

8557

REAL ESTATE

BUREAU POWELL STREET OFFICE OF THE CUSTODIAN JAPANESE SECTION

FILE NO. 8587

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: TAINAKA, Masu (Mrs. Yonetaro) 7718 0416
HOME ADDRESS: 314 Fenton St., New Westminster, B. C.
REGISTRATION NUMBER 08217 SEX: Male AGE: 47
OCCUPATION: Housewife

(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: None

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Yonetaro 7718

ADDRESS OF WIFE OR HUSBAND: 314 Fenton St., New Westminster, B. C. 7718

NAMES OF ANY LIVING CHILDREN: Hideo(M); Masao(F); Masao(F). 5175 7791

ADDRESS OF CHILDREN: 314 Fenton St., New Westminster, B. C.

AGE OF CHILDREN: 26; 21; and 11 years respectively.

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

1. LOCATION AND DESCRIPTION: about Ewen Ave. & Johnston St., New West'r, B.C.
Lot 25 of Lot 757 Group 1, Map 2620, as shown on Sketch #2241
and sketch #7933 on file in the Land Registry office.

(a)
* (2) also Roll No. 8132, Block Gp. 1, Lot 757 Sub Div. 26 W & Re Sub
34 (b) Roll No. 8131 Block Gp. 1 Lot 757 Sub Div. 26 W & Re Sub
2. BUILDINGS AND OTHER IMPROVEMENTS: Resub 33. Both these properties are
on 9 Fenton St., New Westminster, B.C. adjoining one another.

* (2) Should read Lots 32, 33, 34 of West End of Block 26, Sub 1 Lot 757
(1) 4-room house, wooden frame and 1-green house.

(2) no buildings

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) Total Taxes \$288.96 paid 1941 payable City
Hall, New Westminster, B. C.

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

6. OCCUPANCY AND LEASES (If vacant so state) (1) Mr. M. Bda (2) none

60¢ per month. Mr. Johnson, Westminister
Trust Bldg New Westminister and collect the
rents.
New West 167

7. STATE WHEREABOUTS OF TITLE DOCUMENTS. Land Registry Office New West'r.

B. C.

None

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST.

9. IF FARM LAND STATE CROPS SOWN 15 Acres Black Current

M. B. This property is operated by husband (Yonstero) & son (Hideo)

and the crop has been sold to Pacific Co-op Mission City, B. C.
this has been thoroughly cleared on registration of husband & son.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION.

None

2. LANDLORD'S NAME AND ADDRESS.

None

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.

None

STATEMENT OF PERSONAL PROPERTY OWNED.

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

None

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

None

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR

CLAIM ON ANY SUCH PROPERTY

None

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)
None Mr. Oda owes 5 months rent,
on property already listed.

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

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: \$1,000.00 New York Life Insurance Co., beneficiary-
Yonetaro(husband) Policy #15 004 088 in declarant's possession.

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

The crop on the property of the declarant and operated by husband & son
which has been sold to Pacific Co-Op and the lease is held by the
operators, of same.

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 11th day of May

1942

(Signature)

M. Tainaka

Witness

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

Date Aug. 24 /43

Full Name TAINAKA - Masu (Mrs. Yonetaro)
(Surname in Block Letters)

Registration No. 08217

Male - Female
(check) ☒

Age Feb. 11, 1895

Former Address 314 Denton St, New Westminster, B.C.

Date Evacuated 1/6/42

Naturalized - Canadian-Born - National
(check) ☒

Present Address Bridge Road, B.C. 1944
% Mr. L. Batley, Oyama, B.C.

Aug. 27/47 shown address at OYAMA confirmed
by R.C.M.P.

Married - Single
(check) ☒

Name of Wife _____

Name of Husband Yonetaro #08216

Name of Mother TAINAKA - Sayo

Name of Father TAINAKA - Jeyemon

Names of Children under 16
(see husband's sheet) _____

Our File No. 8557

Registered with Custodian Yes
(yes or no)

Requested By B. M. & Ken

Additional Information Joint possession with husband (Yonetaro)

125/46

REAL PROPERTY SUMMARY

Japanese Name: TAINAKA, Masa (Mrs.)

Registration No. 08217

File No. 8557

I. Catalogue No.: 674

Civic Address: Ewen Avenue and Johnston Street, New Westminster, B. C.

Legal Description: Block 25, of Lot 757, Group 1, Map 2620, Save and Except part (5 acres more or less) shown on Sketch 2241 and part (0.151) of an acre shown on Sketch 7930 in the Land Registry Office at New Westminster.

Title: In the name of Masa TAINAKA. Register of Indefeasible Fees Folio No. 150237E.

Encumbrances: None, except Certificate of Vesting in the Custodian No. 25537.

Classification: 14.85 acres farm land. Packing shed.

Assessed Value: \$3,715.00

Appraised Value: \$2,970.00

Approved by Advisory Committee: June 14th 1944.

History of Administration:

The above described land was used and operated by Mrs. Tainaka's husband, Yonetaro, (see file No. 7718) and her son, Hideo, (see file No. 5175), the latter (as consideration) agreeing to pay taxes. The 1942 crop on this and other land was sold by Yonetaro and Hideo to Pacific Co-Operative Union for \$5,000.00, 11th April 1942. This and other properties of the Tainaka's was managed during part of 1942 and 1943 by Pritam Singh under agreement between him and the Tainaka's dated 24th March 1942, under the supervision of J. J. Johnston, New Westminster, who was to collect monies due for rent and sale of crops and remit and report to the Custodian.

The above-mentioned land was leased by the Custodian to John P. Hansen, formerly of Mission, B. C., for 8½ months from 11th March 1943, for \$750.00. Hansen not having paid the \$750.00, on account of lack of funds, a compromise was arrived at whereby the P.C.U. were to finance Hansen to the extent of \$1,050.00 (payable in 2 sums of \$525.00 each), \$750.00 representing the 1943 rent, \$276.90 representing the 1944 rent of Block 25 and Lots 32 - 4 (see below II) and \$23.10 representing the 1944 rent of the 8½ of Lot 39 of Block 26 of Lot 757, Group 1, Map 2366 and Lot 35 of W½ of Block 26 of Lot 757, Group 1, Map 2366. See Mr. W. J. Johnston's letter to Mr. Yonetaro Tainaka dated March 18th 1944. The 1944 rents were equivalent to the 1944 taxes. The first instalment of \$525.00 was received by the Custodian on the 29th February 1944 and the second on the 9th January 1945.

Block 25 was SOLD July 6th 1944 to Andrew Sinek of 934 Ewen Avenue, New Westminster, B. C. and Maria Sinek, as Joint Tenants, on tender, for \$3,000.00 cash, subject to Hansen's Lease and to a notice of encroachment received from the City of New Westminster, April 5th 1944. The Deed of Land from the Custodian to the purchasers was dated 18th July 1944 and the Certificate of Indefeasible Title in the names of the purchasers was numbered, 175819-E.

REAL PROPERTY SUMMARY CONTINUED

II. Catalogue No. 667

Civic Address: Fenton Street, New Westminster, B. C.

Legal Description: Lots 32, 33 and 34, all being in the Westerly half of Block 26, Lot 757, Group 1, Map 2366, City of New Westminster.

Title: In the name of the Corporation of the City of New Westminster. Register of Indefeasible Fees Folio No. 53246E. The lots were purchased from the City of New Westminster and the Conveyances to Mrs. Tainaka were received by the Custodian 28th October 1943.

Encumbrances: None, except Certificate of Vesting in the Custodian, filed March 8th 1943, No. 25537.

Classification: Vacant Land.

Assessed Value: \$630.00

Appraised Value: \$225.00

History of Administration:

SOLD August 1st 1944, to Pritam Singh of 349 Pembina Street for \$400.00 cash. Deed of Land by the Custodian in favour of the purchaser dated 5th September 1944. Certificate of Title No. 178978-E dated November 22nd 1944.

Funds: The total sums received on account of Mrs. Tainaka amount to \$3,499.68, out of which the Custodian has made total disbursements amounting to \$2,579.93, including the following advances to Mrs. Tainaka at her request; December 15th 1944-\$150.00; May 1st 1945-\$500.00; June 16th 1945-\$1,000.00; September 27th 1945-\$500.00. The amount standing to her credit at this date is \$919.75, to which, Mr. Iverson states, \$10.42 will be added, re sale of balance of chattels.

This summary is certified to be in accordance with information on the Custodian's file and in the books of the Accounting Department.

Note: The above-mentioned land was leased (together with Block 25, see above I) to John P. Hansen, 6th March 1944, for \$276.90. Term expiring 31st August, 1944.

FA/MS

July 23rd 1946.

Note also that under the agreement dated March 24th 1942 (see copy on file No. 7718) Singh was allowed to use Lots 32, 33 and 34, rent free.

Page 2, 1944

July 21st 1944

THE INSURANCE COMPANY

Mr. [Name], New York
[Address]

Mr. [Name] advised that she holds no insurance on the before
mentioned property, and that the insurance records do not disclose any.

This agency is required to be in accordance with information on the
[Name]'s file.

[Signature]

File No. 6217

July 23rd 1946

LIABILITY SUMMARY

Mrs. YAMADA, Mary (Mrs)
Registration No. 6217

Mrs. Yamada declared that she has no liabilities and no claims
against her appear to have been received.

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

Read

File No. 8557

July 23rd 1946.

PERSONAL PROPERTY SUMMARY

Re: TAINAKA, Masu (Mrs)
Registration No. 08217

Chattels: Mrs. Tainaka declared that she did not own any furniture, fixtures, etc. but see list (on file) of furniture and farm equipment in the name of her husband, Yonetaro Tainaka, and stored at 314 Fenton Street, New Westminster, appraised at \$485.00 (not including nailed boxes) by S. C. Carlsen and R. M. Anderson. The chattels appear to be dealt with under Yonetaro Tainaka's file No. 7718.

Claim: Claim for \$59.50 against Mr. Miyoshi ODA, 810 McMillan Street, Fort William, Ontario, Registration No. 08157, File No. 1532 for 17 months rent at \$3.50 per month from January 1st 1941 to May 1942. The Custodian notified ODA of this claim on the 27th June 1946 and asked Oda for information regarding the claim. On the same date the Custodian wrote Mrs. Tainaka requesting her to advise this Office as soon as possible whether or not she and Oda had agreed upon a settlement of the claim. No reply to either letter appears on the file.

Life Insurance: Mrs. Tainaka declares a policy for \$1,000.00 in the New York Life Insurance Company, the beneficiary being her husband (Yonetaro) and the policy being numbered 15004088. At the time of the declaration (May 11th 1942) the policy is stated by Mrs. Tainaka to be in her possession. The file does not appear to disclose what happened to the policy since that date.

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

FR/HS

Read

MEMORANDUM

File No. 8557

July 12th, 1944

TO: FILE

FROM: Mr. Iverson

Re: TAIYAKA, Masu
314 Fenton St., New Westminster

Chattels are dealt with under husband's file, Yonstaro
TAIYAKA, File 7718.

WJL/MBG

W. J. Iverson.

WESTMINSTER TRUST COMPANY

NEW WESTMINSTER, B.C.

INSPECTION AND VALUATION REPORT

Property:

Catalogue No. 674

Location:

Lot Size: 14.85 acres

Dwelling size.

Type of Building:

Basement

Foundation

Number of rooms

Living room

Dining room

Kitchen

Bedrooms

Bath

Toilet

Electric Light

Water

Condition of Dwelling

Outbuildings : very small packing shed 6 x 8.

Heating

Plumbing:

Grounds

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

Date: April 27, 1944

Valued at \$200.00 per acre.

Valuator R. Alstead.

COULTHARD, SUTHERLAND & CO., LTD.
ESTATE AND INSURANCE AGENTS
CAR FINANCING

OFFICE OF THE CUSTODIAN
JAPANESE SECTION
RECEIVED
MAY 18 1942

Shears
TELEPHONE 100

7718

609 COLUMBIA STREET.
NEW WESTMINSTER, B. C.

May 15, 1942.

Office of the Custodian,
Royal Bank Building,
VANCOUVER, B.C.

Attention: Mr. Shears.

Dear Sir:

RE: TAINAKA, Ionetaro - Reg. No. 08216.
514 Fenton Street, New Westminster, B.C.

On checking into this case we have been informed by Mrs. Tainaka that a Hindu, Pritam Singh, has made an agreement to take complete charge of her husband's property and she handed me a letter setting forth the terms under which this is to be done. We enclose a copy of this letter.

These negotiations have been carried on through the office of J. J. Johnston of this city and whom we can recommend very highly. Mr. Johnston informs us that he has known the Hindu for many years and that he is certain the interests of the Japanese will be well looked after.

In view of the above we suggest that this arrangement will probably be satisfactory especially as Mrs. Tainaka is anxious that this plan be carried through and Mr. Johnston has stated that he will be glad to receive your instructions as to the disposition of any funds received by him in this connection. It might be well to write him in this regard.

