Name of Claimant TAINAKA, Yonetaro Case 180

Custodian File 7718

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			Total
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices: % of Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
		2325	232.50	145.00							377.50

PERSONAL PROPERTY

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

NETS

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

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
89.50	16.25	4.87	18.15%	365.83 Lost 130.00	89.99	30.00	3.60	98.46

TOTAL RECOMMENDATION	475.96

CASE NO: 180

JAPANESE PROPERTY CLAIMS COMMISSION.

Vernon, B. C.,

February 20th, 1948.

IN THE MATTER OF THE CLAIM OF

YONETARO TAINAKA.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 180.

IN THE MATTER OF THE "INQUIRIES ACT"

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

Vernon, B. C.,

February 20th, 1948.

IN THE MATTER OF THE CLAIM OF

YONETARO TAINAKA.

PROCEEDINGS AT HEARING.

APPEARANCES:

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

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

MR. McMASTER: With respect to Nos. 20 and 21, which are on the list of Cases for today, but which I expect to present or have presented on Monday, my lord, I would like some direction on this point; in considering this matter a problem has arisen and I am not sure as to whether there is anything we can do about it having regard to the ruling your Lordship made in Vancouver.

Very briefly the situation is this: Mrs. Tainaka owned a piece of real estate on Lulu Island prior to her evacuation on which she and her husband grew a quantity of currants, I believe, or some kind of small fruit. Mr. Tainaka had had for a number of years a lease on another piece of property from the Westminster Trust. All he had was the leasehold, but on that property he also grew currants. In 1942, when they were evacuated, they entered into an agreement with the Pacific Co-Op Union, whereunder the Co-Operative Association agreed to take off the crop from both the freehold and the leasehold property and to pay Mr. and Mrs. Tainaka the sum of $5000.00. It was recited im the agreement that both parties estimated that the crop would be worth $10,000.00 and that the cost of taking the crop off and cultivating, I think, would be $4000.00, if I remember correctly, and they were to get $5000.00. Now that agreement was to continue indefinitely, subject only to re-negotiation of the amount to be paid to the Tainakas each year. The agreement carried on, apparently, for the first year and then

there is no indication in the Custodian's file which I have seen as to what happened to that agreement, and the following year apparently the Custodian made some different arrangement for the rental of Mrs. Tainaka's freehold land.

THE COMMISSIONER: The Custodian's lease being made with the same parties?

MR. McMASTER: No, my lord, somebody else. Now, I don't know what happened. Perhaps the Co-Operative Union backed out of the transaction but there is no indication in the file, and I can understand it because there was no notice of this in the claim, as to what happened to the leasehold property.

Now it appears to me if in 1942 the leasehold property and the freehold property were capable of producing crops in the amount of $10,000.00, there must be some explanation as to what happened in 1943, and as to why the leasehold property was left to fall out of the picture, if that is what did happen. Now, I appreciate the fact that leasehold property is real property and not a chattel and we can't come under Section 2 very well of the Order-in-Council, yet, on the other hand, this is a rather substantial matter. There may be a perfectly reasonable explanation of it, but on the other hand it may just be that in the pressure of work in the Custodian's office that the matter was overlooked, and, if so, it might be a matter that while perhaps not coming within the terms of reference with respect to which some recommendation might be made.

THE COMMISSIONER: I wonder if it would not be better to ask the Custodian to endeavour to find out what did transpire before we attempt to deal with it at all.

MR. McMASTER: Yes, I think that would be desirable, my lord.

THE COMMISSIONER: It can be spoken to next week. Does that suggestion meet with your approval, Mr. Hunter?

MR. HUNTER: We will be glad to find out anything we can, my lord. I still don't think it is within the terms of reference.

THE COMMISSIONER: Nor do I.

MR. McMASTER: Nor do I.

THE COMMISSIONER: But perhaps this is a matter upon which I might report to Ottawa, even though it is beyond the terms of reference.

MR. McMASTER: Very well, my lord.

THE COMMISSIONER: So if Mr. Shears, then, would endeavour to get the information, say, by Tuesday, if at all possible.

MR. HUNTER: Yes, my lord.

(PROCEEDINGS ADJOURNED SINE DIE)

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

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

Vernon, B. C.,

February 25th, 1948.

(PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

MR. MacLENNAN: My lord, I would like to proceed with Yonetaro Tainaka. It is No. 21 on the list, I understand.

THE COMMISSIONER: Yes.

MR. MacLENNAN: I will call Mr. Yonetaro Tainaka. My lord, the claimant in this case is a very elderly gentleman and I am instructed hardly capable of giving evidence except to verify the instructions which were given by his son in my presence. His son is here to give evidence on his behalf.

THE COMMISSIONER: Very well.

YONETARO TAINAKA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

MR. MacLENNAN: My lord, I would ask leave to amend the claim. In the form in which it was filed it is quite incomprehensible, and I have prepared and handed to the Custodian, also, a statement of the amended claim. It goes over to the back of that claim for the personal chattels.

Mr. Interpreter, would you tell this witness that his son will be giving the evidence, but I want him to verify these documents?

(Interpreted).

DIRECT EXAMINATION BY MR. MacLENNAN:

Q Now your son, in your presence, gave me certain

instructions about the real property claim?

A Yes.

Q And the information which was given is true to the best of your knowledge, information and belief?

A Yes.

Q Would you sign this form, then, in verification of the truth? A: (Witness complies).

MR. MacLENNAN: I tender that, my lord, the real estate other than farm property, as Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1).

Q Mr. Tainaka, you gave certain information through your son to Mr. Leckie, did you, in connection with your chattels? A: Yes.

Q And the information given was correct and true, as far as you know? A: Yes.

Q Would you sign this document in verification of the truth? A: (Witness complies).

MR. MacLENNAN: My lord, I will file the chattel claim as Exhibit 2.

(STATEMENT MARKED EXHIBIT NO. 2).

MR. MacLENNAN: All right.

(Witness aside)

HIDEO TAINAKA, a witness called on behalf of the claimant, being first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. MacLENNAN:

Q Mr. Tainaka, you are claiming certain amounts in connection with the real estate. Your father had a large number of lots. Where were those lots?

A It was on Fenton Street.

Q Fenton Street, New Westminster?

A New Westminster.

Q Which was in the city of New Westminster?

A Yes.

Q Where is it in relation to Lulu Island?

A It is the eastern tip of Lulu Island.

Q Yes. Those properties were never under cultivation; it is not a farm property?

A No.

MR. MacLENNAN: Now, my lord, in connection with the real estate claim, the remarks which I would like to draw to your Lordship's attention is that the properties were sold by the Custodian considerably below the assessed value. That is all I want to say about the real estate at this time, my lord. In most of the cases the properties were sold at less than half the assessed value.

