Name of Claimant TANAKA, Gosaku Case 550

Custodian File 3879

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	
		1851.	185.10	.00 12.50							197.60

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	
			46%	380.46	175.01			25.00 175.01

TOTAL RECOMMENDATION	397.61

CASE NO. 550.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 10th, 1948.

IN THE MATTER OF THE CLAIM OF
GOSAKU TANAKA.

PROCEEDINGS AT HEARING.

The within transcript contains an accurate record of the evidence adduced before me.

L. H. Stock
Pub. commissioner

Original.

CASE NO. 550.

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

(HIS HONOUR JUDGE L.H. STACK, SUB-COMMISSIONER).

Lethbridge, Alberta,

August 10th, 1948.

IN THE MATTER OF THE CLAIM OF

GOSAKU TANAKA.

PROCEEDINGS AT HEARING.

APPEARANCES:

G.E.A. RICE, Esq., K.C.,	appearing for the Dominion Government.
W.E. HUCKVALE, Esq.,	appearing for the Claimant.

MISS LILLIE THOMAS,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
S.R. HOWARD, Esq.,	Official Reporter.

THE SECRETARY: Case No. 550, Gosaku Tanaka.

GOSAKU TANAKA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Tanaka, you have a claim before the Commission for farm lands? A: Yes.

Q And those lands consist of one 14-acre parcel in Section 29 and one-six-acre parcel in the same section? A: Yes.

Q And they are both in the Municipality of Surrey, in the District of New Westminster in British Columbia?

A Yes.

Q Now I show you this form. Will you look at it, please?

A Yes.

Q And have you read it or had it read over to you?

A No, I haven't had it read over to me.

Q Have you had it read over to you now?

A Yes.

Q Are the particulars in it true and correct?

A Yes.

Q And have you signed it? A: Yes.

MR. HUCKVALE: I tender that as Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Q: Now in that form, Mr. Tanaka, you state that your buildings are as described in the supplement to your claim. Will you just take a look at that, please, (indicating)?

A Yes.

Q Is that a true statement? I am only referring to the buildings now.

A Yes.

Q And you estimate the value of those buildings at $2000.00, is that correct?

A Yes.

Q Now it is true, is it not, that those buildings were on this property when you bought it in 1932 and '33?

A Yes.

Q Did you do anything to improve or repair those buildings since you bought the land?

A I replaced the flooring in one of the chicken houses; another chicken house I moved about 300 feet and rebuilt it.

Q And anything else to the other buildings?

A I also made alterations and repairs to the house.

Q Now those alterations to the dwelling, you have described in this claim form, have you?

A Yes.

Q Roughly, so far as you can remember it, how much money did you spend in repairing and moving the chicken houses?

A It cost something over $230.00 to move and rebuild one chicken house, and, including the repairs to the other one, a total of about $300.00.

Q Did you do the labour yourself?

A I did some of the work myself and I also had some hired help.

Q Are you including the labour in that amount that

you gave us? A: Yes, that is included.

Q Now, can you remember what date you were evacuated? What date you left this farm?

A It was in April, 1942.

MR. SHEARS: April 20th, 1942.

MR. HUCKVALE: Q: Can you tell me what state of repair your buildings were in at that time?

A They were in quite good condition. There was nothing wrong with them.

Q Were the chicken houses being used for chickens?

A Yes, they were being used for chicken farming right up until the time I left.

Q And were they leaking in any way?

A No, they had been repaired.

Q Were you living in the house up until the time you left the farm?

A Yes.

Q And what shape was the house in?

A It was quite all right.

Q Was the roof leaking? A: No.

Q Now I believe you carried insurance on the house, did you not? A: Yes.

Q Is this the policy that insured the house?

A Yes.

Q And you insured that house in 1938 then for $700.00, is that correct?

A Yes.

Q Was the house inspected by the insurance agent before the policy was put on?

A Yes, an agent by the same name as my name, Tanaka.

Q And what did the agent advise?

A He didn't especially advise anything at the time.

MR. HUCKVALE: I tender that policy, sir.

(POLICY OF INSURANCE MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: What was the condition of your cultivated land in April, 1942, just before you left this place?

A In my opinion it was in good condition.

Q Was it weedy? A: No.

Q Had the cultivated acreage been hoed against weeds? A: Yes, it had all been hoed.

Q What shape was the crop in?

A It was in fair, normal condition; it wasn't particularly good and not bad.

MR. HUCKVALE: Now I take it in this case the Crown has two appraisals, and I understand they will want to file them both.

