selected on a south westerly exposure, is apparently a sand and gravel soil quite suitable for the purpose intended. The water supply is reported unsatisfactory during the dry season.

The buildings indicate that a complete cycle of the poultry business was carried on these premises. The presence of an incubator house and the fact that most houses are wired for lights, dimmers and brooders suggests that a well-planned skilful production system was in operation. The natural slope of the property being quite sharp from east down to west lends itself to increased use of the western end of three of the buildings. The original operator has in effect made double deck houses out of those which are on the steepest slope. The use of the lower level has increased the housing capacity of the buildings and we have in our appraisal made allowance for it. The placing of the buildings makes it necessary to use a cat-walk to service the pens over the double-deck sections. We have made allowance in our appraisal for the decreased convenience and increased labour involved in the use of the cat-walks.

We confirm the dimensions of 20' x 156' as shown on the photostat for one of the houses. It is double-deck for 40 feet on its western end. Two hundred (200) birds can be accommodated in this section. The house described as being 20' x 200' is double-deck for 70 feet on its western end. This space will accommodate three hundred and fifty (350) birds. The house described as being 20' x 80' is double-decked for 20 feet on its western end. This area might have been used for poultry

Y. YUKAWA

B.C. 432-P

CASE NO. 493

but no additional value is given to it. The building is on strong cedar posts but is beginning to sag. Total capacity of this holding amounts to about 3500 birds.

The method used in appraising poultry accommodation is described and set out in our report on Case No. 827, submitted January 25, 1950. Using the base \$2.05 as set out in Case 827 we have valued each of the houses according to its apparent comparison with the average, making due allowance for the cat-walks and conditions above outlined. Table 2 lists the values assigned.

Table 2

UNIT	DIMENSION	AGE	S.S.B. PRESENT	CLEMENT VALUE	
			DAY VALUE	PER BIRD	PER UNIT
House	22 x 26	15	\$ 200.00		\$ 200.00
House	10 x 18				
Shack	14 x 21	20	25.00		25.00
Chicken House 70' DD	20 x 200	10	600.00	\$1.20	1620.00
Colony House	12 x 20	10	15.00		60.00
Woodshed, bath	10 x 40	10	25.00		25.00
Incubator Room	14 x 16	10	25.00		50.00
Shed	16 x 20	15	N11		
Shed	12 x 20	15	N11		
Chicken House	20 x 35	10	100.00	1.00	175.00
Chicken House	20 x 80	5	300.00	1.20	480.00
Chicken House 20' DD	20 x 80	5	300.00	1.20	480.00
Chicken House 40' DD	20 x 156	3	600.00	1.00	980.00
Granary	20 x 20	2	100.00	1.00	100.00
Chicken House	10 x 20	2	_____	1.50	<u>75.00</u>
Total			\$2290.00		\$4270.00

Y. YUKAWA

B.C. 432-P

CASE NO. 493

The photostat notes fractional acreages of raspberries, strawberries and currants. We confirm the presence of the raspberries and currants and allow \$100.00 value for them in the total appraisal.

The total worth of \$211.50 for the land itself is accepted as described on the photostat.

The layout and appearance of this holding indicates that it was a farm which had been developed over a period of years by an operator who was able to plan his future management. The buildings lack something in convenience of operation but they are suitable for the purpose for which they were intended.

A purchaser should be a competent poultryman with some knowledge of small fruits.

We appraise the holding as follows:

Land	\$ 211.50
Small fruits	100.00
Buildings	<u>4270.00</u>
	\$4581.50

In our opinion a man with the skills and ability to operate this holding should have been willing to pay our appraised figure of \$4600.00 for the property in 1943.

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

April 17/50.

J. Sprad

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E
(THE HONOURABLE MR. JUSTICE H.I. BIRD, COMMISSIONER).

10

Lethbridge, Alberta,
April 1st, 1948.

IN THE MATTER OF THE CLAIM OF
YONEMICHI YUKAWA.

PROCEEDINGS AT HEARING.

20 APPEARANCES

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

J.S. TURCOTTE, Esq., appearing for the
 Claimant.

A. WATSON, Esq., Secretary.

G.H.R. UPTON, Esq., Official Interpreter.

T.P. HORROBIN, Esq., Official Reporter.