Yours very truly,

COULTHARD, SUTHERLAND & CO. LTD.

F. H. Coulthard
F. H. Coulthard.

VS:FC.

COULTHARD, SUTHERLAND & CO., LTD.

ESTATE AND INSURANCE AGENTS
CAR FINANCING

TELEPHONE 100

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

609 COLUMBIA STREET.
NEW WESTMINSTER, B. C.

RECEIVED
MAY 21 1942

May 20, 1942.

8557

Office of the Custodian,
Royal Bank Building,
VANCOUVER, B.C.

RE: TAINAKA, Masu - Reg.08217.

Dear Sirs:

This party is the wife of Yonetaro TAINAKA and lives at the same address and owns Lot 25, of Lots 757, Group 1, Map 2620. This property is rented to her son, Hideo and for its use he pays the yearly taxes of \$238.95. These are paid for 1941 and the son will make arrangements with Mr. J.F. Johnston to pay them for 1942 and subsequently.

Mrs. Tainaka also owns 515 Johnson Street which she intends to have Mr. Johnston rent for her. All this property as well as that of her husband is in charge of a Runda, Mr. Pritam Singh of whom we gave particulars in our letter of May 15th.

Mrs. Tainaka intends to leave her furniture locked in a room at 514 Fenton Street and will leave her key with the agent, J.F. Johnston. In view of the arrangements which have been made with Mr. Johnston and Pritam Singh we recommend that they be allowed to continue.

Yours very truly,

COULTHARD, SUTHERLAND & CO., LTD.

F. H. Coulthard
F. H. Coulthard.

FHC:VS

COULTHARD, SUTHERLAND & CO., LTD.

ESTATE AND INSURANCE AGENTS
CAR FINANCING

609 COLUMBIA STREET.

NEW WESTMINSTER, B. C.

File No. 8557.

June 11, 1942.

Office of the Custodian,
Royal Bank Building,
VANCOUVER, B.C.

Attention: G. D. M.
RE: Mrs. Yonetaro TAINAKA.

OFFICE OF THE CUSTODIAN
LAND SECTION

RECEIVED
JUN 12 1942

Dear Sir:

Thank you for your letter of June 10th re the above.
On searching both the properties of this woman and that of her
husband at the City Hall, we find that the description listed under
Paragraph 2 of Location and Description on Mrs. Tainaka's JP form,
namely:

Role No. 8152, Block Group 1, Lot 757, Sub. Div. 26, W $\frac{1}{2}$
Re Sub. 34 and Role 8151, Block Group 1, Lot 757 Sub.
Div. 26, W $\frac{1}{2}$ Sub. Div. 26 W $\frac{1}{2}$ Re Sub. 35.

should read:

Lots 32, 33, and 34 of the West half of Block 26, Group 1,
Lot 757.

The registered owner being Masu Tainaka, wife of Yonetaro Tainaka.
Paragraph 1 under Location and Description on the JP form which
reads: (Lot 25 of Lot 757, Group 1, Map 2620) is correct.

Mr. Yonetaro Tainaka, this woman's husband owns:

South $\frac{1}{2}$ of Lot 39, North $\frac{1}{2}$ of Lot 39, South $\frac{1}{2}$ of Lot 38,
North $\frac{1}{2}$ of Lot 38, Lot 37, Lot 36, and Lot 35 of the
West $\frac{1}{2}$ of Block 26, Group 1, Lot 757, and also Lot 1, Cor.
of Ewen Avenue and Johnston St.

Therefore, between the two they own Lots 32 to 39
inclusive and Lot 1, on the corner of Ewen and Johnston and also
Lot 25 of Lot 757, Group 1, Map 2620 as shown on Sketch 2241 and
which consists of 14.85 acres. All these properties you will find
covered by the Hindu's agreement and there appears to be no dupli-
cation on the two JP forms of husband and wife.

Trusting this straightens the matter out,

Yours very truly,

COULTHARD, SUTHERLAND & CO., LTD.

F. H. Coulthard.

8557

June 16, 1942

J. J. Johnston, Esq.,
Room 303,
Westminster Trust Building,
New Westminster, B. C.

Dear Sir:

Re: TAINAKA, Masu (Mrs. Yonetaro)

Supplementing our letter of May 29, Messrs. Coulthard, Sutherland & Company Limited have now supplied us with correct legal descriptions of the properties of Yonetaro Tainaka (our File #7718) and his wife, Masu. These properties are all covered in the agreement between the Tainakas and one Pritam Singh and the supervision placed in your hands.

Will you please collect all monies due from rent and from the sale of the crops and report and remit monthly all monies received.

Yours truly,

GDM/GH

R. P. Alexander
Assistant Manager

Enc. 2



Bridge River Province
Bridge River B.C.
Feb. 8th 1943
H.D. Mikhon Esq.
The Custodian's Office
Department of the Secretary
of State of Canada,
Vancouver B.C.

EVACUATION SECTION	
Rec'd	FEB 11 1943
File No.	1557
Re: <u>Hubert</u>	

Dear Sir:-

I have a farm land in New Westminster
B.C. Described as Lot twenty-five (25) of
Lot Seven hundred and fifty seven (757) (Tracts
one (1) owner of 15 acres). During the
last year (1942) this land was in care of
Pacific Co. operators of Union Mission
City B.C. The crops (15 acres of black current)
were sold to the latter last year. Which
is already known at your office.

I am wished to know, what steps has been
taken by your office for this year crops.
Kindly give me your reply at your
earliest of your convenience.

I remain

Yours truly,
Mam Taitaka
Reg. No. (08217)

Bridge River, B.C.
March 7th/1943.

Department of the Secretary of
State Office of the Custodian.

EVACUATION SECTION	
Rec'd	MAR 8 1943
File No.	6457
Ans.	
Ref.	Richardson

Dear Sir:

According to the local newspapers, see you are going to dispose all the Japanese farms in the restricted area. I, as you know, have 15 acres on Block 25 of Lot 757 in the district of New Westminster, on corner of Even Ave and Johnston St.

If disposing this land, I would like you to know that I have paid approximately \$1500.00 for Black Currant plants only, and have cultivated these bushes for the length of 5 years in some sections and about 6 years in others. Now these bushes are in the most fruitable stage, therefore, I advise not to sell my property at mere fixed price of the land value only.

Please extend about this to your appointed man Mr. Whitehead.

Yours truly,
Mame Tashaka
Reg. No. 08217.

APPRAISAL AND INVENTORY OF CHATTELS BELONGING

TO

Mr. TAINAKA,

347 Fenton St. New Westminster, B.C.

IN LOCKED ROOM IN APT. REONEK

- 1 Circulating heater
- 1 Clothes line
- 2 Dressers cont. clothes etc.
- 1 Chiffonier cont. clothes etc.
- 1 Kitchen cupboard
- 1 Dining table & 6 leaves
- 19 Chairs
- 4 Boxes nailed
- 1 Gramophone & few records
- 1 Bridge lamp
- 1 Box of dishes
- 1 240 Platform scale @ *Harmon*
- 1 Bamboo book case
- 1 Mantle clock
- 10 Blinds & 4 curtains
- 1 Upholstered couch
- 1 Hall seat with mirror
- 1 Kitchen table
- 1 Box of aml. tools
- 1 2 gal. & 2, 8 gal. crocks
- Few loose utensils
- 1 Crtn. of bags
- 3 School cases
- Linoleum on floor
- 1 Jap shrine complete
- 1 Ash stand
- 1 Large roaster
- 1 Curtain stretcher
- 1 Lantern

OUT OF ROOM

- Linoleum for 5 floors
- 5 Cook stoves
- 5 beds complete & mattresses
- 1 Radio aerial
- 1 Wheelbarrow
- Sml. Barn at back.
- Quan. of new & used packing boxes

RHUBARB BARN.

- 1 Large drum furnace

GREENHOUSE

- 1 Drum heater
- Sml. quan. of ~~oil~~ & pipe

IN LOCKED ROOM TOTAL \$

GARAGE & BARN IN LOCKED ROOM

- 26 Shipping c rates
- 2 Bundles of forks & quan. of loose shovels etc.
- 1 Plow
- 1 Drag harrow
- 1 Hand cultivator
- 1 Tank sprayer
- 3 Wheelbarrows
- 2 Drum heaters
- 1 Brass bed stead
- Quan. of tomato boxes & candy pails
- 1 Hand truck
- 1 600 lb. scale
- 2 Rolls of wire fencing
- 1 Part roll of tar paper
- 1 8 H.P. CUSHMAN gas engine
- 1 Centrifugal pump, shaft & pulley
- 1 Set of harness
- 5 Tins of oil
- 1 1 Gal. crocks
- 1 " " jug
- 1 Crtn. of electric wire
- 2 Boxes of iron pieces
- 1 Sml. roll of fire hose
- 1 Prt spool of barbed wire
- Quan. of rope & 1 Block pulley
- 2 Part boxes of glass
- 1 Baby pram
- 1 Loose window
- Quan. of sml. garden implements
- 1 Childs wagon
- 1 X cut saw

OUT OF ROOM

- App. 10,000 tomato poles
- Quan. of ass. boxes

UPSTAIRS

- Quan. of boxes
- 2 Bed steads

Appraisal of chattels not including nailed boxes.: TOTAL \$485.00

TOTAL

Ron Gordon

The North Indian Fire Insurance Company.

J. J. Johnston Agent.
New Westminster B.C.

Y. Raina's Coy.
Shalakh P.O.

COPY ONLY

Bridge Street B.C.

July 8th/43.

EVACUATION SECTION
Rec'd
File No.
Ans.
Referred

Dear sir:- re Lulu Island Property

I have received several letters from you during the past few months and have neglected to reply. However, I received your letter of the 10th inst. in which you seek information with respect to your houses on Lulu Island.

To make a long story short I might say that the Custodian, in Vancouver, has charge of these houses sometime ago. All rents turned in to me by Pethim Singh have been remitted to him from time to time.

Some month ago the Health Inspector of this City, served me with notice that the houses had been condemned as unsanitary. I at once notified the custodian who replied that the Department would not spend any money on them to put them in a condition to continue to rent them.

As far as I know all tenants, including
Petrin Singh, have vacated their several
places. Petrin went to Vancouver several
times, and in each case was advised that
nothing could be done. I have not had
any rents paid to me for months for the
reason above given. Just what disposition
will be made of the building I can
not say, as this is now entirely in
the hands of the Custodian.

At different times I have had officials
from Vancouver in my office obtaining
whatever information I could give
them, which at the moment is very
little. Right now I do not know
anything about the place as it is out
of my hands.

I am sorry I cannot give you more
information concerning the properties
in this City.

JJJ

Yours very truly,
J. J. Johnstone.

File No 7718
8557

Bridge Street B.C.
Via Malak P.O.
July 14/43.

The Custodian's Office
Department of the Secretary of State
of Canada
Vancouver B.C.

EVACUATION ST	
Rec'd	JUL 20 1943
File No.	
Ans.	
Referred	Johnston

Dear Sir:-

I am enclosing a letter which I have received from J. J. Johnston. As you will understand that the Jai Retin Singh came into my house for the watch man. You will know that if he's away there will be lots of much damage done to the property. Now you are taking over this. I'll demand that you have full responsible this. Above all such case has happened at your office and why have you not notified me immediately.

Before the evacuation we're collecting the large sum of money, but since we have evacuated I haven't received a penny.

Your entire reply is appreciated

Yours truly:

G. Dairaka (M08216)

MEMORANDUM.

Files #8557
5175
7718

August 18, 1943.

TO: Files

FROM: Mr. G. T. McKay

Re: TAINAKA, Masu
TAINAKA, Hideo
TAINAKA, Yonetaro

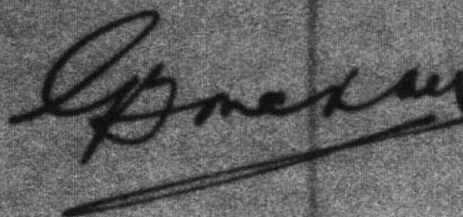
Mr. J. P. Hansen who holds a lease on lot 25 of lot 757, Queensborough, in the sum of \$750.00 and who agreed to lease lot 36 of lot 757 for \$500.00 but has not signed the lease mailed to him covering that parcel, came in to see me yesterday with the idea of finding out what arrangements he could make for the 1944 season.

When asked why he had failed to return the lease covering lot 36, he informed me that the Westminster Trust Company had accepted a cheque from the P. C. U. for \$400.00 in accordance with the terms of an agreement as between the Tainakas, P. C. U. and the Trust Company dated December 15, 1941 (See file #7718).

I took the stand that the Custodian requires the lease at \$500.00 completed by him regardless of what the P. C. U. and the Westminster Trust Company contend, and that we would look to him for that document.