MR.RICE: No, we are only acting on one.

MR. HUCKVALE: I think you had better file them both. One was made at the date of evacuation and one was made some years later.

THE SUB-COMMISSIONER: The Crown is not filing them both?

MR. RICE: If my learned friend wants to file them, it is all right for him to file them.

MR. HUCKVALE: They aren't mine to file. One is made under a Soldier Settlement Board appraiser and the other one is made by a private

individual as an appraiser.

THE SUB-COMMISSIONER: Any objection as to filing them, Mr. Rice?

MR. RICE: I am not filing them as part of my case. We are only using the one appraisal.

THE SUB-COMMISSIONER: If you want them filed, you can file them, Mr. Huckvale.

MR. HUCKVALE: I think they should be filed by the Crown as this is what happened: first of all the Soldier Settlement Board appraised the land and that was in 1942, and then if I am correct I think it was in 1944 or '45 that another appraisal was made.

MR. RICE: September, 1944.

THE SUB-COMMISSIONER: Was that appraisal made before the sale of the property?

MR. HUCKVALE: Yes, that appraisal was madebefore the sale of the property.

THE SUB-COMMISSIONER: I see.

MR. HUCKVALE: This property was kept in the hands of the Custodian for some years.

MR. RICE: The price had gone up in the meantime, and we are acting on the higher price, anyway.

THE SUB-COMMISSIONER: I think they should both be filed, but you say you are acting on the higher appraisal.

MR. RICE: Yes, and if the other form is filed, it is up to my learned friend, not up to me, as I am not filing it as part of our case.

THE SUB-COMMISSIONER: If you want them both in, Mr.

Huckvale, they will both go in.

MR. HUCKVALE: Yes, I would like to have them both in. The Crown should file them both. The only point in the other one is that despite the fact that the property was run down, for over three years, as they say, the property went up three times as high according to the two appraisals.

THE SUB-COMMISSIONER: Very well, do you want them marked as one exhibit?

MR. HUCKVALE: I think they are so different they had better be marked separately, I would suggest.

THE SUB-COMMISSIONER: Mark the earlier one Exhibit 3, and the other one Exhibit 4.

MR. RICE: My learned friend is asking them to go in. I am not putting them both in. It isn't for my purposes.

MR. HUCKVALE: It is going in as part of the Crown's record.

MR. RICE: It is not record of ours. We acted on the other one.

MR. HUCKVALE: It is a record of what happened to this property.

THE SUB-COMMISSIONER: Well they are both going in, anyway.

(APPRAISAL reports MARKED EXHIBITS NOS. 3 and 4).

MR. HUCKVALE: Q: Now, Mr. Tanaka, you also filed a claim with respect to your chattel property, is that right? A: Yes.

Q And you set out that claim in detail in a supplement

attached to your original claim?

A Yes.

Q And that is a complete list of your chattels (indicating) for which you are claiming, is that it?

A Yes.

Q That list, of course, is already in as part of the original claim. Now in connection with those chattels I want to show you this form (indicating).

A Yes.

Q Have you read that over or had it read over to you?

A I hadn't had it read over to me previously but now I understand the contents.

Q Well, are the contents of it true and correct?

A Yes.

Q And is that your signature on it?

A Yes.

MR. HUCKVALE: Before I file this as an exhibit, sir, I should point out to my friend that there is a figure there, 33½%, and it should read 33⅓%, and on the basis of that the claimant is asking this claim for chattels which amounts to $744.45 be reduced by 33-1/3% to allow for property depreciation. I tender this personal chattels form, sir.

(STATEMENT MARKED EXHIBIT NO. 5).

MR. HUCKVALE: And I ask if my friend will file on behalf of the Crown the analysis of personal property claim.

(ANALYSIS MARKED EXHIBIT NO. 6).

MR. HUCKVALE: Now with respect to this analysis of

personal property, perhaps someone will put me straight, I might be making a mistake, but I notice that item No. 9 is described as one bedstead and the Custodian in his analysis has put it under the column "no record at any time". It is No. 9 on that analysis, sir. Now I think that must be an error because in the original declaration on evacuation beds were included. You will notice that in the extreme left hand column. And similarly, item 31, 50 jam crates, the Custodian has marked that "no record at any time" where it is apparently quite clear that there was a record of them on evacuation. The last item in the left hand column.

THE SUB-COMMISSIONER: What number are you referring to there?

MR. HUCKVALE: I am referring to item 31, 50 jam crates.