30

Y. Yukawa,
In Chief.

THE COMMISSIONER: Which is your first claim, Mr. Turcotte?

MR. TURCOTTE: Yonekichi Yukawa, my lord, No. 40 on the list.

THE COMMISSIONER: Very well. We will proceed with it.

YONEKICHI YUKAWA, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

10 MR. TURCOTTE: My lord, there is just a slight change
in the claim, a reduction on the buildings to
\$9545.00 instead of \$9655.00, and on the chattel
claim there is no record of the amount received
from the Custodian which is \$93.50. That should be
taken off \$2314.00.

THE COMMISSIONER: Yes.

DIRECT EXAMINATION BY MR. TURCOTTE:

20 Q Mr. Yukawa, I am showing you a paper in regard to
your real estate. Was that prepared by me from
information which you gave to me?

A Yes.

Q That has been read over to you with the assistance
of an Interpreter? A: Yes.

Q And that is your signature on the back?

A Yes.

Q And all the information in that form is true to
the best of your belief?

A Yes.

30 MR. TURCOTTE: That is the real property statement, my
lord.

Y. Yukawa,
In Chief.

Q I am showing you two statements in reference to your personal property. Is that your signature?

A Yes.

Q And are the statements contained in these two documents true to the best of your information?

A To the best of my knowledge it is true.

MR. TURCOTTE: This is the personal property claim, my lord. I couldn't get it all on one sheet.

(STATEMENT MARKED EXHIBIT NO. 2).

10 Q I am showing you a photograph. Of what is that a picture? The whole thing, what is it?

A This is a general photo of my farm and the buildings thereon, and he says there is further land owned by himself to the right.

Q This is a picture of the buildings on your farm?

A He says there are currents in front there.

Q Now I am pointing to the building with the ventilators on top somewhat in the centre of the picture. What is that? Just keep to that one building.

20 that is all.
chicken house.

A: That is a

Q That is one of the chicken houses?

A Yes.

Q Is that the one that you describe as 270 feet by twenty?

is it (indicating).

A: Not this

Q It is the one on the left?

A: Yes.

Q I see. Now I note that there is a difference between what you say in regard to the size of these buildings and what the appraiser says. Why is

30

that?

A: The Government surveyor has merely taken the top part of the building, whereas I have measured it from the ground up.

Q Does he mean that there are two storeys in some of the buildings and he has taken the total floor space?

A: Yes.

MR. TURCOTTE: Would you mark that, please, as Exhibit 3?
(PHOTOGRAPH MARKED EXHIBIT NO. 3).

10 MR. HUNTER I wonder, my lord, if we could find out when the photograph was taken.

MR. TURCOTTE: Yes, I am sorry.

Q When was that picture taken?

A: Some time in 1940.

Q 1940?

A: Yes, I think.

Q I mean, are you quite sure of it? I think you have it on your form as 1941. Was it a year before you left the Coast or two years before you left the Coast?

A: Either 1940 or 1941, but I think 1940.

20 Q The strawberry, raspberry, currants and fruit trees, were you getting revenue or money from the sale of the berries and the crops off of these bushes and plants?

A: There were about twenty trees, apple and cherry, which I used for my own family, but the balance I sold and got some revenue from.

Q That is from the strawberries, raspberries and currants you sold the crop?

A Yes.

30 Q Were they good or bad?

T. Takawa,
In Chief.

A Yes, they were good.

Q And you operated a large chicken -- I don't know what they call them out there, my lord --

THE COMMISSIONER: Ranch.

MR. TURCOTTE: Q: --ranch?

A: Yes.

Q Do I understand this to be the picture then that you started there in 1928 and built this place up to what it was in 1941 from what you made off the place?

A: Yes.

10 Q You didn't bring money in from the outside, that is from somewhere else?

A I started on my own and gradually increased it.

MR. TURCOTTE: I will file, Mr. Hunter, the analysis.

MR. HUNTER: Possibly I had better file the appraisal first. I will file that as the next exhibit, if I may.

(APPRAISAL MARKED EXHIBIT NO. 4).

(ANALYSIS MARKED EXHIBIT NO. 5).

MR. TURCOTTE: Q: Now in your claim for personal
20 property, you show two trunks, three bicycles and some carpenters' tools?

A: Yes.