THE COMMISSIONER: Do you show the assessed value on this Exhibit 1?

MR. MacLENNAN: The apartment building is assessed at $120.00 for land, and $2280.00 for improvements. In other words, it is assessed at $2400.00. It was sold for $600.00. Apparently that doesn't appear yet, it appears on the amended claim form, my lord, as to what that property sold for.

Q Now, Mr. Tainaka, on the back of the form which your father completed, Exhibit 1, there is a certain leasehold claim. Your father is claiming in connection with the value of currant bushes and rhubarb plants? A: Yes.

Q Just tell his Lordship, briefly, what the situation

was. You were renting some property from the Westminster Trust Company, were you?

A We leased it for four years.

Q You had a four year lease from December 15th, 1941, is that right? A: Yes.

Q For four years? A: Yes, sir.

Q Is this the lease?

A Yes.

Q Westminster Trust Company to Hideo Tainaka and Yonetaro Tainaka, that is your father?

A Yes.

Q And Pacific Co-Operative Union?

A Yes.

MR. MacLENNAN: I tender that as Exhibit 3.

(LEASE MARKED EXHIBIT NO. 3).

THE COMMISSIONER: Q: What acreage is there in this leasehold? A: 22½ acres.

Q And where was it situated?

A It is on Wood Street and Boyd Street.

Q Wood and Boyd? A: Yes.

MR. HUNTER: My lord, at this stage I would like to raise a preliminary objection. I do submit that a lease is not within the terms of reference. I don't know on what grounds my friend brings it within the terms of reference. The lease was not sold and it is my submission it is not personal property which was lost, destroyed or stolen, and if your Lordship would wish to go on, we have an enormous file of correspondence on it and we would be able to show eventually that there was no damage

w which ensued in any way. I hate to go through this claim which is going to take some hours either now or later if it is not within the terms of reference.

THE COMMISSIONER: Well, shortly, you say that the lease was not sold by the Custodian. The plants that are claimed, I presume you would contend are part of the freehold.

MR. HUNTER: Yes, my lord.

THE COMMISSIONER: Consequently a claim cannot be brought within either branch of the terms of reference.

MR. HUNTER: That is my submission, my lord.

THE COMMISSIONER: Well, Mr. MacLennan?

MR. MacLENNAN: My lord, I would say in connection with the freehold, when a man owns his own property for the purpose of this Commission, currant bushes and rhubarb are regarded as adding value to the land; therefore they are not dealt with separately. But under a lease where a person spends thousands of dollars to put in currant bushes, that lease is only going to expire in four years--on page 4 of the lease there is a clause that these claimants here will not remove the currant bushes or the rhubarb, which is during the currency of the lease, and the inference is, and I think that is the only interpretation of that document, that after the lease expires, they may. Now, those currant bushes and rhubarb should have been removed, in my submission, by the Custodian when he surrendered the lease. He surrendered the lease voluntarily without

any real consideration -- the story in connection with the lease is on the back of Exhibit 1 -- and my submission is that the Custodian ought then to have stepped into the picture and sold these bushes and these rhubarb roots separately because they belonged to the claimants.

THE COMMISSIONER: Yes, but considering the terms of reference, under what head am I authorized to deal with a claim of this nature?

MR. MacLENNAN: Then I would say they were a personalty and they have been lost or destroyed.

THE COMMISSIONER: You are jumping a big hurdle, Mr. MacLennan. How do you establish that they are personalty?

MR. MacLENNAN: Because, my lord, under the terms of the lease they may remove them at the end of the term. It is not said so in so many words, it is in the second last paragraph of page 4 of the lease. There is a provision that the lessees will not remove the currant bushes but there is nothing there to the effect that they become the property of the lessor, and that document ceases when the lease ceases, so that means that the claimants will not remove the bushes and the rhubarb during the currency of the lease.

THE COMMISSIONER: The provision that you refer to hardly supports your argument, does it, because it contains this language, "The lessees further covenant and agree with the lessor that they, the said lessees, will not at any time remove from off the said lands,

or destroy, any raspberry canes, currant bushes . . .", etc.

MR. MacLENNAN: Yes, my lord. That must mean, in my submission, "At any time during the currency of the lease", because that speaks only for the duration.

THE COMMISSIONER: What right do they have to remove these plantings at a date subsequent to the termination of the lease?

MR. MacLENNAN: Well then, the lease would no longer be in effect and they wouldn't be bound by it. In a lease where the lessor is to acquire something that has been put in by the lessee, there is always invariably, I would submit, a clause to the effect that certain things shall then become the property of the lessor. There is nothing in that document.

THE COMMISSIONER: Yes, but this goes no farther than this: It is a prohibition against removal of the plants that are put in there. Now, assuming that you are right, that this is limited to removal during the term of the lease, wherein do you find any right for the Custodian to go on the land after termination of the lease and remove those plants?

MR. MacLENNAN: My lord, he surrendered the lease before the term was up. He surrendered when it still had ten months to go. It was quite within his right, and, I think, I would submit, would suggest, duty to say to the lessor, "Well, I am going to surrender this lease but I am not going to deliver it to you until I get these things removed because they belong to the claimant".

THE COMMISSIONER: I am afraid I am against you on that, Mr. MacLennan. In my opinion, these plants that were put on this property by the claimant immediately became part of the freehold when planted, and in the absence of any provision in the lease giving a right of removal, it would necessarily follow that they remained part of the freehold. Not only is there no such provision in the lease, but there is an express prohibition against removal.

MR. MacLENNAN: Which, I submit, my lord, is during the currency of the lease.

THE COMMISSIONER: Well, even so, it wouldn't be necessary to incorporate a provision of that kind speaking as of a time subsequent to the termination of the lease.

I am afraid that if you desire to pursue this claim, you will have to make application to Ottawa to broaden the terms of reference to cover the situation. I don't think I have any jurisdiction to entertain the claim.

MR. MacLENNAN: My lord, there is an alternative submission I would like to make in that connection in view of your Lordship's ruling.

THE COMMISSIONER: Yes.

MR. MacLENNAN : That a leasehold, as far as I understand, is personalty like a mortgage is personalty. I think all leaseholds are regarded as personalty. Then, my lord, if that is so, the Custodian, according to the claimant's statement set out in Exhibit 1, carried on this lease following two years

for 1942, for 1943, and 1944, received $525.00 in connection with this and another property. Then with this lease of December 15th, 1941, which still had ten months to go, voluntarily surrendered the lease to the Westminster Trust Company. Why, we don't know. I submit, my lord, then, that that is something which has been lost; if that leasehold is a personalty, it has been surrendered and lost.