At this point he began to explain to me that he had only taken approximately twelve tons of currents from the two properties this year, and as a result, if he had to pay the \$1,250.00 rent agreed to he would be almost \$1200.00 in debt. I told him that I was not prepared to discuss next year's tenancy with him until settlement had been made covering this season's operations, and without a clear-cut and certified statement as to what the property had produced, I would not enter into any deals apart from the terms of the leases as drawn. He promised to furnish us with a statement in a day or two.

GTM/MFP



EVACUATION SECTION

Rec'd APR 5 1944

File No. 8557

Ans. *W. J. W.*

Referred *Johnston*

CORPORATION OF THE CITY OF NEW WESTMINSTER.

City Hall,
New Westminster, B.C.
April 4th. 1944.

Masu Tainaka,
Ewen Avenue, Queensborough,
c/o Custodian of Enemy Property,
675 W. Hastings Street,
VANCOUVER, B. C.

Re Block 25

I have been instructed by the City Council of the Corporation of the City of New Westminster to call your attention to the fact that you are maintaining an encroachment on the street allowance known as Ewen Avenue in the City of New Westminster.

The Council cannot permit this encroachment to continue and you are therefore advised to take immediate steps to have such encroachment removed.

I trust that it will not be necessary to take any further steps, but, should it be found necessary, the costs of such action as may be taken will of course have to be paid by you.

Yours respectfully,

A. G. Brine

A. G. Brine,
City Clerk.

sent to A. G. Brine

Rec'd _____
File No. _____
Ans. _____
Referred _____

314 First Street,
New Westminster, B. C.
April 29, 1944

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

Dear Sirs:

Re: Catalogue No. 674

I wish to tender the sum of FIFTEEN HUNDRED DOLLARS (\$1500.00) for the property described under the above catalogue number and have enclosed my cheque in the amount of \$150.00 as a deposit.

When my tender is accepted I will pay the balance in cash.

Yours very truly,

J. Mansell Overand.

J. Mansell Overand

105-
674

W. H. BOWDEN
MANAGER

TELEPHONE 771 AND 772
CUBER-BENTLEY'S

WESTMINSTER TRUST COMPANY

HEAD OFFICE

NEW WESTMINSTER, B. C.

June 3, 1944

Real Estate Dept.

PLEASE ADDRESS ALL CORRESPONDENCE
TO THE MANAGER

JUN 6 1944	
Paid	
File No.	8557
By	<i>[Signature]</i>
Received	HARROP

Re File #

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

Dear Sir:

On behalf of Mr. Andrew Simek, 934
Even Avenue, New Westminster, we herewith
submit tender on Japanese property, Catalogue
Parcel Number 674.

Mr. Simek's tender is \$3000.00 cash.

Enclosed please find our cheque in the
amount of \$300.00 being the ten per cent (10%)
deposit required thereon.

Yours very truly,

WESTMINSTER TRUST COMPANY

Robert Alstead
Manager of Real Estate Dept.

accept

Encl.
A/bb

B. C.'S OLDEST PROVINCIAL TRUST COMPANY

INCORPORATED 1904

ESTABLISHED 1888 INCORPORATED 1917
PRINCIPAL OFFICE: WESTMINSTER 62 & 63
VANCOUVER DIV. 1408



ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

ASSETS OF COMPANIES REPRESENTED
EXCEED ONE BILLION DOLLARS

VENTURES AND CONTINUING
ESTATE BUSINESS TRANSACTIONS
NOTARIAL PUBLIC INVESTMENTS

Alfred W. McLeod Limited

NEW WESTMINSTER AND VANCOUVER

Insurance & Investments

MCLEOD BUILDING, 50-52 SIXTH STREET

New Westminster, B.C.

June 13th., 1944.

Department of the Secretary of State,
Office of the Custodian,
506 Royal Bank Building,
675 West Hastings Street,
Vancouver, B. C.

ATTENTION MR. JOHNSON

Dear Sirs:

Re: Catalog #667 - Lots 32, 33 and 34,
of W. 1/4 of D. L. 26, Map 757, New
Westminster, B.C.

Our client has submitted an offer to purchase
the above mentioned lots, and has requested that we en-
quire as to whether you would consider renting this pro-
perty while the offer is under consideration.

He has suggested a rental of \$5.00 monthly,
and wishes to use same as pasture.

Kindly advise us as to whether this might
be arranged.

Yours very truly,

ALFRED W. MCLEOD LIMITED

L. P. Morisset.
Manager, Real Estate Department.

LPM:NC

Rec'd	
File No.	9557.
Ans.	
Referred	HARRIS.

349 Pembina Street,
New Westminster, B. C.
June 13th., 1944.

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

Dear Sirs:

Re: File No. 8557

I hereby submit a tender for Catalog No. 667 being situated on Fenton Street, in the City of New Westminster, B. C. and being more particularly known and described as: "Lots 32, 33, and 34, of the West Half of Block 26, District Lot 757, Map 2366" for the sum of Four Hundred Dollars (\$400.00).

I also enclose a certified cheque for \$40.00 being 10% of the offer.

Anticipating an early reply, I remain,

Yours very truly,

Pretam Singh

Pretam Singh

8557

June 26, 1944.

Westminster Trust Company,
Real Estate Department,
New Westminster, B. C.

Dear Sirs:

Re: Catalogue No. 674
Cor. Eben Ave. & Johnston St.

Your letter of June 3rd enclosing cheque for \$300.00 and offer to purchase the above property for the sum of \$3,000.00 has been received and considered.

This is to advise you that we are prepared to recommend the acceptance of this offer. Will you please forward us a certified cheque for the balance of the purchase price, namely, \$2,700.00.

Kindly advise the full name, address and occupation in which this property is to be registered and also state whether or not the purchaser is a British Subject.

The necessary documents will then be prepared and forwarded to the Secretary of State at Ottawa, and if our recommendation is acted upon, the documents will be signed and returned.

A statement of adjustments of taxes, etc. will then be prepared, including registration fees, and forwarded to you, after which the documents will be submitted for registration.

The tenant will then be advised that the property has been sold subject to the existing tenancy and you will then be in a position to assume control of this property.

This property is under lease from December, 1943 to the 31st day of August, 1944.

We have received notice from the Corporation of the City of New Westminster relating to the encroachment in connection with this property which faces Eben Avenue. We understand that this is for the widening of Eben Avenue, some time in the future, to 100 feet, and the purchase must be subject to this encroachment.

Yours truly,

F. G. Shears,
Director.

GP:KB

Catalogue No. 674
File No. 8557
Cor. Burn Avenue & Johnston, New Westminster
25(Regts. 2241, 7930) D.L. 777/2620

October 2nd, 1944

MR. AND MRS. ANDREW SINK

In account with The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as at July 6, 1944)

	DEBIT	CREDIT
Purchase price	3,000.00	
Charges received		3,000.00
Amount of Rental -		
July 6 to July 31 - 25/31 x 30.77		24.81
August 1 to August 31		30.77
Registration fees on deed - \$3,000.00	10.50	
Purchaser's Proportion 1944 taxes - 178/365 x \$260.05	126.62	
Balance owing by purchaser		61.74
	83,137.32	83,137.32

BALANCE OWING BY PURCHASER - 61.74

8997

October 24, 1944.

The Westminster Trust Company,
Westminster Trust Building,
New Westminster, B. C.

Dear Sirs:

Re: Catalogue No. 674
Cor. Burn & Johnston
New Westminster, B. C.
25/10/1944

Title to the above property has been received by this office in the names of Andrew Simk and Maria Simk, 934 Burn Avenue, New Westminster, and is now ready for delivery.

Adjustments as of July 6, 1944 as shown on the enclosed sheet have been calculated and a balance of \$81.74 is charged to the purchasers.

Kindly have Mr. and Mrs. Simk sign the attached control receipt and chattel release and return them to this office. Upon receipt by this office of these papers duly signed together with a cheque for the above mentioned amount, title will be sent by registered mail to Mr. and Mrs. Simk or to any person designated by them.

Yours truly,

George Peters,
Administration Department.

GP:MA
Enc.
cc Mr. and Mrs. Simk

Catalogue No. 607
File No. 8997
Fenton Street, New Westminster
32,33,34/8; 26/757/2366

December 21, 1944.

POTAN SINGH
(purchaser)

In account with: The Custodian of Enemy Property

STATEMENT OF ADJUSTMENT

(as at August 9, 1944)

	DEBIT	CREDIT
Purchase price	\$400.00	
Cheques received		\$400.00
Registration fees on deed - \$400.00	4.80	
144/365 x \$41.10 - purchaser's proportion of 1944 taxes	17.40	
Balance owing by purchaser		22.20
	<u>\$422.20</u>	<u>\$422.20</u>

BALANCE OWING BY PURCHASER

\$22.20

Catalogue No. 874
File No. 8557
Cor. Owen Avenue & Johnston
New Westminster, B. C.
25(SE pts.Sk.2241, 7930)757/2620

Control of property covered by Certificate of Title No. 175819-E described
above is by us hereby acknowledged and we agree that all adjustments and
incidents connected with the sale to us of this property have been settled.

Dated at Vancouver, B. C., this 26 day of October 1944.

Andrew Simek

Maria Simek

Return to the Custodian

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

Dear Sirs:-

Re: Cor. Esen Ave. & Johnston

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

Andrew Simek
.....Signed

Macriol Simek

Return to the Custodian

Catalogue No. 674
File No. 8557
Cor. Burn Avenue & Johnston, New Westminster
25(88pts. Sh. 2241, 7930) D.L. 777/2620

October 2nd, 1944

MR. AND MRS. ANDREW SINK

In account with The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(as at July 6, 1944)

	DEBIT	CREDIT
Purchase price	3,000.00	
Cheques received		3,000.00
Amount of Rental -		
July 6 to July 31 - $25/31 \times 30.77$		24.81
August 1 to August 31		30.77
Registration fees on deed - \$3,000.00	10.50	
Purchaser's Proportion 1944 taxes - $175/365 \times$ \$260.05	126.62	
Balance owing by purchaser		61.74
	<u>\$3,137.32</u>	<u>\$3,137.32</u>

BALANCE OWING BY PURCHASER - \$61.74

ESTABLISHED 1886 INCORPORATED 1917
PRINCIPAL OFFICE: WESTMINSTER 22 & 23
VANCOUVER P.A. 1931



ADDRESS ALL COMMUNICATIONS
TO THE COMPANY

ASSETS OF COMPANIES REPRESENTED
EXCEED ONE BILLION DOLLARS

MORTGAGES AND CONVEYANCING
ESTATE BUSINESS TRANSACTIONS
INSURANCE INVESTMENTS

EVACUATION SECTION

Rec'd JAN 16 1945

Alfred W. McLeod Limited

NEW WESTMINSTER AND VANCOUVER

Insurance & Investments

MCLEOD BUILDING, 20-22 SIXTH STREET

New Westminster, B.C.

January 12th, 1945.

The Custodian,
506 Royal Bank Bldg.,
675 West Hastings St.
Vancouver, B.C.

Dear Sir:

Attention Mr. Johnson
Re: Lots 32, 33 & 34 in W $\frac{1}{2}$ of
Blk. 26 of Lot 757

We are in receipt of your letter of December 22nd enclosing adjustment statement showing a balance of \$22.20 owing, together with forms to be signed by Mr. Pritam Singh.

Mr. Singh has now paid us the amount owing and we enclose herewith our cheque to cover, namely, \$22.20, and forms duly signed by him.

Trusting this transaction has been completed to your satisfaction, we remain,

Yours very truly,

ALFRED W. MCLEOD LIMITED

W.D.

W. Davidson
Real Estate Department

WD:
ENCLS.

8557/08217

TAINAKA Masu

Mrs. Masu Tanaka,
& Mr. L. Batley,
R.R. No. 1,
Oyama, B.C.

Jan 31st 1945.

File No. 8557.

EVACUATION SECTION	
Rec'd	FEB 2 1945
File No.	8557
Ans.	Johnston
Referred	

Dear Sir:-

Received your letter of Jan 27th.
According to your letter you have
paid my taxes on Lot No. 32-33-34
W¹/₂ of Blk. 26. I did not wish to
have the taxes paid on these lots,
therefore have advised you the year
before. Enclosed you will find
your letter to which you answered
my letter at that time. Stating

"We will accordingly hold this
matter in abeyance until we
hear from you to the effect that
you wish to have them paid)"
Please have my money refunded
as soon as possible.

Have you paid the taxes
for my property on corner of Queen
Ave & Johnston St in New Westminster
which you leased to Mr. Hansen
until Aug 31st 1944. Please let

me know if you have or not as
I wish to have the taxes paid
on this property regularly.

Please put the income from
my property on corner of Ewen
Ave. & Johnston St. in my account
from now on. The property is not
my husband's or my son's.

I presume you have the record
at your office. Also you know
the tax notice will be in my
name.

Yours Truly.

Mae. Tainaka

February 6th, 1945.

Mrs. Masu TAINAKA,
Registration No. 08217,
c/o Mr. L. Batley,
R. R. No. 1,
Oyama, B. C.