THE COMMISSIONER: You are examining on the Custodian's analysis now, are you?

MR. TURCOTTE: Yes, my lord. Those are the three items under the "no record at any time" column, my lord.

Q Now the Custodian says that they never found these at all. There is no record of them at all. Can he tell us where he left those three bicycles?

A I either left them in the feed house or in the
30 incubator house,

Y. Yukawa,
In Chief.

MR. HUNTER: My lord, there is a mistake in the carpenters' tools. They were obviously declared and they should be in the column "declared but not found". They are shown as "no record at any time", but that is not so. They were declared but not found. It should be the next column to the left.

MR. TURCOTTE: "Declared and not found".

MR. HUNTER: Yes.

MR. TURCOTTE: Q: Is he sure they were there when he

10 left? A: I am certain of it.

Q Now these two trunks, where did you leave those?

THE COMMISSIONER: You might indicate where they are.

MR. TURCOTTE: They are the fifth item.

THE COMMISSIONER: What is the value, \$150.00?

MR. TURCOTTE: \$150.00.

A I put them in one room in the house with a number of other articles.

Q Now then, can he tell me why he puts such a high value on two trunks, \$150.00?

20 A They were clothing, female and male clothing, and with the trunks I considered that the value was \$150.00.

Q Oh, I see. You say they were full of clothes?

A They were full of clothes.

Q It isn't just the trunks alone?

A No, they were full of clothes.

Q You have another item --

THE COMMISSIONER: Before you leave that last item, you might ascertain how it is he did not declare these two trunks in his J.P. form.

Y. Yukawa,
In Chief.

MR. TURCOTTE: Well, my lord, he does declare household furniture.

THE COMMISSIONER: Have you the J.P. form?

MR. TURCOTTE: It is on the left there. He says household furniture, carpenters' tools and farm implements.

THE COMMISSIONER: Would you call clothing household furniture? I do not think I would.

10 MR. TURCOTTE: I would presume if that is as far as he went in the J.P. form, it would pretty well include what was in the house. That is a matter of opinion, of course.

THE COMMISSIONER: Suppose you ask him why he did not include this in his J.P. form, or if you prefer it, I will.

MR. TURCOTTE: I will ask him. I wonder if I could have the J.P. form and I will show it to him and ask him. If my learned friend is putting it in, he can put it in now and have it marked.

20 THE COMMISSIONER: I would ask that he do put it in.

MR. TURCOTTE: Q: Would he tell us why he didn't --

THE COMMISSIONER: First of all have him identify the form.

MR. TURCOTTE: Q: Is that your signature?

A Yes.

Q And you signed that just before you left the Court, is that correct, in 1942?

A Yes.

30 Q Now there is nothing there in the statement of personal property about two trunks or clothing.

Y. Yukawa,
In Chief.

THE COMMISSIONER: Just one moment. I do not want your question to be leading. Ask him directly why he did not show in that statement the two trunks which contained clothing. Put the question as coming from me.

A I can't speak English and don't read English and I think that there are other things that I omitted from here. There are other things, too, which I have omitted.

10 THE COMMISSIONER: Q: Now, let us be sure we are being fair to the man. Explain to him that he has declared in his J.P. form household furniture, carpenter's tools, farm implements, and a quantity of articles relating to the operation of the chicken ranch?
A: I forgot that.

THE COMMISSIONER: All right.

20 MR. TURCOTTE: Q: You have another large item in the claim, Mr. Yukawa, for \$300.00, 50 bundles of various articles, and the Custodian says that there was a large quantity of cloth and clothing and that when they took it over, it was rags and valueless, just a rats' nest. Would you tell us briefly why you are making such a large claim for those 50 bundles?

A What was the value?

Q \$300.00.

A: They were useless, the Custodian said?

Q He said they were valueless.

30 THE COMMISSIONER: It is the same thing.

9
Y. Y. ukawa,
In Chief.

MR. TURCOTTE: Q: Rags and a rats' nest.

A: Bowls, small kitchen utensils, and a lot of small articles.

Q: Has he any reason or explanation of why he values them at \$300.00? A: I put these down from my memory, and there were about twenty bowls which are quite expensive.

MR. TURCOTTE: My lord, has there been any evidence in any of these cases on the Japanese custom of bowls?

10

THE COMMISSIONER: Yes.