THE COMMISSIONER: Well I am not at all satisfied that the leasehold is to be considered as personalty, in the light of the terms of reference, but even though it be held that the leasehold was personalty nevertheless it cannot be said that there was a loss of the leasehold in the interpretation of the language that has been used in the second branch of the terms of reference. It might well be, assuming that your contention is correct, that there could be a claim against the Custodian for breach of duty in the fact that he surrendered the lease in disregard of the claimant's rights under it. But there again I have no jurisdiction to consider such a claim.

Now, I am afraid that you are out on both grounds, Mr. MacLennan. I will have to hold that a claim by this claimant in relation to the plants planted on this leasehold property does not fall within the terms of the reference to me.

MR. MacLENNAN: My lord, should further circumstances come to light -- there are some of the documents we have not seen yet in the Custodian's file;

the Custodian himself hasn't seen them; there is another lease missing -- should other circumstances come to light which might justify a further application to your Lordship --

THE COMMISSIONER: I will be glad to hear from you again if there is any change in the situation as you are instructed now.

MR. MacLENNAN: Thank you, my lord.

Q Mr. Tainaka, you have a book there, have you?

A Yes.

Q That is a record of the costs of the real estate, is it? A: Yes.

Q The real estate part of your claim? What moneys were spent on it?

A Yes.

Q When was that record made up?

A Made out just before this case.

Q Yes. Who made it up? A: I did.

Q Did you have some documents to assist you, documents of purchase, and so on? A: Yes.

Q And those valuations which you have, according to that record, have been carried on in that form which was completed? A: Yes.

MR. MacLENNAN: My lord, in connection with the chattel claim, I think the form that has been filed covers that aspect.

THE COMMISSIONER: Well then, in view of the ruling now made, the claim as presented will be for real estate, $4515.00 and for chattels, $308.90, is that correct?

MR. MacLENNAN: That is correct, my lord.

MR. HUNTER: You are not putting in that book?

MR. MacLENNAN: No.

THE COMMISSIONER: I take it that the book to which the witness has referred contains entries which you have translated into the documents filed as Exhibit 1.

MR. MacLENNAN: That is right, my lord, and I merely produced it in case my friend wondered how we got those figures.

THE COMMISSIONER: Yes.

MR. HUNTER: My lord, it is submitted that the real properties were sold for their fair market value. In order that my friend may not be taken by surprise, we shall endeavour to show later that the majority of these buildings were condemned as unfit for human habitation and had to be razed. We shall further show that they were placarded as unfit for human habitation and that we could not obtain tenants. That will be proven by the people who gave the notice and by other witnesses. I am stating it at this point not as a statement of fact but merely to give my friend notice that we intend to endeavour to show that situation.

MR. MacLENNAN: I appreciate my friend doing that, my lord, but I think, on behalf of the claimant himself, it would only be fair to say that we already have that information and the claim was compiled in view of those circumstances.

MR. HUNTER: At this point, my lord, I see no purpose in

putting in the appraisals. The appraisers will be called later and will have to justify their appraisals.

THE COMMISSIONER: You have had an opportunity to examine the appraisals, Mr. MacLennan?

MR. MacLENNAN: I have, my lord.

MR. HUNTER: I have some photographs I should like to put in. I would like the witness to identify them, my lord.

THE COMMISSIONER: All right.

MR. HUNTER: Insofar as the chattel property is concerned, it is submitted that those chattels which were sold were sold for their fair market value. Possibly for your Lordship's information at this t time, I should, in the order im which the claim is made on Exhibit 1, give you the prices, the valuations and the prices at which they were sold.

The first one on my friend's exhibit, No. 1, refers to Lots 35 and 37. The appraisal, the original appraisal for these two properties, was $500.00 each, a total of $1000.00. There was a subsequent appraisal in 1946 which reduced one of the lots to $300.00 and the other remained at $500.00, making a total of $800.00.

THE COMMISSIONER: Yes, and the selling price?

MR. HUNTER: They were sold for $800.00, my lord, the 10th of August, 1946.

The assessed value of Lot 35 was $210.00, and of Lot 37 was $210.00.

MR. MacLENNAN: That is just the land, I take it.

MR. HUNTER: I will have to check that, the improvements were not assessed so that is just for the land, no improvements are assessed, my lord.

CROSS-EXAMINATION BY MR. HUNTER:

Q Would you identify that photograph, witness?

A Yes.

Q What is it? A: Greenhouse.

Q Where is it? A: It is on Lot 35.

Q That is on Lot 35, is it? A: Yes.

MR. HUNTER: I put that in as an exhibit.

(PHOTOGRAPH MARKED EXHIBIT NO. 4).

MR. HUNTER: That was the lot which was reduced from $500.00 to $300.00, as the appraiser says, because of extensive damage to the greenhouse.

Q And what is that building?

A This is storage and we used that for forcing rhubarb in winter time.

Q Yes; and where is that?

A It is on Lot 37.

MR. HUNTER: I file that, my lord,

(PHOTOGRAPH MARKED EXHIBIT NO. 5).

MR. HUNTER: The next one that they have listed is Lot 36, my lord.

THE COMMISSIONER: Yes.

MR. HUNTER: That was appraised at $450.00 and it was sold for $450.00. It was assessed at $210.00. I believe that one is vacant land, isn't it?

MR. MacLENNAN: There was astorage house on it, cost $800.00 in 1938.

It mentions no improvements so I presume it is just for the land.

The next I have is the North Half of Lot 38, my lord. It was appraised on the 27th of April, '44, for $400.00, sold on the 31st of July, '46, for $125.00.

THE COMMISSIONER: $125.00.

MR. HUNTER: $125.00. The assessed value was $120.00 for the land and $125.00 for the improvements. It was sold on the 31st of July, '46, for $125.00.

Q Would you identify that photograph, witness, please?

A Yes.

Q Where is that? A: That is on the north half of Lot 38.

Q North half of Lot 38. What was that?

A That was a house and basement and there is a storage at the back.

MR. HUNTER: I file that, my lord. That was one of the houses which was condemned.

(PHOTOGRAPH MARKED EXHIBIT NO. 6).

MR. HUNTER: The next two are grouped together in our folder, my lord. The two that are grouped together are the south half of Lot 38 and the south half of Lot 39, my lord. I will try and separate them for you.

THE COMMISSIONER: The south half of the two lots, is it?

MR. HUNTER: That is the way it is grouped here, my lord, but it is not so on Exhibit 1. I am sorry, I think that is a mistake; I think they are grouped just the way they are here, my lord, the south half of

38 and the north half of 39.

THE COMMISSIONER: I see.