Dear Madam:

We are in receipt of your letter of the 31st ultimo and in reply wish to advise you that it was necessary to pay the taxes on Lots 32, 33 and 34 of the West 1/4 of Block 26 as this property is in the course of sale. As soon as the transaction has been completed we will forward you a statement in connection with same and also a statement of your personal account with the Custodian.

When you declared your property with the Custodian you stated in your 'JP' Form under item 9 ie. If Farm Land State Crops Sown: "15 Acres Black Current. N.B. This property is operated by husband (Yonetaro) & son (Hideo) and the crop has been sold to Pacific Co-op Mission City, B. C. this has been thoroughly declared on registration of husband & son". Further you stated "The crop on the property of the declarant and operated by husband & son has been sold to Pacific Co-Op and the lease is held by the operators, of same".

For this reason we have credited the joint account of Yonetaro and Hideo with revenues from Lot 25 of Lot 757 at the Corner of Ewen Avenue and Johnston Streets and have paid the annual taxes from their joint account Nos. 5175 and 7718. This property has also been sold and proceeds of the sale have been credited to your personal account. When this transaction is completed we will also send you a statement of same, together with a statement of your personal account.

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/HMS

STATEMENT RE SALE OF:

Catalogue No: 667

Street Address: Fenton St.
New Westminster

Legal Description:

32,33,34/W; 26/757/2366
Aug. 9th, 1944

Name: TAINAKA, Rona

File No: 9137

Reg. 08217

Date of Sale and Adjustments

Sale Price

\$400.00

Real Estate Agent's Commission

\$20.00

Charge for Valuation

5.00

Charge for Advertising

4.00

Land Registry Office Transmission Fee

6.00

Disbursements:

Unpaid vendor

Mortgages

Interest on Taxes

Other charges

Adjustments:

Fire Insurance

Taxes

17.40

Water

35.00

\$ 17.40

Net Proceeds credited to your account

382.40

February 12th, 1945.

Date:.....

Er. George Peters

Compiled by:.....

Catalogue No. 667
File No. 6557
Fenton Street, New Westminster
32,33,34/8; 26/757/2366

December 21, 1944.

PRITAM SINGH
(purchaser)

In account with The Custodian of Enemy Property

STATEMENT OF ADJUSTMENTS

(As at August 9, 1944)

	DEBIT	CREDIT
Purchase price	\$400.00	
Cheques received		\$400.00
Registration fees on deed - \$400.00	4.80	
144/365 x \$44.10 - purchaser's proportion of 1944 taxes	17.40	
Balance owing by purchaser		22.20
	<u>\$422.20</u>	<u>\$422.20</u>

BALANCE OWING BY PURCHASER \$22.20

Catalogue No. 667
File No. 8557

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

Dear Sirs:-

Re: Fenton St. New Westminster

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

W. L. Singh.....Signed

Return to the Custodian

Catalogue No. 667
File No. 8557
Fenton Street,
New Westminster
32,33,34/W 26/757/2366
Certificate of Title No. 178978-E

Control of property covered by Certificate of Title No. 178978-E is by me hereby
acknowledged and I agree that all adjustments and incidents connected with the sale
to me of this property have been settled.

Dated at New West this 9th day of January 1945.

Britannia Singh

Return to the Custodian

STATEMENT RE SALE OF:

Name: TAINAKA, Masa

Catalogue No: 674

File No: 8527

Street Address: Cr. Swan Ave &
Johnston Sts, New Westminster.

Reg. 08217

Legal Description: 25/(S.E. pts. Sk. 2241, 7930) D.L. 757/2620

Date of Sale and Adjustments July 6/44

Sale Price

\$ 3000.00

Real Estate Agents Commission

\$ 150.00

Charge for Valuation

7.50

Charge for Advertising

4.00

Land Registry Office Transmission Fee

2.50

~~Encumbrances:~~~~Unpaid vendor~~~~Mortgages~~~~Arrears of Taxes~~~~Other charges~~

Adjustments:

~~Fire Insurance~~

Taxes

126.82

~~Water~~

164.00

3126.82

Net Proceeds credited to your account

2962.82

February 12th, 1945.

Date:.....

Mr. George Peters

Compiled by:.....

8557

February 15th, 1945.

Mrs. Masu TAINAKA,
Registration No. 08217,
c/o Mr. L. Batley,
R. R. No. 1,
Oyama, B. C.

Dear Madam:

Re: Catalogue No. 667
Fenton Street,
New Westminster, B.C.
32.33.34/W3 26/757/2366

Please be informed that the above property has been sold as of August 9th, 1944, for the sum of \$400.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

The net result of this sale appears on an attached statement, and the proceeds have been credited to your account together with adjustments of unearned taxes. We are also enclosing a general statement of your account up to date which includes the net figure to which reference has already been made.

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/HMS
Encl. (2)
c.c. B. C. Security Commission.

STATEMENT RE SALE OF:

Name: TAINAKA, Sam

Catalogue No: 667

File No: 8557

Street Address: Fenton St.
New Westminster

Reg. 08217

Legal Description: 32,33,34/7; 26/757/2366
Aug. 9th, 1944

Date of Sale and Adjustments

Sale Price

\$ 200.00

Real Estate Agent's Commission

\$ 20.00

Charge for Valuation

5.00

Charge for Advertising

4.00

Land Registry Office Transmission Fee

6.00

~~Encumbrances:~~

~~Unpaid Vendor~~

~~Mortgages~~

~~Interest of Vendor~~

~~Other Charges~~

Adjustments:

FFV Insurance

17.40

Taxes

~~Water~~

35.00

\$ 117.40

382.40

Net Proceeds credited to your account

February 12th, 1945.

Date:

Mr. George Peters

Compiled by:

8557

February 24th, 1945.

Mrs. Masu TAINAKA,
Registration No. 08217,
c/o Mr. L. Batley,
B. R. No. 1,
Cyama, B. C.

Dear Madam:

Re: Catalogue No. 674
Cor. Even Ave. & Johnston Sts.
New Westminster, B. C.
25/(S.E. pts. Sk. 2241, 7930)
D.L. 757/2620.

Please be informed that the above property has been sold as of July 6th, 1944, for the sum of \$3,000.00. An independent appraisal of this property has been obtained and the sale approved by the Advisory Committee.

The net result of this sale appears on an attached statement, and the proceeds have been credited to your account, together with adjustments of unearned taxes. We are also enclosing a general statement of your account up to date which includes the net figure to which reference has already been made.

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/HMS
Enc.

c.c. B. C. Security Commission.

STATEMENT RE SALE OF:

Name: TAINAKA, Masa

Catalogue No: 674

File No: 8597

Street Address: Cr. Dean Ave &
Johnston Sts, New Westminster.

Reg. 08217

Legal Description: 25/6.E. pts. Sk. 2241, 7930 D.L. 757/2620

Date of Sale and Adjustments July 6/44

Sale Price

\$ 3000.00

Real Estate Agent's Commission

\$ 150.00

Charge for Valuation

7.50

Charge for Advertising

4.00

Land Registry Office Transmission Fee

2.50

~~Encumbrances:~~
Unpaid vendor~~Mortgages~~~~Arrears of Taxes~~~~Other charges~~Adjustments:
Fire Insurance

Taxes

126.82

~~Water~~

164.00

\$ 3126.82

Net Proceeds credited to your account

2962.82

February 12th, 1945.

Date:.....

Mr. George Peters

Compiled by:.....

MRS. MASU. TAINAKA.

R.R. No. 1.

Oyama B.C.

March 5th / 45.

Claim Dept.

The Custodian's Office
Department of the Secretary
of State of Canada
Vancouver B.C.

EVACUATION SECTION	
Rec'd	MAR 8 1945
File No.	8553
Ans.	Johnston
Refer.	

Dear Sir:

I would like to inform you a
former rental claim, which to a
Japanese family (Mr. Miyoichi Oda)
was living in my house for (17)
seventeen months rent from January
(1941) till May (1942) this
amounting to \$59.50 at a rate of
3.50 per month. This Japanese
Mr. Miyoichi Oda) has a proper
of lot nineteen (19) and twenty
(20) of the Western Half of Block
twenty-six (26) of Lot Seven
hundred and Fifty-seven (757)
Group (1) map Two thousand Three
hundred and Sixty-six (2366)

Please kindly locate this person
by this property and please keep
his accounts under your control
until this sum of \$2000.00 is
paid by him.

Thanking you for your most
prompt attention.,

Yours truly.
Mrs. Mary Tainaka

1632
8557

March 12th 1945.

Mrs. Masu TAINAKA,
Registration No. 08217,
R. R. No. 1,
Oyama, B. C.

Dear Madam:

We are in receipt of your letter of the 5th instant, in which you state you have a claim for \$59.50 against Mr. Miyoshi ODA.

It is unfortunate that you did not write us earlier as Mr. ODA's property was sold in September 1943, and, after paying all claims recorded on his file, we remitted the balance of funds to him.

It is quite possible, however, that if you write Mr. ODA he will pay your claim either in full or by making monthly payments on same. His Registration No. is 08157 and he lives at 413 Connolly Street, Fort William, Ontario.

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/IMS

ENEMY SECTION	
Rec'd	MAY 4 1946
File No.	
Ans'd	
Refer'd	

EVACUATION SECTION	
Rec'd	MAY 4 1946
File No.	8557
Ans.	
Referred	Haston

Mrs. Masu Tainaka,
c/o Mr. S. McQuadey,
R.R. #1, Oyama, B.C.
April, 29th, 1946.

The Custodian,
Dept. of secretary state of Canada,
Vancouver, B.C.

Gentleman,

I wrote to you quite some time ago and have not as yet received an answer, and I'm wondering if you have. If you haven't sent the answer yet I'd appreciate it very much if you'll check the amount I still have coming to me, and send me every bit of the credited amount of mine left in your care. I am asking for this because as I mentioned in my previous letter, I haven't been working since last fruit harvesting season and badly need the amount, what-ever is left. May I hear from your department in the nearest possible future?

Yours truly,

Masu Tainaka

1632
8557

June 27th 1946.

Mr. Miyoshi ODA,
Registration No. 08157,
810 McMillan Street,
Fort William, Ontario.

Dear Sir:

We wish to thank you for the information contained in your letter of April 20th 1946, in which you advised that you were not responsible for the claim filed against you by the Globe Fertilizer Company Limited.

However, in reviewing our records it is noted that Mrs. Masu TAINAKA has lodged a claim against you in the amount of \$59.50. The following is an extract from Mrs. TAINAKA's letter to this Office:

"I would like to inform you a house rental claim, which to a Japanese family (Mr. Miyoshi ODA) was living in my house for (17) Seventeen month's rent. From January 1st (1941) till May (1942). This amounting to \$59.50 at a rate of \$3.50 per monthly."

Kindly supply this Office with information regarding this claim at your earliest convenience.

Yours truly,

W. J. JOHNSTON
ADMINISTRATION DEPARTMENT

WJ/MS

1632

8557

June 27th 1946.

Mrs. Masu TAINAKA,
Registration No. 08217,
c/o Mr. S. McGladery,
P. R. No. 1,
Oyama, B. C.

Dear Madam:

Re: (Mr) Miyoshi ODA
Registration No. 08157

With reference to your claim against the above-mentioned in the amount of \$59.50, we would ask you to kindly advise us as soon as possible whether or not you and Mr. ODA have agreed upon a settlement regarding this matter.

Yours truly,

W. J. JOHNSTON
ADMINISTRATION DEPARTMENT

WJJ/HAS

8597

August 27, 1947.

REGISTERED

Mrs. Masa TAINAKA,
Registration No. 08217,
c/o Mr. L. Batley,
Oyama, B. C.

Dear Madam:

Please find enclosed herewith our cheque for the sum of \$919.75, which represents the total amount of funds in your account with the Custodian.

We are also enclosing herewith, a statement of your account as from February 15, 1945.