MR. TURCOTTE: You have that?

THE COMMISSIONER: We have had it up quite frequently.

MR. TURCOTTE: There is no reason for me to go into it then.

THE COMMISSIONER: No. I understand what they are.

MR. TURCOTTE: Q: Now there is another item of which the Custodian has no account, and that is 70 electric brooders which you claim are worth \$315.00.

20

THE COMMISSIONER: These were stolen. That is the "no account, theft" column.

MR. TURCOTTE: I wondered whether you wished any evidence as to the value of these.

THE COMMISSIONER: Yes, I would like some.

MR. TURCOTTE: Q: When did you buy these brooders, Mr. Yukawa, that is the electric brooders?

A: The price?

Q: When? A: 1938 and 1940.

30

Q: And were they new or used when you bought them?

I. Yukawa,
In Chief.

A They were all new.

Q All new. Do you remember what you paid for each of them--what they cost? A: \$50.00 each.

Q So that the 7 would cost altogether \$350.00?

A Yes.

Q Now what condition were they in when you were evacuated? A: They were all first class.

10 MR. TURCOTTE: My lord, I notice in the analysis of personal property claim that there are two comments which I don't think are quite correct. In reference to the five milk cans which is shown on the first line in the fifth section --

THE COMMISSIONER: \$7.50.

MR. TURCOTTE: --it says, "reported sold by Yukawa before evacuation". You will note that those five milk cans are on the inventory taken by the Custodian on July 7, 1942. It is the sixth line from the bottom on his inventory.

20 THE COMMISSIONER: Yes.

MR. TURCOTTE: And the other item of \$10.00 in reference to the hand cultivator, it states, "Tenant states not on property when he rented". That item is also shown in the inventory.

THE COMMISSIONER: Yes, I see it.

MR. TURCOTTE: Very well, my lord.

THE COMMISSIONER: Those are shown as stolen.

MR. TURCOTTE: Yes, although these comments are alongside.

30 THE COMMISSIONER: I would suggest that you ascertain from the witness just what the facts are in regard

V. Yukawa,
In Chief.

to the milk cans. Was there a sale by him before evacuation?

MR. TURCOTTE: Q: You are claiming for five milk cans?

A: He says I have forgotten it.

Q: Does he remember the milk cans?

A: Yes, I remember them.

Q: Did he make any deal about the milk cans with any person before he left the Coast?

A: No.

10 Q: Did he sell them to anybody or give them to anybody?

A: No.

THE COMMISSIONER: You better put the direct question to him: "The Custodian reports that you did sell these cans to someone before evacuation; what have you to say?"

MR. TURCOTTE: Q: The Custodian has reported that you sold these milk cans to someone before you were evacuated. What have you to say about that?

A: I didn't sell anything and I don't know anything about it.

20

Q: I believe you rented your farm to someone before you left, is that correct?

A: Yes.

Q: A man named Rooke, was it?

A: I don't know his name very well.

Q: Is that his signature on that paper (producing)?

A: Yes.

Q: And that is the paper you signed when you rented your farm to Rooke, is it?

A: Yes.

30 Q: And was that list of chattels on the lease when you

Y. Yukawa,
In Chief.

Cross-Exam.

rented it?

A: The negotiations were gone into by the manager of the B. A. K. and myself and Roche, and it was attached by the B. A. K. manager.

Q That list was attached?

A: I think so.

I am not certain, but I think so.

MR. TURCOTTE: Now possibly I should have that lease marked, my lord.

THE COMMISSIONER: Yes, I think you should.

10

(LEASE MARKED EXHIBIT NO. 7).

MR. TURCOTTE: Q: That list on your lease, did that contain all your chattels or not?

MR. HUNTER: Obviously not, my lord, from the inventory.

MR. TURCOTTE: Well tell him the Custodian says not, as I won't proceed with that. 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 values. It is submitted that the claim made for chattels for which there is no record, which were abandoned or which have been lost, destroyed or stolen, is excessive. Reference is made, my lord, to Exhibit 5.

20

THE COMMISSIONER: Is that the claims analysis?

MR. HUNTER: The claims analysis, my lord.

CROSS-EXAMINATION BY MR. HUNTER:

Q Now, Mr. Yukawa, you claim \$300.00 for kitchen utensils. How large a family did you have?