MR. HUNTER: The former is appraised at $100.00 and was sold for $700.00. I beg your pardon, my lord, the last one was $800.00, not $600.00. The assessed value -- the former, land, $240.00, improvements $165.00, and the second one, land $120.00, and improvements $2280.00.

Q Would you identify that photograph, witness?

A Yes.

Q What is that? A: That is an apartment.

Q That is what you refer to as the apartment house?

A Yes.

Q I see. And what lot is that a photograph of?

A It is on the south half of Lot 39.

MR. HUNTER: I file a picture of the apartment house, my lord.

(PICTURE MARKED EXHIBIT NO. 7).

THE COMMISSIONER: This is the south half of Lot 39, is it? We haven't reached it yet.

MR. MacLENNAN: I may be able to help my friend. The last assessment that my friend gave us for Lot 39, I think he said for the south half, that is the apartment building assessment --

MR. HUNTER: Yes.

MR. MacLENNAN: The assessment for the north half was something less than that.

MR. HUNTER: I am sorry, my lord, the assessed value for the north half of Lot 39 is $120.00, and the

improvements are $165.00.

THE COMMISSIONER: What was your appraisal? Is this the south half you are dealing with now, or the north half?

MR. HUNTER: That is the north half.

THE COMMISSIONER: Yes; and what was the appraisal?

MR. HUNTER: I wonder, my lord, if we could leave this over until after lunch and get it properly straightened out.

THE COMMISSIONER: We are going to have to go on this afternoon in any case. We will adjourn now until 2:15.

(PROCEEDINGS ADJOURNED TO 2:15 P.M.)

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

Gordon Hambleton

"G. HAMBLETON"
Official Reporter.

Vernon, B. C.,

February 25th, 1948.

(2:15 P.M. PROCEEDINGS RESUMED PURSUANT TO ADJOURNMENT)

YONETARO TAINAKA, resumed the stand:

MR. HUNTER: My lord, we were referring to Exhibit 1, Lot 38, the South Half and Lot 39, the North Half. Those two have been taken together.

THE COMMISSIONER: Lot 38, the south half,and 39 the north half. Right.

MR. HUNTER: They were appraised together for $100.00.

THE COMMISSIONER: Together, yes.

MR. HUNTER: They were assessed at $240.00 for the lands, and improvements $165.00, and then the south half of Lot 39 was the one with the apartment building on, my lord.

THE COMMISSIONER: That is $800.00, is it?

MR. HUNTER: No, my lord, that was appraised at $800.00.

THE COMMISSIONER: Appraised at $800.00.

MR. HUNTER: Yes. It was assessed at $120.00 for the land and $2280.00 for the improvements. Then those three half lots were all sold together for $700.00, my lord. That was after the buildings were removed. The sale took place on the 19th of November, 1945. Exhibit 7, which is filed, is applicable to the south half of Lot 39.

THE COMMISSIONER: What is that again?

MR. HUNTER: Exhibit 7, which is a photograph of the apartment house, is therefore applicable to the south half of Lot 39. Incidentally, in regard to

those three half lots just referred to, my lord, after the building was razed a new appraisal was made on the 15th of October, 1945, when they were appraised for $700.00. So far as the last one is concerned, Lot 1, there were two appraisals at approximately the same time, one for $250.00, and the other for $230.00. It was sold on the 21st of August, 1944, for $250.00. The assessment is $360.00 for the land, and $520.00 for the improvements. I file the analysis of personal property claim, my lord.

(ANALYSIS MARKED EXHIBIT NO. 8).

THE COMMISSIONER: Are we going to discuss the analysis just now?

MR. HUNTER: No, my lord, except very briefly to state it was prepared before the new exhibit 2 was filed, my lord, and out of the original claim for chattels amounting to $837.00, we sold chattels for $407.00. The new claim is for $716.00 so that -- I am not saying this is the proper way to do it, but if it were taken on a pro rata basis, the receipts would be approximately $350.00.

THE COMMISSIONER: Were there any lost articles in this instance?

MR. HUNTER: Yes, my lord. There are quite a number shown on the first page. That is all, my lord.

THE COMMISSIONER: Have you anything further to say on this claim, Mr. MacLennan?

MR. MacLENNAN: Nothing more, my lord. There is one thing in connection with Exhibit 2; there might be

some question raised as to some silverware having been shipped, according to the analysis of the personal property claim. I would like to draw your Lordship's attention to the remark on the comment of the claimant that the silverware claimed to be shipped by the Custodian did not include the Rogers set claimed here, and she is not claiming under the personal chattels for any goods that she received.

MR. HUNTER: Possibly, my lord, I should have added, too, it is submitted that the articles claimed for which have been lost, destroyed or stolen, that the claim is exorbitant.

THE COMMISSIONER: Yes.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

T. P. Horrobin

"T.P. HORROBIN"
Official Reporter.

Case 180. DEC - 2 1947

NOTIFIED

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

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

ACKNOWLEDGED

7718

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

(1) NAME Mr. TAINAKA (Print) Surname Yonetaro Given Name (RCMP) Reg. No. 08216

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

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

(4) REAL ESTATE

(a) Street Address (if any) 314 Fenton St., New Westminster, B. C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)

on attachment

(c) Type of Real Property (cross out words which do not apply):

(i) Farm
(ii) Residence Type of business
(iii) ~~Business~~
(iv) ~~Any other type of property~~ (describe)

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

(e) Fair market value at date of sale (estimate this to the best of your ability):

(i) Land - - - - - - - - - - - - - - - - $ 3375.00
(ii) Buildings - - - - - - - - - - - - - - - $ I4475.00
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $
14540.63
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ ~~I7850.00~~
2325
(v) Amount at which Custodian sold property and credited your account - - $ ~~2237.06~~
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ ~~I5612.94~~

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
Apartment located on Pt. 39 S½ 26/757/2366

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

(c) How stored or packed at time of evacuation
Some crated and some not crated.

(over)

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

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

1. Boiler heater Pt.36 26/757/2366 — Estimated Value $ 150.00
2. Quantity of farm impliments — Estimated Value $ 341.00
3. Household goods of all description — Estimated Value $ 496.00
4. 1475 tomatoe tintops,2 cultivators,3 plows, 2 harrows,1 hand truck,6 shovels,5 digging — Estimated Value $
5. forks,6 manure forks,4 axes,8 garden hoes, 2 iron bars,1 sledge hammer,3 wedges,2 drum — Estimated Value $
6. stoves,7 cases glass,1 team harness,1 scale, 5 wheelbarrows,6 bedsteads and springs,1xx — Estimated Value $
7. rubber hose,1 mattress,ropes,chains,nailsbolts, screws,1 heater,1 floor lamp,1 mirror coat — Estimated Value $
8. hanger,corner shelves,smokers stands,phon- — Estimated Value $
9. ograph,dresser with clothing and silverware, dresser with clothing and wedding gifts, — Estimated Value $
10. chiffonier with clothing,dresserette with table cloths and clothing,warehouse cart. — Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $ 987.00

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 16599.94

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

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

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

DOMINION OF CANADA)
Province of British Columbia) TO WIT:)

I, YONETARO TAINAKA, Box 969 of the City of Vernon in the Province of British Columbia

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City of Vernon in the Province of British Columbia this 25th day of November A.D. 1947.