Kindly acknowledge receipt of this remittance at your early convenience.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN

WJJ/HMS
Enc. (2)

File Nos 5175 & 7718
reg. No. 09274 & 08216

Hideo & Tometaro TAINAKA

Date	Particulars	Debit	Credit	Balance
1942 August 11	Pacific Co-Operative Union lease payment	\$ 100.00	\$ 350.00	
September 16	Cheque to you	200.00		
November 26	"			
1943 April 17	P. C. O. B. cheques		1,500.00	
July 14	Cheque to you	50.00		
September 3	Cheque to Y. Tainaka	100.00		
October 29	Taxes 1942-43	563.00		
November 29	Cheque to Y. Tainaka	100.00		
December 9	Transfer to account of H. Tainaka	200.00		
December 31	"	100.00		
	Cheque to Y. Tainaka	100.00		
1944 February 10	Cheque to Y. Tainaka	100.00		
February 29	Transfer to account of H. Tainaka	100.00		
March 21	Lease payment 1943		525.00	
	Loss allowance for repairs	10.00		
October 2	Transfer to account Y. Tainaka	100.00		
	Cheque to H. Tainaka	100.00		
	Taxes 1944	260.05		
1945 January 9	Lease payment 1944		525.00	
	Transfer to account Y. Tainaka	23.10		
	"	44.10		
January 30	Rental adjustment to new purchaser	55.58		
	Taxes		126.82	
April 6	Cheque to H. Tainaka	200.00		
October 11	Transfer to account Y. Tainaka	200.00		
	"	150.00		
	Cheque to H. Tainaka	150.00		
1947 May 7	Transfer to account H. Tainaka	10.50		
	"	10.49		
	Y. Tainaka			
		\$3,026.82	\$3,026.82	

HTL

Accounting Department
February 5th, 1948

Naau TAIWAKA (Mrs. Yometaro)

File No. 8557
Reg. No. 08217

<u>Date</u>	<u>Particulars</u>	<u>Debit</u>	<u>Credit</u>	<u>Balance</u>
1945	Balance as per last statement sent		\$2,919.75	
May 4	Cheque forwarded to Naau TAIWAKA	\$ 500.00		
June 18	Cheque forwarded to Naau TAIWAKA	1000.00		
October 2	Cheque forwarded to Naau TAIWAKA	<u>500.00</u> \$2000.00	<u>\$2,919.75</u>	
				<u>CR \$919.75</u>
1947 August 28,	Cheque forwarded to Mrs. Naau TAIWAKA	<u>\$ 919.75</u> \$2919.75	<u>\$2,919.75</u>	
				<u>OR. NIL</u>

File No. 8557
Insg. No. 08217

Bank TAINAKA

Date	Particulars	Debit	Credit	Balance
1943 April 17	Land Registry Office - Certificate of Discharge 2	\$ 2.00		
November 10	3 Duplicate Bonds	15.00		
1944 July 6	Credit re Sale of Property Interest adjustment to purchase	55.58	2,952.82	
August 9	Credit re Sale of Property 1942-43-44 taxes Telephone calls	175.55 .20	362.40	
December 18	Cheque to you	150.00		
1945 January 10	Lease consideration Cat. # 657 Interest adjustment re Fulton Street Property	\$ 398.33	\$3,444.90	
February 15th	Taxes adjustment credit to Joint Account Hideo and Yonetaro TAINAKA	126.82		
		\$ 525.15	\$3,444.90	

CR \$ 3,046.97

CR \$ 2,919.75

8557

February 5, 1948.

Mr. R. J. McInister,
Barrister & Solicitor,
675 West Hastings Street,
Vancouver, B. C.

Dear Sir:

Re: Block 25 of Lot 757, Group 1,
Map 2620 Save & Except part (5 acres
more or less) shown on Sketch 2241
and part (0.151) of an acre shown on
Sketch 7930.

For your information we enclose herewith copy of
Westminster Trust Company's appraisal of above real property
which was sold by the Custodian, in regard to which you have
filed a claim with the Commissioner on behalf of Mrs. Masu
TAINAKA, Registration No. 08217.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN

WJJ/1948
Enc. (1)

File No. 8557

February 5, 1948.

MEMORANDUM RE CROPS - Claiming \$7,200.00

Re: Blk. 25 of Lot 757, Cp. 1, Map 2620

Save and Except part (5 acres more or less)
shown on Sketch 2241 and part (0.151) of an
acre shown on Sketch 7930.

(Mrs.) Masu TAINAKA

JP Form: Dated May 11, 1942, attached hereto, states under paragraph
No. 9, "Crops Sown" as follows:

"N.B. This property is operated by husband (Yonetaro)
and son (Hideo) and the crop has been sold to Pacific
Co-op Mission City, B. C. This has been thoroughly
declared on registration of husband and son."

JP Form (copy) of husband, Yonetaro TAINAKA, is attached hereto.
See page 4. Original on Claim file No. 7718.

Block 25 The Lease was made with the Pacific Co-operative Union by
the husband and son of Mrs. Tainaka, Yonetaro and Hideo
TAINAKA, respectively, Files 7718 and 5175. Lease dated
April 11, 1942.

All crop proceeds received by us were credited to a Joint
account in their names and taxes were paid therefrom.

Mrs. Tainaka received the net proceeds from the sale of
Block 25 but is not entitled to receive any monies from the
Custodian regarding crops taken off Block 25.

WJJ/HMS


.....

MEMORANDUM RE TAINAKA PROPERTY
& LEASED LAND

16th Sept. 1949.

From telephone conversation with Mr. W.J. Johnston
at New Westminster.

Block 25.

Mr. Alstead stated that the reason the black currant bushes had not been valued with the appraisal of the property was that they were absolutely no good at the time he appraised the property. As a matter of fact they were a detriment to the property - had not been kept up, pruned etc., and the currants on the bushes were not good.

Lot 36. Leased to TAINAKA by the Westminster Trust Co. 22½ acres.

The Westminster Trust Co. tried to get \$7500.00 for the property from the Dominion Government, through K.K. Reed & Co., thinking that the Government might use it for industrial purposes, but actually they would have been glad to sell Lot 36 to TAINAKA for \$5500.00 or even less.

Mr. Kennedy agreed with Mr. Alstead that the bushes had not been kept up and had gone back. Both said they had become overgrown, and being near the river had become mouldy, rusty etc.

The Westminster Trust Co. rented in 1948 for \$200.00 (first time since Hansen left).

TAINAKA had paid \$400.00 a year for this Lot.

Hansen had told Kennedy that shortage of labour was responsible for his not being able to take care of the property.

Block 25.

Mr. Johnston went to Block 25 (which Simek purchased). Found it had been subdivided into 1 and 2 acre lots. Simek himself, had returned to Austria.

There were about 10 houses built on the property. Simek had built a good house which he had sold to a Mr. Popoff in 1946. Some of the ten houses were good and some not so good.

Mr. Johnston called on a Mrs. Warner who had built last Spring. She claimed they had picked over 400 lbs. of berries off their ½ acre of bushes, and had sold to the cannery for 20¢ a lb. The Warners intend to cultivate and bring back these bushes.

There were still a lot of bushes on Lot 25. This rather disputes Alstead's statement.

File 7718, 8557

MEMORANDUM

September 17, 1949.

TO: Mr. D.T. Braidwood

FROM: Mr. F.G. Shears

Re: Nana TAINAKA (Mrs.) - Case 181

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

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

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

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

The Custodian at this time made arrangements with Mr. J.P. Hansen for 8½ months for \$750.00. Failing to pay this amount, Hansen was allowed to continue use of this property for 1944 for a further consideration of \$300.00, having been financed by the P.C.U. An amount of \$525.00 was received by the Custodian on 29th Feb. 1944 and \$525.00 on 9th January 1945.

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

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

3 copies

Sept. 17, 1949

Our Mr. Johnston has just had an interview with Mr. Alstead, the appraiser for the Westminster Trust Company and Mr. W.D. Bowden and Mr. A.B. Kennedy, also of that firm. They informed him that at the time of the appraisal it was their considered opinion that the black current bushes added no value to the property, and in fact were a detriment to it, as they had not been cultivated or pruned. The bushes were absolutely no good when he appraised the property. Weeds had grown up around the plants and the soil was wet and mold and rust had set in. The currants on the bushes at that time were of no commercial value. For this reason no reference to the bushes or value for same was mentioned in their report. This would indicate that any depreciation which had taken place occurred during the period when this property was under the lease arrangements made by Tainaka with the P.C.U. Mr. Bowden of the Westminster Trust stated that in his opinion \$200.00 an acre was a good price to obtain for this property at the time it was sold. He stated that they would have been glad to have sold the 22½ acres of leased land at approximately this figure. The Westminster Trust informed our Mr. Johnston that Tainaka had been paying \$400.00 a year for the use of the leased portion of the property and that in 1948 Westminster Trust rented this same property for \$200.00, the first time it had been leased since Mr. Hansen (the operator) had left.

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

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

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

An inspection of this property at the present time indicates that berry bushes are still in evidence, the owner of one acre of the sub-division Mrs. Warner, advising that she had picked about 400 lbs. of black currants and had sold them to the cannery for 22½ lb.

Subsequent to the above, our Mr. Johnston informed me that he was advised by Mr. R.J. Alstead that Mr. Simek, the purchaser of the property was very disappointed when he took possession of the land, and figured that he could not make a success of it as a berry growing proposition, and it was for this reason that he afterwards decided to sub-divide the land in order to get his money out of it.

Shears
945

File No. 8557
Case No. 181

September 17th 1949

TO: Mr F.G. Shears
FROM: Mr W. J. Johnston

Re: Block 25 of Lot 575, Group 1, Map 262
Magu Tainaka

In accordance with your instructions I went to New Westminster on Friday, September 16th, and the following is a summary of my interviews with persons contacted in connection with the above mentioned property:-

1. Mr R.J. Alstead advised me he did not place any valuation on the black currant bushes on the property at the time he made his appraisal for the reason that said bushes were, in his opinion, of no value and in fact were a detriment to the property. He found the soil was wet and mould and rust was prevalent; also weeds had grown up around the plants. The bushes required pruning, and not having been kept up had "gone to wood". The currants which he had seen on the bushes at that time were of little value.

I spoke to Mr Alstead further on Saturday the 17th September, and he stated that Mr Simek, the purchaser, expressed disappointment regarding the property after he had occupied it. Mr Simek told him that the land was sour and as there were so many weeds and so much pruning to be done, it would be costly to bring it back into full production; also he stated he did not see how he could get anything out of it as a berry farm and subsequently sub-divided the property to get his money out of it.

Mr Simek returned to Austria with his wife and family in 1946.

On Friday September 16th, 1949, there were ten houses located on different subdivisions of the property.

2. Mr A.B. Kennedy, former Office Manager of the Westminster Trust Company, advised me that he knew the property quite well, and stated that as the black currant plants on the property had not received proper attention they became mouldy and rotten. He stated the bushes should have been pruned each year and that weeds had grown up making the plants valueless.

The land, although it is in the City of New Westminster, is actually on Lulu Island, and below the level of the Fraser River.

3. Mr W.D. Bowden, former Manager of Westminster Trust Company, advised me that in his opinion \$200.00 an acre was a good price to obtain for this property.

Black currants were not particularly in demand, and they require a good deal of attention to grow them profitably. If not pruned they deteriorate rapidly. Soil in the neighbourhood is very damp, being below sea level, and will cause mould and rust on plants, and weeds grow up around them rapidly. Chinese growers do not find they can grow black currants in this District profitably and Mr Hansen could not operate successfully although he had a direct connection with the Pacific Co-operative Union. Mr Hansen claimed shortage of labour as the main reason for the bushes not having received better attention. Mr Bowden asked: "How could a white man expect to make a success of the business under these circumstances?"

4. Mr J.J. Johnston, Real Estate and Insurance Agent, advised me on Saturday September 17th 1949 that he still holds the Agreement for Sale dated June 13th 1939, which shows that Mrs Tainaka bought the above mentioned property from Mrs W.S. Collister for the sum of \$1200.00. Mrs Tainaka received the Deed to the property on April 17th 1942.

5. Mr and Mrs Warner, purchasers of one acre of this property, have three quarters of an acre of same in black currant bushes which were originally planted by the Tainakas. I spoke to Mrs Warner on Friday, September 16th, and she stated that she sold 400lbs of the berries to the Cannery at 20¢ per pound and had given some away. She stated they would be weeding and pruning the bushes but they would like to sell half an acre as it is too much work for them. Mr Warner is a retired railroadman and they purchased the property last Spring.

Re: Lot 36 of Lot 757

On Friday, September 16th, Mr W.D. Bowden advised me that the above mentioned property has been owned by the Westminster Trust Company for some thirty years, and the Company had been unsuccessful in obtaining a reasonable price for it. They leased it to Mr Tainaka, whose wife owned Block 25, and he in turn sublet it to the Pacific Co-operative Union until 1943.

Mr Bowden stated that the Company would have, at any time, been glad to sell the property (Lot 36) to Mr Tainaka or any prospective purchaser for from \$5000.00 to \$5500.00 as that would have been an exceptionally good price. There are 22½ acres in this piece of land. During the late war they tried unsuccessfully to promote a sale to the Dominion Government for \$7000.00 to \$7500.00 as it could be used for industrial purposes. Mr Bowden stated that the property remained vacant from 1943 until they rented it to a Chinaman in 1948 for \$200.00 per annum.

There were 13 acres of black currants on Lot 36, and the same conditions prevailed as with Mrs Tainaka's property: that is shortage of labour, low wet ground, rust, mould, rot and weeds.

Mr Tainaka paid the Westminster Trust Company \$400. 00 per year for Lot 36 before evacuation and appeared to be making money out of the property.

Mr Bowden stated that \$225.00 to \$250.00 per acre would have been a very good price to obtain for Lot 36, including the 13 acres in black currant bushes and 4½ acres of other produce. Mr A.B. Kennedy expressed similar opinions regarding Lot 36 on the same day as I was talking to Mr Bowden.



File No. 8557

January 19, 1944.

REAL PROPERTY MEMORANDUM

Re: (Mrs.) Masu TAIWAKA

JP Form dated May 11, 1942, attached hereto.