A Eight.

30 Q Your wife and six children?

A: There

Y. Yukawa,
Cross-Exam.

were four children and my wife and myself.

Q That is six. A: My son's wife and his child.

Q Now tell us just what you had there that was so valuable. That is a rather high price for kitchen utensils. Explain to us what the nature of them was.

A: It is 5 or 7 years ago and I can't tell exactly now.

Q How do you arrive at the sum of \$300.00?

10 A He says I put everything together, pans, and knives and forks, and all kitchen table utensils together.

Q And how did you arrive at the sum of \$300.00?

A I did it from memory.

Q It is just a very rough estimate, is it?

A Yes, it was a rough estimate.

Q Now tell me about the three incubators for which you are asking \$210.00? A: They were each 500-egg incubators.

Q I think your memory is a little bad, isn't it? You say 600 eggs in your claim.

20 A It will take more than 500. It will go from 500 to 550.

Q I see. Now you bought them from 1933 to 1936. Did you use each one each year thereafter?

A Yes, I used them all each year.

Q You bought the first one in 1933, now when did you buy the second one?

A About two or three years after.

Q Yes, and the third one -- 1936?

30 A I bought one in 1933 and the other two, two or three years following.

Y. Fukawa,
Cross-Exam.

Q I see, were they oil incubators or electric?

A Oil, yes. Charter make.

Q I beg your pardon?
that is the manufacturer.

A: Charter,

THE COMMISSIONER: Q: What is the new cost of such
a machine?
my lord.

A: \$95.00,

10 MR. HUNTER: For my learned friend's benefit, my lord,
we propose to adduce evidence later to show that
this type of incubator is almost out of date and
unsalable.

MR. TURCOTE: That is due to electricity?

MR. HUNTER: Yes, due to greater consistency of heat,
with electricity.

MR. TURCOTE: In a place where electricity wasn't
available, wouldn't they still be used?

MR. HUNTER: If you were chicken farming, yes.

MR. TURCOTE: As I say, I don't know anything about
the chicken business.

20 THE COMMISSIONER: Before we get through we will all
probably learn about it.

MR. HUNTER: We had a very large number of these on
hand, my lord.

THE COMMISSIONER: Yes, I can appreciate you would.

MR. HUNTER: The summary at the bottom of Exhibit 5,
my lord, indicates fairly well what happened.
Goods valued by the claimant at \$1022.50 were
sold at auction for \$93.50. The next one will
have to be changed to goods valued by the claimant
30 at \$250.00 -- I am not sure yet whether it should

Y. Yakawa,
Cross-Exam.

be declared and not found or not found because there were some tools found as will be seen in the inventory here. There is a monkey wrench and a hand saw and then once in a while we see an odd tool in there, but no collection of carpenter's tools.

Q These carpenter's tools of yours, were they in a separate box? A: Yes, they were in a box.

MR. HUNTER: Well, Unless the box had been broken open, my lord, these would be odd tools hanging around.

10 THE COMMISSIONER: Yes. It would appear from the analysis that someone got there earlier than the Custodian did.

MR. HUNTER: Out on the islands that quite often happens.

THE COMMISSIONER: Where was this man's establishment?

MR. HUNTER: This one was quite close, 5½ miles from New Westminster, my lord, out near Kennedy.

THE COMMISSIONER: The vicinity of Kennedy.

MR. HUNTER: Yes. The rural areas are naturally harder to carry.

20 THE COMMISSIONER: Is that all, Mr. Hunter?

MR. HUNTER: That is all.

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

MR. TURCOTTE: No, my lord. It is in my statement, the assessed value.

THE COMMISSIONER: Yes, I have noted that.

MR. HUNTER: Did I give you the sale price, my lord?

THE COMMISSIONER: I do not think you did.

MR. HUNTER: The sale price was \$993.00.

THE COMMISSIONER: That was a V.L.A. transaction?

30 MR. HUNTER: Yes, my lord.

(PROCEEDINGS ADJOURNED SINE DIE)
Certified a true and accurate transcript.

J. P. Horrobin
"J.P. HORROBIN"
Official Reporter.

DEFENCE BRIEF

Yohakichi YUKAWA

File No. 4928

Case No. 493

V.L.A.
Chattels
Lethbridge, Alta.
April 1, 1948.