Yonetaro Tainaka

Sidney Sugar
A Notary Public in and for the Province
A Commissioner &c.

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

TAIRAKA, Mr. Yonetaro

(4) REAL ESTATE

(b) Legal description (lot number, block number, section number, etc.)

			Custodian Price	Estimated Price
1.	Pt. 1	26/757/2366	$250.00	$250.00
2.	Pt. 35	26/757/2366	$800.00	$200.00
3.	Pt. 36	26/757/2366	$450.00	$200.00
4.	Pt. 37	26/757/2366		$200.00
5.	Pt. 38½N	26/757/2366	$125.00	$125.00
6.	Pt. 38S½	26/757/2366		$125.00
7.	Pt. 39N½	26/757/2366	$700.00	$125.00
8.	Pt. 39S½	26/757/2366		$125.00

Index
(a)s were sold together
(b)s were sold together

Buildings			
Green house on	Pt. 35	26/757/2366	$800.00
Barn	Pt. 36	26/757/2366	$800.00
Barn Garage Stable	Pt. 37	26/757/2366	$700.00
House Storage	Pt. 38 N½	26/757/2366	$900.00
Wood shed	Pt. 39 N½	26/757/2366	$125.00
Apartment	Pt. 39 S½	26/757/2366	$2200.00
Cottage Woodshed	Pt. 1	26/757/2366	$265.00
		Total---	$5790.00

Yonetaro Tainaka
(Claimant's Name)

REAL ESTATE
(Other than farm)

08216
Reg. No.

W½ of Block 26 - District Lot 757 - (Lulu Island)

Description: Type of Premises (e.g. House, Store, etc.)	Cost (Vacant Land): No. of Rooms / Appraisal Sale Prices	Improvements by Claimant: Type of Finish	Use of Premises	Size of Lot	Estimated Value: When Purchased	Date of Purchase
Lot 35 - (326 Fenton St)	$65.00 in 1930 } 1000.	Greenhouse 16x90 @ cost $800.00 in 1939				1000.00
Lot 37 (322 " ")	65.00 in 1926 } later 800.	Storage Bldg. 24x20 @ " 600.00 in 1935 } $800 10 aug 46				900.00
		Garage 12x45 @ " 75.00 in 1935				
		Stable 16x20 @ " 25.00 in 1935				

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Lot 36 - (324 Fenton St)	$65.00 in 1930 450	450 6 July 44 Storage House 38x40 @ cost $800.00 in 1938	1000.00
Lot 38 N½ (320 " ")	50.00 in 1925 400 4 July 26 125	125 31 July 46 House 18x28 } cost 650.00 in 1926 Bath 12x12	725.00
		Wood shed Storage Bldg 16x30 } @ cost 250.00 in 1926	

Comments re upkeep of premises:

Lot 38 - S½ (320A Fenton St)	75.00 in 1932 } grouped $100	$700 19 nov 45. Cleared land of bush	125.00
Lot 39 - N½ (314 " ")	75.00 in 1932	woodshed 10x38 @ cost 125.00 in 1937	250.00
Lot 39 - S½ (316 " ")	$200.00 in 1924 $800	Apartment Building (2 story) 20x60 (17) rooms extension 16x20 remodelled in 1937 @ cost $2200.00	2325.00

bldg razed.

Comments re Appraiser's report not covered above:

Lot 1 (310 Fenton St)	$100.00 in 1926 250 230	250 21 aug 44 cottage 12x24 } woodshed 8x10 } cost $265.00 in 1932	515.00
			$6840.00

EXHIBIT No. 180 - 1
DATE 25 Feb. 1948
FILED BY J. W. G. Hunter

The apartment Building is assessed in New Westminster @ $120.00 for land and $2280.00 for improvements. Lot 38 S½ and Lot 39 N½ are together assessed at $405.00 - yet the apartment was sold by the Custodian for $600.00 and the latter two at $100.00 I consider my properties were worth substantially more than the prices obtained by the Custodian. The properties were never cultivated for farming.

(over page)

Y. Tainaka
SIGNATURE

Re Leasehold Claim - my son and I had a lease of Lot 36 & Lot 757 Group 1 (not lot 36 on seven sisters) for four years from Dec 15, 1941. On evacuation, we sold the currant crops of that property and my wife's property for $5000 to Co-operative Pacific Union, with their right to renew the lease until our return. The Custodian earned on the lease for the years 1943 and 1944 at annual rent of $525 for the leasehold of my son and me and for my wife's property (Lot 25). Originally Custodian intended to obtain a profit to my son and me of $100 per year for Lot 36 and a profit to my wife of $750 per year, but only collected $525 for each of those years. Then with the lease still to go for another ~~year~~ crop year the Custodian surrendered our lease to the Westminster Trust Co the lessor, for some reason and as far as I can ascertain made no effort to market or sell our current bushes and rhubarb roots, and I don't believe Custodian received any real consideration for surrendering our lease. ~~We planted~~ We planted $23,400 black currant bushes on the leased land and their value wholesale was 40¢ each plant making an investment of $9126 charging at 39¢ each. Prior to 1941 we had planted 2 acres rhubarb being 6664 roots at value 9¢ each and in 1941 an acre of same being 3332 roots at 9¢ each making a total of 10,025.63 in both currants and rhubarb to gather. I consider my son and I should be compensated for our extremely heavy loss which I feel could have been averted had the Custodian realized on our assets in the crops of bushes and roots.

Monetaro Sainaka
(Claimant's Name)

PERSONAL CHATTELS

EXHIBIT No. 180-2 04216 Reg. No.