The following property was advertised in our Catalogue under No. 674:

Block 25 of Lot 757, Group 1, Map 2620
Save and Except part (5 acres more or less)
shown on Sketch 2241 and part (0.151) of an
acre shown on Sketch 7930.

Location: Corner Ewen Avenue and Johnston Street.

Certificate of Encumbrance: Attached hereto. On property only.

Valuation: Appraisal Report of Westminster Trust Company herewith.

Sold by Tender to Mr. Andrew Sinek and Maria Sinek, 934 Ewen Avenue,
New Westminster, B. C., Joint Tenants, as at July 6,
1944, for the sum of \$3,000.00 (cash).

Other Tender Received:

On April 29, 1944, Mr. J. Mansell Overand offered \$1,500.00
for the above-mentioned property. Tender attached hereto.

Lease: Attached hereto.

Notice of Encroachment: Attached hereto.

Real Property Memorandum: Attached hereto.

Assessment: (1943)

Land: \$3,715.00

No buildings on this property. yls

Note: Improvements (buildings) in the City of New Westminster are
not taxed. Assessments on land, therefore, are relatively
high. Vacant land is sold by the City of New Westminster
for one-half its assessed value.

WJJ/HMS

[Signature]
.....

Summary

Claim No. 151 - TAYNKA Mrs. Mary

This claim relates to lands comprising approximately 15 acres situate near New Westminster, upon which at the date of evacuation the claimant operated a black current plantation.

The evidence shows that the land uncleared was bought by the claimant in 1939 at a cost of \$1200.00, was cleared, ditched and drained at a cost of \$4200.00 and that subsequently he planted 27,000 two year old black current bushes, presumably on this land and upon land adjoining held under lease by the claimant, which is not the subject of claim. These bushes are said to have cost \$10,530.00.

The 15 acre parcel was assessed in 1943 at \$3725.00, no assessment having been made in respect of improvements.

Prior to evacuation the claimant leased the 15 acre parcel, and the leasehold of 17½ acres adjoining, to the Pacific Co-operative Union, for a term of one year at a rental of \$5000.00 which rental I assume represents an approximate rental of \$2200.00 for the 15 acre parcel under review.

A Chartered Accountant's report furnished to the Pacific Co-operative Union on the year's operation shows that a gross revenue was realised from the 1942 crop taken from the leasehold as well as the 15 acre parcel, of \$6,158.07, from which a net revenue (exclusive of rental before mentioned) of \$2947.08 was realised. The latter figure represents an approximate net revenue for the 15 acre parcel of \$1300.00 (exclusive of rental).

The Custodian leased the 15 acre parcel for the year 1943 to one Hansen for \$750.00 with the a right of renewal. This rental was adjusted in 1944 at \$1050.00 for the two years, or \$525.00 per year.

The land was appraised in 1944 By an appraiser appointed by the Custodian at the sum of \$2970.00. i.e. \$200 per acre. The appraiser, however, made no allowance for the black current plantation, and when testifying before me stated that the currant bushes had so deteriorated through lack of care as to be valueless in his opinion.

Subsequently the land was sold by the Custodian during 1944 for the sum of \$3000.00.

Dean Clement made an appraisal of this property in 1949, related to its condition in 1944, wherein he finds that the value of the land with black current plantation, adequately cultivated, had a value at the date of sale of \$11,420.14 made up as follows:

13,597 bushes at 62¢	-	\$8430.14
14.7 acres land at \$200 per ac.		2970.00
Packing sheds		20.00
		<u>\$11,420.14</u>

This witness tests the valuation so made by calculating the market value from the rental realised, taking into account the rental paid as shown above, for the three year period, being a total rent of \$3350.00 or \$1100.00 per annum. He discounts this rental to a figure of \$800.00 per year over a 20 year period, or an aggregate rental of \$16,000.00, from which revenue he estimates the market value of the property at 80 per cent. of the revenue, or \$13,200.00.

It is apparent that the current plantation was permitted to deteriorate by the tenants in occupation during the 3 year period 1942 to 1944 inclusive. Even so, the evidence of Dean Clement satisfies me that failure adequately to cultivate over a 3 year period would not result in a total loss of the plants, which in 1944 were 5 year old plants, and therefore under adequate cultivation should have been worth not less than double the value of the same plants in 1942.

The rental and revenue figures which were realised in the years 1942 to 1944 inclusive in my judgment establish conclusively that this parcel of land as at the date of the claimant's evacuation had a market value very substantially in excess of the mere land value, arising from its development as a black current plantation.

Since the terms of reference directed to me require that the fair market value of property sold by the Custodian shall be determined as at the date of sale - in this instance the fall of 1944 - I conclude that the deterioration of the plantation before mentioned, which undoubtedly appreciably reduced the market value of the property, may not be taken into consideration. I therefore approach the question of determining fair market value of the property from the condition in which it was in 1944.

I consider that the evidence establishes that the black current plantation had a considerable value in 1944 notwithstanding the deterioration that had occurred up to that time. I estimate the value of the plantation, considered apart from the mere land value, was then \$2000.00.

I therefore recommend payment to the claimant of the sum of \$2000.00.

(Sgd.) H.I. BIRD

Commissioner

October 28th 1949.

VERNON, B. C.

25 Feb. 1948.

DEFENCE BRIEF

Mrs. Masu TAINAKA

File No. 8557

Case No. 181

REAL PROPERTY CLAIMS

1. Real Property Claim

\$18,000.00

Appraised at

\$2,970.00

Sold for

\$3,000.00

Witness - Alstead, appraiser.

Exhibit 1. - Real Estate Statement Transcript 4 and 5. House and Hot House not mentioned in appraisal. This statement not correct - see Westminster Trust Co. valuation report on file dated 27 April 1944. Claimant also points out expenditure of \$4,200.00 cost of draining land.

Exhibit 2 - Transcript 3 - \$10,500.00 of claim is for currant plants. Lease put in as indication of value of premises. Transcript 5 - Lease which covered both owned and leased land \$5000.00 if upon a pro rata basis would be pro rated on the 15 acres owned and the 17½ acres leased as follows:-
15 acres - 2,300.00.
17½ acres 2,700.00.
\$153.85 per acre.
Transcript page 5.

Re Claim 181. Tsuraka.

MEMORANDUM

December 9, 1949.

Re: SURREY BERRY GROWERS' CO-OPERATIVE
ASSOCIATION BOOKS AND RECORDS.

Mr. Page of the Brackman-Ker Milling Co. Ltd., New Westminster, informed us this morning by telephone that he had personal knowledge of the items belonging to the Surrey Berry Growers' Co-operative Association which were left in the care of his firm at the time of the evacuation of the Japanese. He stated that the goods consisted of one box containing the Association books and records, one typewriter, one paper punch and one adding machine. He stated that at the request of Mr. Harold Akira Hirose, Accountant for the Surrey Berry Growers' Co-operative Association, he, Mr. Page, sent these books to Hirose at Winnipeg about four years ago.

At approximately the same time he sent the typewriter, punch and adding machine to one of the other officers of the Association who lived in Alberta. While he cannot recall the exact name he would be able to supply it if necessary by hunting through his files. The name may have been Sunada who, according to a letter on the Custodian's file dated May 23, 1949, is one of the persons authorized to sign for the Association on the "disposal committee". He lives at Raymond, Alberta.

According to the Custodian's file the last known address of Harold Akira Hirose is 385 Kennedy Street, Winnipeg, Manitoba. Hirose signed the declaration to the Custodian as Accountant of the Surrey Berry Growers' Co-operative Association.

ACM

ACM/AC

This info obtained for Gov't Counsel.

8577

October 24th, 1950.

Mr. Masu TAINAKA,
R. R. #2,
Kalamazoo, B. C.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 151

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 ... \$2,462.50.

Cheque in your favour is enclosed for \$2,112.69 and we have paid the Co-Operative Committee .. \$ 349.81 for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS/js
1 encl.

Report made by
Element Consulting Services Ltd.
Registered Agrologists.

SECTION 1

MRS. HANS TAKAKA

Reg. No. 08217

CASE 101

an area alleged to have been in Black Current bushes
situated in the Granborough district.

This report refers to that area described on the 1942
Tax Notice for Roll No. 2073 issued by the Corporation of the City
of New Westminster, B.C.

We have been asked to report as to:

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

(1) Value of Black Current Bushes

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

Brown Bros. & Co. Ltd., 965 Granville Street.

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

Catalogue for 1945: Per plant - \$0.25 to \$0.40
Per dozen - \$3.00 to \$4.00

Layrite Nurseries Ltd., 2220 Kingsway

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

MR. HARRY TAYLOR

Reg. No. 05217

CASE 191

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

<u>Price</u>	<u>Each</u>	<u>Lot of 10</u>	<u>Lot of 100</u>
1 year old	\$0.30	\$3.00	\$30.00
2 year old	\$0.40	\$4.00	\$40.00

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

1 year	\$0.37 $\frac{1}{2}$	\$3.75	\$37.50
2 year	\$0.50	\$5.00	\$50.00

E. W. Edie & Sons Ltd., West 41st and Marine Drive.

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

From 1 to 19 bushes	-	\$0.35 each
20 bushes and over	-	\$0.35 each
and in 1945		
1 to 19 bushes	-	\$0.40 each
20 bushes and up	-	\$0.50 each

Nitchies Limited, 240 Granville St.

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

Dozen - \$3.00

TABLE 1 SUMMARIZES THE VALUES FOR 1944:

	<u>Each</u>	<u>Quantity</u>
Brown Bros.	\$0.25 12/2.50	\$0.308
Hayrite	\$0.37 $\frac{1}{2}$ 10/3.12	\$0.512
	\$0.50 10/3.50	\$0.457
E. W. Edie	\$0.35 over 20	\$0.25
Nitchies	\$0.25 12/2.50	\$0.308
Average	\$0.345	\$0.385

MR. NASH TAYLOR

Reg. No. 08817

CASE 181

On the basis of these records, we estimate that current bushes of a minimum of 2 years of age were worth in April 1944 from \$0.25 to \$0.50 per bush.

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

The above figures are based on the records of retail prices, wholesale prices would amount to possibly 80% to 90% of the retail. We would point out that bushes of more than three years of age would not likely be offered for sale "over the counter". Three year old bushes would be coming into production and would not ordinarily be moved.

(2) Agricultural Value

There are two areas remaining of this holding which still support a number of current bushes. Tape measurements indicate that the bushes were planted on centres of approximately five and one-half (5½) feet in the east-west direction and approximately eight (8) feet

MR. MASU TAKADA

Rep. No. 00017

CASE 191

in the north-south direction. Calculation indicates that there were therefore on the order of 925 to 950 bushes to the acre. The lower of the two figures is possibly the most accurate in that there should be some allowance made for ditching as specified on the "Real Estate Farm Land" data submitted. We confirm that the ditches, or the remains of some, are present. See table 2 for bush-population per acre.

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

The value of the holdings is therefore:

13,597 bushes @ 50¢ each	\$ 6,798.50
14.7 acres of land @ \$200.00 A.	2,970.00
Two packing sheds	50.00
	<u>\$ 9,818.50</u>

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

MRS. MARY TAINAKA

Reg. No. 08217

CASH 151

Mr. E. Swift advises that records show black current prices at 15¢ per pound in 1942 and 1943. Retail prices were 25¢ per pound. It is reported that Tainaka marketed produce both fresh-retail and at the cannery.

Assuming average production of 5 pounds per bush, we find that 1887 bushes would yield 94,350 pounds of berries which at 15¢ per pound are worth \$14,152.50. Applying the 1.1 formula a capital value of \$11,317.50 is obtained. We would stress that this figure is rather conservative in that it does not include the possibility of retail sales.

APPRAISAL

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

TABLE 2
PLANTING TABLE FOR BLACK CURRANT BUSHES

Feet between Centres	Far Side	Feet between centres							
		1	2	3	4	5	6	7	8
1	200	43254	21627	14421	10816	8653	7280	6121	5406
2	104		10816	7211	5406	4325	3605	3090	2704
3	69			4807	3605	2884	2403	2080	1804
4	52				2704	2163	1803	1545	1352
5	42					1730	1403	1236	1081
6	35						1213	1040	909
7	30							835	773
8	26								676
		200	104	69	52	42	35	30	26

MRS. NAOMI TAMURA

Reg. No. 00217

CASE 182

SOURCES OF INFORMATION:

1. G.P.C. Hobbirk, City Assessor of the Corporation of the City of New Westminster. Location of property.
2. E. Stitt, Pacific Coast Packers, 2100 Waltham Avenue, Burnaby. Berry prices.
3. G. Anderson, longtime janitor at Queen Elizabeth School, Queensborough. Information as to extent of current planting in 1942.
4. E. P. Eines, Principal of Queen Elizabeth School, Queensborough. Information as to extent of current planting.
5. E. Marshall, 220 Johnston Street, Queensborough. Long time resident across the street from the current area. Information as to the extent of the planting.

murder
Ex 2

① wants info as to what
transpired under PC V

② what was paid by PCL
to Custodian.

sale made & to whom

why purchaser should
decide to subdivide &
abandon current buyer

IN THE MATTER OF THE "IMMIGRATION ACT"
PART I. REVISED STATUTES OF CANADA 1927. CHAPTER 22.