REAL PROPERTY CLAIMS

1. Real Property Claim

Appraised at

Sold for

\$10,935.00

\$1,011.50

\$993.00

(a) Witness - V.L.A. Appraiser
R. W. Brown.

Question of fair value only.

(b) Property wholly owned by claimant.

Note p. 2 transcript - building claim
reduced to \$9545.00.

This Japanese was engaged in chicken
ranching and berry farming.

PERSONAL PROPERTY CLAIM

2. Chattel Claim

Sold for

\$2,234.00

\$93.50

(a) Goods valued at \$922.50 sold by auction
for \$93.50.

Witnesses - Carlesen; Iverson of
Custodian Staff.

Question of value for these.

(b) Goods valued at \$422.00 abandoned.

(c) Chattels valued at \$200.00 declared, not found.

(d) Chattels valued at \$439.50 recorded now missing.

(e) Chattels valued at \$250.00 no record at any time.

There is a mistake in the claim which has been
carried into the Transcript (P.2). Total claim
is \$2234.00 NOT \$2314.00 (Mistake in addition.) So
the net claim, as referred to in page 2 should read
\$2234 - \$93.50 - \$2140.50.

Question seems to be one of fair value for chattels
sold and one of excessive claim for chattels for
which there is no record, abandoned or lost, etc.
Specific chattels are referred to. -

3 Bicycles - "no record at any time". Now it is
alleged they were left in feed house
or incubator house. (P.5).

Carpenter's tools referred to on analysis sheet are
to be listed under "declared and
not found". (P.6)

2 Trunks - \$150 - Japanese alleges these were full of clothes. (P.6) Commissioner wanted to know why claimant didn't declare these in J.P. form. Answer: "I forgot that". See pp. 6, 7, 8.

50 bundles of various articles - These, according to Custodian, were valueless - "Rats' nest". Comprised cloth and old clothing. (P.8)

Bowls, Kitchen utensils, etc. - Japanese values these at \$300.00. Explanation is that Japanese put them down from memory and that there were 20 expensive bowls included. (P.9, 12). Admitted to be a rough estimate.

7 Brooders - (P.9) These were stolen. Claimant purchased these in 1938 and 1940 for \$350.00. He now claims \$315.00.

5 Milk Cans - Claim of \$7.50. They are reported "No account, theft", but they may have been sold by claimant before evacuation.

Incubators - Claim of \$210.00. These are oil incubators and cost about \$95.00 each. First was purchased in 1933 - second one 2 or 3 years later. Third one - 1936.

Evidence to be adduced later that the type of incubator for which claim is made, is out of date and unsaleable - see p.14.

<u>Summary of Defence Witnesses</u>	<u>Where Required</u>
R. W. Brown	1 (a)
Iverson	2 (a)
Carlson	2 (a)

JLG/mw

Name of Claimant

YUKAWA, Youshiichi

Case

483

Custodian File

4928

REAL PROPERTY										Total	
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village				
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			
					993.00					3807.00 ✓	
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 CHATELS											
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	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
922.50	25.50	28.05	10.13%	639.50	64.78			92.58			
TOTAL RECOMMENDATION										3094.83 ✓	

November 28th, 1950.

Mr. Yonekichi YUKAWA,
Picture Butte,
Alberta.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 493

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 ... **\$3,099.83.**

Cheque in your favour is enclosed for **\$2,796.78**
and we have paid the Co-Operative Committee .. **\$ 303.05**
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FCS/js
1 encl.

CLAIM NO. 493 - Yonekichi YUKAWA

This claim is made in respect of a 9 acre farm in Delta Municipality, with dwelling and 9 chicken houses having accommodation for 3500 birds, which was appraised at \$1011.50, and sold to the D.V.L.A. at \$993.00.

Fred M. Clement, formerly Dean of the Department of Agriculture, University of British Columbia, made a thorough appraisal of this plant on January 25th 1950, estimating the value as at the date of sale in June 1943 at \$4800.00.

In my opinion, based substantially on Dean Clement's appraisal, I consider that the fair market value as at the date of sale was not less than \$4000.00.

I THEREFORE RECOMMEND payment to the claimant of the sum of \$3007.00.

H. I. BIRD

Commissioner.

February 1st 1950.