DATE 25 Feb 1948

FILED BY

J. A. McLaurin

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
1 Dresser	1941	new	22 00	good	$ 18 00
1 Coal + wood heater	"	new	70 00	excellent	65 00
1 Dresser	1940	new	45-00	good	35 00
1 Chiffonier	1940	new	17 00	"	12 00
1 Dressereite	1940	new	14 00	"	10 00
corner shelves	1939	"	9 50	"	5 00
1 mirrored coat hanger	1940	used	9 00	"	5 00
1 phonograph	1938	"	10 00	"	5 00
1 floor lamp	1941	new	5 00	"	4 00
Rogers silverware (flatware)	1941	"	60 00	"	50 00
1 silver tea set	1941	"	100 00	"	90 00
2 qt sheet cooking pots	1940	"	46 00	"	35 00
1 mantle clock	1939	"	22 00	"	15 00
					$ 349 00

Description of Storage of Goods:

all goods above were stored in living room of apartment on property being LOT 39 of S½ block 26, LOT 757, Map 2366 New Westminster - farm implements (see back of page) were stored in barn on property being LOT 37, Bl 26, LOT 757, Map 2366, New Westminster - and barn was sold.

General Statement as to Chattels not Described above:

— See list on reverse side of this page (with estimated values) —

Additional Comments, if any: Values have been estimated after making allowance for age & condition of articles. The silverware claimed by the shipper was by the Custodian did not include the Rogers flatware or the silver tea set mentioned above. I did not receive any of the articles (claimed above or on back of this page) from the Custodian Y. Sainaka

SIGNATURE

PTO

Personal Chattels
(continued)

Forward	$349.00
1475 - Tomato Ten Tops —	5.00
2 Cultivators —	9.00
3 plows —	35.00
2 harrows —	15.00
1 hand truck —	20.00
1 warehouse cart —	6.00
6 shovels —	4.00
5 digging forks —	7.00
6 manure forks —	5.00
4 axes —	4.00
3 garden hoes —	2.00
2 iron bars —	4.00
1 sledge hammer —	1.50
3 wedges —	1.50
2 drum stoves —	10.00
4 cans glass —	24.00
1 team harness —	15.00
1 scale —	5.00
5 wheelbarrows —	15.00
6 Bedsteads & springs —	40.00
(ropes, chains, nails, bolts —	10.00
(screws, rubber hoses &c	
	$586.00
1 Buddhist shrine, purchased 1937 (used) - paid 195.00 - good condition	$ 130.00
Total Claim —	716.00

THIS INDENTURE made the 15th. day of December in the year of our Lord one thousand nine hundred and forty-one

IN PURSUANCE of the "SHORT FORM OF LEASES ACT"

BETWEEN:

EXHIBIT No. 180-3
DATE 25 Feb 1948
FILED BY J.A. McLennan

WESTMINSTER TRUST COMPANY a body corporate having its Head Office at the City of New Westminster, in the Province of British Columbia, (hereinafter called the "LESSOR")

of the ONE PART

AND

HIDEO TAINAKA, and YONETARO TAINAKA, of 314 Fenton Street, in the City of New Westminster, British Columbia, Farmers, AND PACIFIC CO-OPERATIVE UNION a body corporate incorporated pursuant to the "Co-operative Associations Act of the Province of British Columbia" having its head office at Mission, in the Province of British Columbia, (hereinafter called the "LESSEES")

of the OTHER PART

WITNESSETH that in consideration of the rents, covenants and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor doth hereby demise and lease unto the Lessee all that certain parcel of land situate in the City of New Westminster, in the Province of British Columbia and more particularly known and described as being Lot Thirty-six (36) of Lot Seven Hundred and Fifty-seven (757) Group One (1) save and except dyke as shown on map or plan deposited in the Land Registry Office at the City of New Westminster and numbered 2620:

TO HAVE AND TO HOLD the said premises unto the said Lessees for and during the term of four years to be computed from the

Fifteenth (15th) day of December, 1941, and from thenceforth next ensuing and fully to be completed and ended; yielding and paying therefor yearly and every year during the said term hereby granted unto the Lessor the sum of Four hundred dollars ($400.00) of lawful money of Canada, to be payable on the following days and times, that is to say: Four hundred dollars ($400.00 on the 15th. day of August in each and every year during the said term, without any deduction, defalcation or abatement whatsoever; the first of such payments to be come due and payable and to be paid on the 15th. day of August, next;

THE LESSEES covenant with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire or tempest only excepted) and to pay all water and gas rates and electric lighting, which shall be assessed or chargeable upon the said premises during the term hereby demised or during the time the Lessees shall occupy the demised lands as tenants to the Lessor under these presents;

PROVIDED AND IT IS HEREBY AGREED that when andsso often as the Lessees neglect to pay the said water and gas rates and electric lighting, or any of them, the Lessor may pay them and thereupon charge them to the Lessees, who hereby covenant to pay them forthwith and hereby agree with the Lessor that the Lessor shall have the same remedies and may take the same steps for the recovery thereof as the Lessor may take for the recovery of rent in arrears under the terms of this lease;

AND IT IS HEREBY AGREED between the parties hereto that if the rent hereby reserved or any part thereof be in arrears or unpaid for Thirty (30) days next after the same becomes due whether such rent has been demanded or not or if therebe default, breach or non-observance by the Lessees at any time or times in respect to any covenant, proviso, condition or reservation herein contained, which on the part of the Lessees ought to be observed or performed, then the Lessor or his Agent may enter

upon the said premises and thereafter have, possess and enjoy them as if this indenture had not been made, and no acceptance of rent subsequent to any breach or default other than in payment of rent, nor any condoning, excusing or overlooking by the Lessor on previous occasions of breach or defaults similar to that for which re-entry is made, shall be taken to operate as a waiver of this condition, nor in any way defeat or affect the rights of the Lessor

AND IT IS FURTHER AGREED that if the said premises shall at any time become vacant during the said term in consequence of the removal by legal process of the Lessees for non-payment of rent or any other case, the Lessor may re-enter the said premises and use such force as the Lessor shall have without being liable for any prosecution, and may thereupon treat the said lease as terminated, and re-let the said premises for its own use, or the Lessor may re-let the said premises as Agent of the Lessees, applying the avails thereof to the expenses that may accrue in re-entry and then to the payment of the rent due under these presents and the balance to pay over to the Lessees, or may hold the Lessees for any balance remaining due after applying the proceeds;

PROVIDED ALSO and it is hereby expressly agreed and understood by and between the parties hereto, that if the term hereby granted, or any of the goods and chattels of the Lessees shall at any time during the said term be seized or taken in execution or attachment by any creditor of the Lessees or if the Lessees shall make any assignment for the benefit of creditors or, becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors or shall abandon said premises, then and in every such case the then current rent for the then current term shall immediately then become due and be paid;