JAPANESE PROPERTY CLAIMS COMMISSION.

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

Vancouver, B. C.,
February 25th, 1948.

IN THE MATTER OF THE CLAIM OF
(MRS.) NASH TAIHAKA.

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.A. HUNTER, Esq.,

appearing for the
Dominion Government.

J.A. MacLENNAN, Esq.,

appearing for the
Claimant.

A. WATSON, Esq.,

Secretary.

G.E.R. UPTON, Esq.,

Official Interpreter.

T.P. HARRISON, Esq.,

Official Reporter.

H. Taimaka,
Commissioner,
in Chief.

MR. MacLENNAN: My lord, I would like to proceed with the case of Hro. Taimaka, No. 23 on the list. I would like to ask your Lordship's leave to amend the claim by showing the value of the land and buildings at \$15,000.00, but acknowledging \$3000.00 from the Commission, leaving the net claim at \$15,000.00. That would be striking out the crops.

THE COMMISSIONER: Striking out the crops.

MR. MacLENNAN: Yes, my lord.

10 THE COMMISSIONER: All right.

[HRO.] HRO. TAIMAKA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. MacLENNAN:

Q You are the father of Hideo Taimaka, the previous witness? At Yes.

Q And he gave me instructions in your presence, or at least he gave Mr. Leckie instructions in your presence for a presentation of your claim for real estate.

20 You talked over the preparation of this claim with counsel, did you? At Yes.

Q And you instructed the claim to be prepared?

A Yes.

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

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

A Yes.

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

3
H. Vainaka,
In Chief.

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

(STATEMENT MARKED EXHIBIT NO. 1).

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

A Yes.

Q That was with your authority, was it?

A Yes.

10 MR. MACLENNAN: My lord, I tender that agreement dated
the 11th of April, 1942, made between Hideo Vainaka
and Yumetaro Vainaka of the first part, and the
Pacific Co-operative Union of the second part.

THE COMMISSIONER: What is the significance of it?

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

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

MR. MACLENNAN: There is no indication, my lord.

30 My lord, in connection with the claim for real
estate, I would like to mention and stress one or
two of the matters that this witness has set forth.

H. Tinsdale,
InChief.

One of her complaints is that the Custodian fails to mention the house and the bathhouse on his valuation and sets out no values with respect to these, and he doesn't mention either that the property is supplied with running water from the city mains and that this claimant shortly before evacuation, when she purchased the property, about a year or two before evacuation, she purchased it in 1939, the land was very soggy, and that she employed 20 men with horses to clear this $1\frac{1}{2}$ acre tract and she put in sixteen lines of ditches to drain the water, each three feet wide and four feet deep and approximately 600 feet long. The estimated cost of doing that was \$290.00 on acre, making a total expenditure on her half of approximately \$1,200.00. Then, my lord, she deals with the value of the black currants and the produce which will be valued possibly some time later on.

THE COMMISSIONER: Now, accepting your claimant's valuation of the cost of clearing and drainage, it shows that the land cost her in 1939 \$2,000.00.

MR. BUCKLEMAN: That is right, my lord.

THE COMMISSIONER: Have you any explanation of the claim now being made for \$10,000.00?

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

M. Fainaka,
Richardson.

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

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

MR. HUNTER: Yes, my lord. On July 6th, 1944, it was
sold. It was appraised on April 27th, 1944, for
\$200.00 per acre. The assessment for 1943 shows
land, \$3725.00, and no improvements, my lord.

THE COMMISSIONER: What was the assessed price?

MR. HUNTER: \$3725.00, my lord.

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

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

I would call your Lordship's attention to the fact
that in the lease which covered both the owned
and leased land \$5000.00, if upon a pro rata basis
would be pro rated on the 15 acres owned and the
17 1/2 acres leased.

15 acres 2,300
17 1/2 acres 2,700
5,000

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

THE COMMISSIONER: Thank you, Mrs. Fainaka.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. P. Harrobin
"J. P. HARROBIN"
Official Reporter.

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

JAPANESE PROPERTY CLAIMS COMMISSION

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

10

Vancouver, B. C.

June 22nd, 1949.

IN THE MATTER OF THE CLAIM OF
(MRS.) WASH TAYAKA

PROCEEDINGS AT HEARING CONTINUED.

APPEARANCES:

20 D. T. BRAIDWOOD, Esq., appearing for the Dominion
Government.
R. J. McMASTER, Esq., appearing for the Claimant.

A. WATSON, Esq., Secretary,
D. J. SAUNDERS, Esq., Official Reporter.

20

THE COMMISSIONER: What case are you proceeding with?

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

THE COMMISSIONER: What is that?

MR. McMASTER: Masu Tainaka.

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

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

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

MR. McMASTER: Masu.

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

THE COMMISSIONER: Very well.

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

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

10

THE COMMISSIONER: What exhibit number is the appraisal number?

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

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

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

20

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

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

THE COMMISSIONER: The document is marked Exhibit 2.

We will see what it says on the transcript.

This was heard February 25th.

MR. McMASTER: That is correct, my lord.

30

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

Discussion.
F.N. Clement,
In Chief.

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

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

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

MR. McMASTER: That will be Exhibit 3.

10 (APPRAISAL MARKED EXHIBIT No. 181/3)

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

THE COMMISSIONER: I see, yes.

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

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

20 DIRECT EXAMINATION BY MR. McMASTER:

Q I don't need to qualify him.

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

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

A That is correct.

Q Is this the report that you made?

30 A This is the report.

F.H. Clement,
In Chief.

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

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

MR. McMASTER: May I have exhibit 1.

THE COMMISSIONER: What is Exhibit 1?

MR. McMASTER: A statement by the claimant.

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

A Yes, I have seen this and read it.

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

A Correct.

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

A (Witness proceeds to read report)

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

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

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

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

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

A That is correct.

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

A We consider the calculation to be reasonable.

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

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

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

30 A At the time of the sale in 1944.

F.H. Clement,
In Chief.

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

A Two distinct manners.

Q If the plants have been cultivated for the two-year period prior to sale what value would you have put on them?

A From 90 cents to one-dollar.

Q Instead of 62 cents?

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

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

A Yes, that is correct.

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

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

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

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

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

F.H. Clement,
In Chief.
Gross-Exam.

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

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

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

18 THE COMMISSIONER: Very well.

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

A The sale of the plants? That is not

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

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

CROSS EXAMINATION BY MR. BRAIDWOOD:

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

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

30 Q You told my learned friend that there may have

F.H. Clement,
Cross-Exam.

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

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

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

A No, they would have been nursery plants.

Q That would have an effect in their value?

A Yes, considerable.

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

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

20

Q There is little machine work available?

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

Q There was no evidence to that effect?

A There was no machinery mentioned anywhere.

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

30

F.M. Clement,
Cross-Exam.

profitable one or not?

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

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

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

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

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

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

THE COMMISSIONER: I see.

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

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

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

F.N. Clement,
Crosbyman.

the current plants, then I am satisfied.

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

MR. BRAIDWOOD: Oh, yes.

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

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

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

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

MR. BRAIDWOOD: Just to clear up a point your lordship brought up about the value of the land.

20 The actual claim here is for so many current bushes at so much a plant. I take objection to my learned friend's statement that it is the value added to the property.

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

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

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

F.H. Clement,
Cross-Exam.

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

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

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

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

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

MR. McMASTER: My lord, I think Dean Clement has given evidence that shortly after the sale, or at least—yes, shortly after the sale the property had been subdivided and sold in various parcels. The property was sold on July 6th 1944, actually, and I think you have the information of some subsequent purchaser.

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

"We have been asked to submit certain reports covering a piece of land in the Queensborough area. The land is described on a 1942 tax notice as: Block 6p.1, Lot 757, Sub. Div. 23 Re: Sub. Spt. Roll No. 8073."

F.M. Clement,
Gross-Exec.

"The notice is addressed to Mass Tainaka. We understand that this property was on three sides bounded by Ryan Avenue, Johnston Street and Colbrath Street and on the north extending in the direction of Boyd Avenue.

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

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

CLEMENT CONSULTING SERVICES LTD.

JWA-bh

J. W. CLEMENT.

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

"Referring to your favor of the 31st ult., as far as the year 1942 is concerned your information is substantially accurate with Mass Tainaka as owner.

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

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

Trusting that this information will be of use to you. Yours truly, C.F.C. Hobbirk,
City Assessor.

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

P.M. Clement,
Cross-Exam.

A I would assume so.

Q And he has since died?

A Yes sir. Do you wish these?

MR. McMASTER: Thank you, Dean Clement.

(Witness aside)

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

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

THE COMMISSIONER: I do not feel that all the evidence has been put before me that could be of value.

10

I would like information as to what transpired under the terms of the lease to the Pacific Co-operative, and what sum of money was paid by the Co-operative to the Custodian to the account of the claimant for that year. You will notice that Exhibit 2 apparently contemplates a rental of \$5,000 for the year; the \$5,000 is recited as having been paid.

MR. McMASTER: That was paid, my lord. The balance of the money that was to be paid was never paid.

20

— at least, not completely paid. The Pacific Co-operative Union dropped out of the picture and the Custodian put this other tenant there.

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

30

MR. BRAIDWOOD: Yes, my lord.

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

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

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

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

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

could be.

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

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

Thank you, Dean Clement.

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

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

MR. BRAINWOOD: Thank you, my lord.

(PROCEEDINGS ADJOURNED SINE DIE)

I hereby certify the foregoing to
be a true and accurate report of
the said proceedings.
A. T. Anderson
Deputy Official Stenographer

CASE NO: 151

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927, CHAPTER 92.

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

10 (THE HONOURABLE MR. JUSTICE H. IL BIRD, COMMISSIONER.)

Vancouver, B.C.,

September 26th, 1949.

IN THE MATTER OF THE CLAIM OF
(MRS.) KAZU TAIHAKA.

PROCEEDINGS AT HEARING.

APPEARANCES:

D. T. B. BRAIDWOOD, Esq.,

appearing for the
Dominion Government.

R. J. McMASTER, Esq.,
A.G. VIRTUE, Esq.,

appearing for the
Claimant.

6

A. WATSON, Esq.,

Secretary.

MRS. R. BIRCH,

Official Reporter.

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

THE COMMISSIONER: What was the nature of the property?

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

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

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

Discussion.

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

10 THE COMMISSIONER: In which year did they operate it?

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

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

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

"The farm labour expense as shown on Schedule 'B' shows a disbursement of \$4,443.62. As vouchers for this sum we have examined payroll sheets supposedly signed by the employees engaged on this work. We are not satisfied that the signatures shown as being the recipients are those of the payee. Mr. J. P. Hansen, your employee in charge of this operation, informs us that other than the payee signed as the payee.
30 We are of the opinion that this procedure is highly

Discussion.
R. Alstead,
in Chief.

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

But I do not object to him filing the document.

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

THE COMMISSIONER: All right, I will receive it.

10 What is that last figure there?— the loss incurred.

MR. BRAIDWOOD: \$2,052.92.

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

(REPORT MARKED EXHIBIT No. 181-5.)

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

20

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

MR. McMASTER: Yes, my lord.

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

DIRECT EXAMINATION BY MR. BRAIDWOOD:

Q What is your occupation, Mr. Alstead?

A I am a real estate agent.

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

25
R. Alstead,
In Chief.

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

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

A Nine years approximately.

Q What has been your experience in appraising property?

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

10 Q How long have you been appraising properties?

A On and off, 11 years.

Q Where?

A In the Fraser

Valley.

Q Have you any idea how many appraisals you have made in that time?

A Several hundred.

A, I would say

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

A Both.

20 Q Have you done many farm properties?

A Yes.

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

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

Q I understand you were employed by the Guardian to make an appraisal of the Tanaka property, is that correct?

A, That is correct.

Q When was that appraisal made?

30 A In April, 1945, approximately -- I think it was April, 1945.

R. A. Stood,
In Chief.

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

MR. BRADWOOD: Q: Did you make the appraisal on April 27th, 1944?

A: I did.

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

Q Where was the property located?

A At the corner of Even Avenue and Johnson Street.

THE COMMISSIONER: Will you speak up, please.

A The corner of Iron Avenue and Johnson Street.

18 MR. BRAIDWOOD: Q: Now, we are not particularly inter-
ested in the values you put on it as such-- that is
the real property or the buildings on it. What we
are interested in is your turning your attention
to the amount of the crop or the bushes that were
grown on that property. Will you tell his lordship
what you observed as to current bushes on the pro-
perty.

was mostly in current bushes, and they were of very poor quality, I must say. They were more or less overgrown and it was pretty hard to tell which bushes were worth considering at all. A good many of them had gone back to wood -- sort of. There was a very little amount of foliage on them and they seemed to have been neglected and were practically of no value at all.