THE Lessor and the Lessees further agree that upon request

being made, or notice being given by the City Health Officer or other proper corporation officer of the said city to the Lessees or the Lessor, the Lessees shall immediately comply with the demands contained in such request or notice in connection with the sanitary arrangements of the said premises, and shall put and place all plumbing work and drains in such state as to fully comply with the requirements demanded by the Health Officer or other officer, or the requirements of the Board of Health of the said City, and to the satisfaction of the City Official having charge of such matters, and will save the Lessor harmless and indemnified in connection therewith or of the infraction of the rules and requirements of the City Health Department, and if not done as aforesaid the Lessor may do the same and may charge the cost thereof against the Lessees, and shall have the same rights to recover the money so expended as if they were arrears of rent in respect of the said premises;

THE LESSEES further covenant and agree with the Lessor that the Lessees will during the said term cultivate, till, manure and employ such parts of the said premises as are now or shall hereafter be brought under cultivation in a good husband-like manner and will in like manner crop the same by a regular rotation of crops so as not to impoverish, depreciate or injure the soil; and wil, during the continuance of the said term, keep down all noxious weeds and grasses;

THE LESSEES further covenant and agree with the Lessor that they, the said Lessees will not at any time remove from off the said lands, or destroy, any raspberry canes, currant bushes, gooseberry bushes or other fruit plants or trees, or asparagus or rhubarb roots.

THE LESSEES further covenant with the Lessor, to keep and maintain in its present state and condition the said premises as a market garden and small fruits garden during the continuance

of the said term.

IN the event of a sale or other disposal of the said premises before the expiration of the said term the Lessor may at its option cancel this lease by giving the Lessees Sixty (60) days notice in writing, which notice may be given by leaving it with any person upon the demised premises and the Lessees hereby agree to vacate the said premises at the end of the said period and rent shall be paid to that date.

THE LESSEES hereby agree that they will not assign or sublet without leave and will not carry on any business that shall be deemed a nuisance on the said premises;

AND the Lessees covenant and agree to and with the Lessor that they the said Lessees will not dispose of any of the crop produced on the said lands if any rent is in arrears or unpaid without first obtaining the consent in writing of the Lessor;

AND the Lessees further covenant with the Lessor that the Lessor shall have the right to enter the premises at reasonable hours of the day or examine the said premises and also to post a notice for selling or re-letting them, and that the Lessees will not remove said notice;

AND the Lessees will permit the Lessor or its Agents to exhibit the said premises to any prospective tenant or purchaser, and will permit all persons having written authority therefor to view the said premises at all reasonable hours;

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

AND IT IS HEREBY DECLARED AND AGREED that these presents and

everything herein contained shall enure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns respectively.

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

THE CORPORATE SEAL of WESTMINSTER TRUST COMPANY, was hereto affixed in the presence of;

The Common Seal of the Westminster Trust Company was affixed hereto by

S. H. Cattlett
President & Director

in the presence of

Secretary-Treasurer

THE CORPORATE SEAL of PACIFIC CO-OPERATIVE UNION, was hereto affixed in the presence of ;

Harry Beach

PACIFIC CO-OPERATIVE UNIO

PRESIDE

SEC'Y-M

SIGNED, SEALED and DELIVERED by Hideo Tainaka, in the presence of;

H. Tainaka

SIGNED, SEALED and DELIVERED by Yonetaro Tainaka, in the presence of;

Y. Tainaka

DATED December 15th 1941

WESTMINSTER TRUST COMPANY

to

HIDEO TAINAKA and PACIFIC CO-OPERATIVE UNION

L E A S E

HARRY G. JOHNSTON, K.C.
BARRISTER AND SOLICITOR
COLUMBIAN BLOCK
NEW WESTMINSTER, B. C.

Cat. 668

TAINAKA, Yonetaro
320 Fenton St., New Westminster, B.C.
(Greenhouse)
Evac. File 7718



FRONT PORTION IS USED AS A BARN AND AS SUCH IS CONDEMNED BY NEW WESTMINSTER HEALTH DEPT

WG.

Picture Taken June 18, 1943.

EXHIBIT No. 180-4
DATE 25 Feb 1948
FILED BY J. W. G. Hunter

Cat. 668

TAINAKA, Yonetaro
320 Fenton St., New Westminster, B.C.
(Barn & Garage)
Evac. File 7718



Picture Taken June 18, 1943.

EXHIBIT No. 180 - 5
DATE 25 Feb 1948
FILED BY J. W. Horner

Cat. 670

TAINAKA, Yonetaro
320 Fenton St., New Westminster, B.C.
(House & Shed)
Evac. File 7718



THIS HOUSE IS CONDEMNED BY THE CITY of NEW WESTMINSTER HEALTH DEPT

10G

Picture Taken June 18, 1943.

EXHIBIT No. 180 - b
DATE 25 Feb. 1948
FILED BY
J. W. G. Hunter

Cats. 671 & 672

TAINAKA, Yonetaro
Lot 757 Ewen Ave., New Westminster, B.C.
Evac. File 7718



THIS BUILDING
CONDEMNED BY
CITY of NEW WESTMINSTER
HEALTH DEPT

TO BE BOARDED UP
BY JULY 31/43
W.L.

S 1/2 LOT 39

Picture Taken June 4, 1943.

EXHIBIT No. 180 - 7
DATE 25 Feb 1948
FILED BY
J. W. G. Hunter

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 7718 EXHIBIT No.

NAME Mr. Yonetaro TAINAKA REG. No. 08216

DATE
DECLARATION May 5/42
EVACUATION June 1/42.

INVENTORY
TAKEN BY S.C.Carlsen & R.M.Anderson
DATE Jan.22/43.

DETAILS OF CLAIM

		SALES AUCTION	SALES TENDER &c	SOLD WITH REAL PROP.
Boiler heater Pt.26/757/2366	150.00			
A. Quant. of farm implements	341.00	84 10	160 20	
B. Household goods of all description	496.00	115 80	30 00	

1 stove heater with pipes for greenhouse
1 heater for hothouse rhubarb
1475 tomatoe tin tops
37 new pails
30# cap
2 Cultivators
3 plows
2 harrows
1 hand truck
8 shovels
10 hooks
10 forks
4 axes
14 hoes
2 iron bars
1 sledge hammer
3 wedges

6 sythes
6 iron beds
1 mattress
4 stove pipes
2 drum stoves
7 cases glass
33 logan berry boxes
1 platform scale
team horse harness
1 Hudson sprayer
1 sack bender twine
ropes
nails
bolts
chains
pipes
fittings etc.
rubber hoses
2 scales
5 wheelbarrows
drawers
clothing 4 lots
mirrors
chiffonier
dresser
dishes
cups
saucers
box plates
box dishes
boxes first aid
box pots and pans
box tea set
cups and saucers
1 set of table & set chairs with cushions
floor lamp
1 heater
2 radio lamps
1 R.C.A. Victor record player
2 Phonographs
87 records
1 toy piano
1 china clock
mirror coat hanger
1 three-cornered shelf
2 stuffed birds
3 ornaments
1 vase