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

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

50 Q Had you had any previous experience with current

20
R. Alstead,
In Chief.

bushes?

As in a general sort of way, with other farms that I had appraised and sold and handled there were current bushes on the property.

Q Have you ever cultivated or grown any current bushes yourself?

A Yes, we had some-- in my younger days we had a fruit farm in the Slocan District and I had quite a considerable experience with small fruits.

10 Q Have you grown any current on your own property?

A No more than a few bushes.

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

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

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

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

Q But you are familiar with the property?

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

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

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

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

A I think it is beyond reason.

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

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

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

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

20 Q All right.

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

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

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

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

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

A That was dealt with by Mr. Bowden.

CROSS-EXAMINATION BY MR. McMASTER:

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

A No, I made it myself.

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

A Well, just as I mentioned.

Q Can you recall what that value was?

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

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

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

Q Was it sour when you were on the property?

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

Q The soil was mildewed?

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

Q Did you make any soil test?

A No.

Q That is in just from your general observation?

30 A Yes.

Q Did you observe any drainage on the property?

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

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

A Yes, I would.

Q Were these bushes diseased in any manner?

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

Q How close?
touching.

A: They were

Q You mean the outside branches were touching?

A Yes.

Q And about how far apart were they?

20 A Oh, about a yard or so.

Q You don't know very accurately?

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

Q And what weeds did you observe had grown up around them?

A: Well, just bracken and stuff and small ferns --

Q And was that quite high at the time you made your appraisal?

A: It was half the height of the bushes.

30 Q At the time you made your appraisal?

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

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

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

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

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

Q Was it your opinion that these bushes were through producing?

A: Yes, I think they were. I would say they were practically through producing.

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

A It is possible.

Q And that some berries have been taken off them in the last year.

20 A: Yes -- well, I know that last summer there were very, very few berries taken off -- or, at least that summer that I was there.

Q Were you back to the property that summer?

A Well, two or three months later.

Q What were you back to the property for?

A I beg your pardon?

Q What did you go back to the property for?

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

30 Q Just in going up and down the road?

28
M. Alstead,
Crown-Room.

W. D. Bowden,
In Chief.

A Yes.

Q That would be from your observation?

A Yes.

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

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

Q Well, did you expect to find leaves on current buds in April?

A: At that time, yes, they were breaking out. You could tell if they were young, fresh leaves.

Q How much was in leaf at that time?

10 A Well, half the bush approximately.

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

A There were no berries on them then.

Q That is all.

MR. BRAIDWOOD: No re-examination.

THE COMMISSIONER: Thank you, Mr. Alstead.

(Witness aside)

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

20

DIRECT EXAMINATION BY MR. BRAIDWOOD:

Q Mr. Bowden, what is your occupation?

A Real estate agent.

Q In what company?

A: I am doing business for myself at the present time.

Q You were formerly with the Westminster Trust Company, is that right?

A: That is right.

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

30 A Yes.

Q Do you know the Tainaka property personally?

A Yes.

Q Were you on it?

A: Not in recent

years.

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

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

Q Would you have any information— or rather, I will put it this way: Do you know anything about current bushes?

A: Not a great deal,

10 I am afraid.

Q Have you any knowledge whatsoever of them?

A Not

Q What did you observe as to current bushes on the Tainaka property when you went on in the spring of 1944?

A: Well, there were

a considerable number of current bushes.

Q Did you make any observation as to what condition they were in?

A: Oh, the bushes

were thick and heavily overgrown with weeds and

20 an accumulation of dead leaves. Apparently they needed considerable cultivating to bring them back again.

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

A No, I don't think so.

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

A Yes, my lord.

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

30 A It was leased by the Westminster Trust Company.

W. D. Brown,
In Chief.

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

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

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

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

MR. BRAIDWOOD: Q: In your dealing with the prop-
erty concerned in this claim, do you know of your own
personal knowledge whether or not the condition of
the current bushes, as reported to you, had any effect
upon your dealings with this property?

20 THE COMMISSIONER: Any what?

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

THE COMMISSIONER: The question is not clear to me. Perhaps
it is to the witness.

MR. BRAIDWOOD: I will word it differently:

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

A Not on this property.

W. B. Haden,
Cross-Exam.
F. M. Clement,
Recalled in rebuttal

CROSS-EXAMINATION BY MR. McMASTER:

Q Witness, I unde retard you to say you have no knowledge of current bushes yourself-- that is, to recognize them?

A Nothing, other than the average person.

Q All right, that is all, thanks.

(Witness aside).

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

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

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

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

MR. McMASTER: Yes, he has.

THE COMMISSIONER: And you have been already sworn?

THE WITNESS: Yes.

SO DIRECT EXAMINATION BY MR. McMASTER:

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

A That is correct.

Q And since that time you have been back to the property?

A That is correct.

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

F.M. Clement,
Called in
Rebuttal.

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

THE COMMISSIONER: I do not quite follow you.

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

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

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

MR. McMASTER: Q: And there are still some currant bushes on the property despite the subdivision that has taken place?

A: Yes. Very

few of the places have currant bushes on them and in other places they have been removed completely.

20 Q And how much remain?

A: I assume 25%.

F.M. Clement,
Called in
Rebuttal.

Q And would these appear to be the bushes that were there in 1944?

A: Undoubtedly they

were the same as in 1944.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 A You showed me that memorandum and in order to check up on it I went to the Encyclopedia. The current bushes are planted all the way from 3 x 6 to 3 x 3 and there are 44 square feet per bush, and they are planted just about the right distance for biggest vigour and growth that you can get in that soil.

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

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

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

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

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

MR. McMASTER: Your witness.

THE COMMISSIONER: Just one question, Dean Clement:

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

10

CROSS/Examination BY MR. BRAIDWOOD:

Q When was the first time you were on the property, Dean Clement?

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

20

Q So if Mr. Alstead says he saw certain things on the property in 1942 when the appraisal was made, you would not be able to say if those things were there or not?

A: Well, I don't recall he said certain things were on the property.

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

A No, not entirely conjecture.

30

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

F.H. Clement,
 Rebuttal,
 Cross-Exam.

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

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

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

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

10

A Well, he said on April 27th.

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

A No.

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

A About that.

Q Which now has currant bushes on it?

A That is true.

20

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

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

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

A I would say so from my examination of them.

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

A Undoubtedly.

30

Q Why do you say that?

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

Q What record is that? A: The Claim-
ant's.

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

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

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

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

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

A It could have been.

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

A I have no information.

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

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

Q And that requires considerable effort, does it?

F.H. Clement,
Rebuttal,
Cross-Exam.

A Yes.

Q The bush has to be pruned down and treated in some way?

A: It means a

certain amount of cultivation.

Q And when rust and mildew sets in, can it be brought back?

A: Well, rust and

mildew -- the main problem on this property is the long years of neglect, but as I think I have stated before it has little or no value except that neighbors in the community could come in and gather a few currants.

10

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

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

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

20

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

30

to me, that was an anticipated payment.

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

THE COMMISSIONER: It is an advance payment?

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

THE COMMISSIONER: Have you looked at this memorandum from the Pacific Co-Operative? You might let him see it, Mr. Braidwood. You will notice under the heading of Tainaka they show the produce returns of \$651.00, and then there are certain expense items, and I conclude the \$5,000.00 is an advance payment.

10

A Yes.

Q Does a return of \$6,159.00 from that property strike you as a reasonable return?

A I would consider it a very fair return.

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

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

Q But take that figure of \$6100.00 -- is that reasonable?

A: I should think so.

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

A That is correct.

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

planted there, is that a fair return on that property
for one year?
low.

A: It seems very

Q It seems low?

A: It seems very

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

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

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

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

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

46
F. H. Clement,
Rebuttal,
Cross-Exam.

That would be \$12,000.00. That would be my valuation
on the basis of my general belief of ^{what} the property
was in April.

Q At the time the claimants left it?

A Yes.

Q What is the life of a currant bush under good con-
ditions?

A: Well, they live
upto 20 or 30 years. Good farmers begining to replace
them in ten years - just to keep their plants growing,
and with good care they last a good many years.

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THE COMMISSIONER: Now, do either counsel wish to pursue
the subject I have taken up with the Deant?

MR. BRAIDWOOD: No.

(Witness aside.)

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

MR. BRAIDWOOD: Yes.

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

MR. BRAIDWOOD: We have about eighteen cases.

20

(PROCEEDINGS ADJOURNED)

I hereby certify the foregoing to
be a true and accurate report of
the said *Rebuttal*
Deputy Official Stenographer

30

Name of Claimant **TATIANA, Waga**
 Custodian File **8977**

Case **181**

<u>REAL PROPERTY</u>									
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices % of Amount Total	
		3000	300	1500 12.50		+ SPECIAL \$2000.00			2000.00 462.50
<u>PERSONAL PROPERTY</u>									
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		
<u>NETS</u>									
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
<u>MISCELLANEOUS CHATTELS</u>									
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		
TOTAL RECOMMENDATION									2462.50

CLAIM NO. 181 - TAINAKA MRS. MASU

This claim relates to lands comprising approximately 15 acres situate near New Westminster, upon which at the date of evacuation the claimant operated a black current plantation.

The evidence shows that the land uncleared was bought by the claimant in 1939 at a cost of \$1200.00, was cleared, ditched and drained at a cost of \$4200.00, and that subsequently he planted 27,000 two year old black current bushes, presumably on this land and upon land adjoining held under lease by the claimant, which is not the subject of claim. These bushes are said to have cost \$10,530.00.

The 15 acre parcel was assessed in 1943 at \$3715.00, no assessment having been made in respect of improvements.

Prior to evacuation the claimant leased the 15 acre parcel, and the leasehold of 17½ acres adjoining, to the Pacific Co-Operative Union, for a term of one year at a rental of \$5000.00, which rental I assume represents an approximate rental of \$2200.00 for the 15 acre parcel under review.

A Chartered Accountant's report furnished to the Pacific Co-Operative Union on the year's operation shows that a gross revenue was realized from the 1942 crop, taken from the leasehold as well as the 15 acre parcel, of \$6,152.07, from which a net revenue (exclusive of rental before mentioned) of \$2947.08 was realized. The latter figure represents an approximate net revenue for the 15 acre parcel of \$1300.00 (exclusive of rental).

The Custodian leased the 15 acre parcel for the year 1943 to one Hansen for \$750.00, with a right of renewal. This rental was adjusted in 1944 at \$1050.00 for the two years, or \$525.00 per year.

The land was appraised in 1944 by an Appraiser appointed by the Custodian at the sum of \$2970.00, i.e., \$200.00 per acre. The Appraiser, however, made no allowance for the black currant plantation, and when testifying before me stated that the currant bushes had so deteriorated through lack of care as to be valueless in his opinion.

Subsequently the land was sold by the Custodian during 1944, for the sum of \$3000.00.

Dean Clement made an appraisal of this property in 1949, related to its condition in 1944, wherein he finds that the value of the land with black currant plantation, adequately cultivated, had a value at the date of sale of \$11,420.14 made up as follows:

13,597 bushes at 62¢	-	\$8450.14
14.7 acres land at \$200. per acre	2970.00	
Packing sheds	-	20.00
		<u>\$11,420.14</u>

This witness tests the valuation so made by calculating the market value from the rental realized, taking into account the rental paid as shown above, for the three year period, being a total rent of \$3350.00, or \$1100.00 per annum. He discounts this rental to a figure of \$800.00 per year over a 20 year period, or an aggregate rental of \$16,000.00, from which revenue he estimates the market value of the property at 80 per cent. of the revenue, or \$12,800.00.

It is apparent that the currant plantation was permitted to deteriorate by the tenants in occupation during the 3 year period, 1942 to 1944 inclusive. Even so, the evidence of Dean Clement satisfies me that failure adequately to cultivate over a 3 year period would not result in a total loss of the plants, which in 1944 were 5 year old plants, and therefore under adequate cultivation should have been worth not less than double the value of the same plants in 1942.

The rental and revenue figures which were realized in the years 1942 to 1944 inclusive in my judgment establish conclusively that this parcel of land as at the date of the claimant's evacuation had a market value very substantially in excess of the mere land value, arising from its development as a black currant plantation.

Since the terms of reference directed to me require that the fair market value of property sold by the Custodian shall be determined as at the date of sale - in this instance the fall of 1944 - I conclude that the deterioration of the plantation before mentioned, which undoubtedly appreciably reduced the market value of the property, may not be taken into consideration. I therefore approach the question of determining fair market value of the property from the condition in which it was in 1944.

I consider that the evidence establishes that the black currant plantation had a considerable value in 1944 notwithstanding the deterioration that had occurred up to that time. I estimate the value of the plantation, considered apart from the mere land value, was then \$2000.00.

I therefore recommend payment to the claimant of the sum of \$2000.00.



Commissioner.

October 28th 1949.