1 circulating heater
1 clothes line
2 dressers cont.clothes
1 chiffonier cont.clothes
1 kitchen cupboard
1 dining table & 6 leaves
19 chairs
4 boxes nailed
1 gramaphone & few records
1 bridge lamp
1 box dishes
1 240 Platform scale
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
1-2gal.&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 strecher
1 Lantern
26 shipping crates
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 8HPCushman gas engine
1 Centrifugal pump, shaft & pulley
1 set of harness
5 tins of oil
3-1 Gal.crocks
1-1 Gal. crock
1-1 Gal. Jug
1 Crtn.of electric wire
2 Boxes of iron pieces
1 sml.roll of fire hose
Linoleum for 3 floors
5 cook stoves
5 beds complete & mattresses
1 Radio aerial
1 Wheelbarrow
Quan.of new & used packing boxes
1 large drum furnace
1 drum heater
sm.quan.of hose & pipe

1. 1475 tomatoe tintops
2. 2 cultivators
3. 3 plows
4. 2 harrows
5. 1 hand truck
6. 6 shovels
7. 5 digging forks
8. 6 manure forks
9. 4 axes
10. 8 garden hoes
11. 2 iron bars
12. 1 sledge hammer
13. 3 wedges
14. 2 drum stoves
15. warehouse-cart
16. 7 cases glass
17. 1 team harness
18. 1 scale
19. 5 wheelbarrows
20. 6 bedsteads & springs
21. 1 mattress
22. ropes
23. chains
24. nails
25. bolts
26. screws
27. rubber hoses
28. 1 heater
29. 1 floor lamp
30. 1 mirror
31. coat hanger
32. corner shelves
33. smokers stands,
34. phonograph
35. dresser with clothing & silverware
36. dresser with clothing & wedding gifts
37. chiffonier with clothing
38. dresserette with table cloth and clothing

M
M
F
F
F

7718 EXHIBIT No. CASE No.

08216 VENUE Vernon

LES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO. RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	Shipped	REMARKS
				✓				EXHIBIT No. 180. 8 DATE 25 Feb 1948 FILED BY J. W. J. Hunter
160 20						✓		
30 00						✓		
				✓				
						✓		
						✓		
						✓	✓	24/8/43. Part of 20 parcels. Ltr. Sept. 8/43.
						✓		
						✓	✓	24/8/43.
						✓		
						✓		
				✓				Home-made.
						✓		
				✓				Broken
							✓	24/8/43.
				✓				Old.
				✓				
							✓	24/8/43.
						✓		
						✓		
						✓		
						✓		
						✓		
						✓		
						✓		
						✓	✓	24/8/43.
						✓		
						✓		
							✓	24/8/43. Silverware shipped.
						✓		
						✓		
						✓		

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 7718 EXHIBIT No.

NAME Mr. Yonetaro TAINAKA REG. No. 08216

DATE
DECLARATION May 5/42
EVACUATION June 1/42

INVENTORY
TAKEN BY S.C. Carlsen & R.M.Anderson
DATE Jan.22/43.

DETAILS OF CLAIM

SALES — AUCTION | TENDER &c

SOLD WITH REAL PROP.

DECL. NOT FOUND

ink stand
2 smoker stands
1 alter
5 window-curtains
5 drapes
thermometer
2 table cloths
chesterfield cushions

Prt.spool of barbed wire
quan.of rope & 1 Block pulley
8 pt. boxes of glass
1 Baby pram
1 loose window
quan.of sml.garden implements
1 childs wagon
1 cross cut saw
Appr.10,000 tomato poles
Quan.of ass. boxes
Quan. of boxes
2 Bed steads
1 alarm clock
2 Boxes dishes
1 Heater mat
1 Wash tub
1 Iron cooker
1 Flat Iron
1 Oil Lantern
10 cooky tins
3 canes (Bamboo)
Small Jap. Shrine
1-3 cornered front room display stand
1 Ball binder twine
1 Rice tub & tin
Pt.roll green wrapping paper
5 Enamel Sinks.

Claim

A. Quantity of Farm Implements - $341.00 - - - M 73 85 M 160 20
T 10 25

B. Household Goods of all Description $496.00 - - K 13 45 K 30 00
F 9 35
C 4 65
Misc. 4 05

Nos. 1 to 38. - - - - - - - - - - M 9 00
F 8 00

Totals. 216 90 190 20

190 20
607 10

M - Machi
T - Tools
K - Kitch
F - Furni
C - Cloth
Mis.- Misce

No. 7718 EXHIBIT No. CASE No.

No. 08216 VENUE Vernon, B. C.

SALES ON	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO. RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD		REMARKS

3 85 M 160 20
10 25

3 45 K 30 00
3 65
4 65
4 05

9 00
8 00
6 90 190 20

0 20
7 10

M - Machinery and Equipment
T - Tools
K - Kitchen Ware
F - Furniture
C - Clothing
Mis.- Miscellaneous

YONETARO TAINAKA — Regn # 08216
CLAIMANT

AMENDED CLAIM

I. REAL PROPERTY

		ESTIMATED VALUE	
(a)	LOT 35 –	1000.00	
	LOT 37 –	900.00	
		1900.00	
	LESS RECEIVED h/C –	800.00	1100.00
(b)	LOT 36 –	1000.00	
	LESS Received h/C –	450.00	550.00
(c)	LOT 38 – N ½	725.00	
	LESS Received	125.00	600.00
(d)	LOT 38 S ½ –	125.00	
	LOT 39 N ½ –	250.00	
		375.00	
	LESS Received	100.00	275.00
(e)	LOT 39 S ½	# 2325.00	
	LESS Received –	600.00	1725.00
(f)	LOT 1 –	515.00	
	LESS Received	250.00	265.00
			4515.00

Summary.

CLAIM for LAND AND Buildings –	# 6840.00
LESS RECEIVED FROM Custodian	2325.00
NET LAND CLAIM	4515.00

II. LEASE HOLD – WESTMINSTER TRUST CO. – LOT 36 – of LOT 757 –

23400	BLACK CURRANT PLANTS –	9126.00
9996	RHUBARB ROOTS	899.63
		10,025.63
	ADD LAND CLAIM	4515.00
	TOTAL	# 14,540.63

(OVER)

BROUGHT FORWARD - $ 14545.63

III

HOUSEHOLD Goods + FARM Implements	716.00	
LESS Custodian SALES	407.10	
		308.90

TOTAL CLAIM. $ 14,849.53