THE SUB-COMMISSIONER: 50 jam crates, item 31?

MR. HUCKVALE: Yes. There was evidently a record of that.

MR. RICE: Apparently there is an error there. That is all I want to say with regard to those.

MR. HUCKVALE: I just wanted to get straight on it. I took it those things were marked in error.

Q Now, Mr. Tanaka, are you quite positive that this list of chattels that you have signed were all present on the farm at the date you left?

A Yes, I am quite sure.

MR. HUCKVALE: Thank you. Answer Mr. Rice, please.

MR. RICE: I am submitting, your Honour, that the real estate was sold for its fair market value. I am

submitting that the chattels that were sold or disposed of by the Custodian were sold at their fair market value, and I am also submitting --

MR. HUCKVALE: --you mean chattel, don't you? There was only one sold.

MR. RICE: Very well. I am also submitting that the claimant turned over his property to persons other than the Custodian and the Custodian is, therefore, not responsible for the same, and if it should be held that he is responsible the prices claimed for the items that have been filedby the claimant are exorbitant.

CROSS-EXAMinaTION BY MR. RICE:

Q Did you renew that insurance policy that expired in 1938, marked Exhibit 2 in these proceedings?

A No, I did not.

Q Why did you not renew it?

A The term had expired and I just let it lapse.

Q You turned over your property to Brackman-Ker to rent it for you, did you not? Perhaps I should give you the correct name of that concern. It is Brackman-Ker Milling Company, Limited.

A Yes.

Q And a representative of Brackman-Ker Milling Company Limited leased the place for you to J. Loewen for $60.00 from March 21st to October 20th.

A Yes.

Q And then on the 1st of March, 1943, they leased the place to Henry J. Penner for you?

A I don't know anything about that.

Q You owed the Brackman-Ker Milling Company Limited when you left there some $1030.00, did you not?

A Yes.

Q I observe in your real estate form, Exhibit 1, you say that you had 150 grape vines on your property when you left there?

A That should have been 130, it was a mistake.

Q Well now, coming back to the insurance again, did you try to get insurance on your property when that policy, Exhibit 2, expired in 1938?

A No, I just let it lapse and did not do anything about it.

Q I will read to you from the contents of a letter written by the credit manager of Brackman-Ker Milling Company Limited, your agent there, to the Custodian's office.

MR. HUCKVALE: Well I don't think this fellow can say whether that letter was written or not. Probably he never even saw the individual. How would he know what Brackman-Ker would write about to anybody?

MR. RICE: Well I might tell you that he will probably come up against him in our defence at the time when we start our defence and when the claim is completed at the Coast, and I think it is only proper that it should be brought to his attention now and see if he has any answer to it.

THE SUB-COMMISSIONER: I think if the letter pertains to insurance, he probably received it, didn't he?

MR. RICE: No, he didn't receive it. It was a letter written by the credit manager of Brackman-Ker Milling Company Limited to the Custodian's office and I do not want him to be placed in the position when we open our defence for him to say that he is surprised by it or that he didn't know anything about it.

MR. HUCKVALE: Does he know anything about it?

MR. RICE: I don't know whether he does. I am only going to ask him if it was written, if he knows that it was written.

MR. HUCKVALE: How can he explain the actions of the Brackman-Ker Company Limited?

MR. RICE: It is the fact that they tried to put insurance on this property but that they couldn't place any insurance and they wrote that letter to the Custodian and if my learned friend here goes out to the Coast in connection with these claims, that is part of the case that he will have to meet. I think I will read it. It isn't evidence against him.

THE SUB-COMMISSIONER: We have been allowing very wide open doors in regard to evidence regarding these claims and I think that everything should be considered that you have, and I believe I will allow the letter to be marked as an exhibit if you wish to put it in, Mr. Rice ?

MR. RICE: Very well.

MR. HUCKVALE: It isn't any evidence against this man. He can't possibly know anything about it. It is

physically impossible for him to know anything about it, so then how can he be asked any questions about it?

MR. RICE: I will just read the letter, your Honour. It is a letter written by the Brackman-Ker Milling Company Limited, by W.Page, the credit manager, and it is addressed to the Department of the Secretary of State, Office of the Custodian, Japanese Evacuation Section, 506 Royal Bank Building, Vancouver, B.C.

"Gentlemen: File No. 3879. Re: Gosaku Tanaka."

It is dated July 13th, 1943, and as I mentioned refers to file No. 3879.

"Replying to your letter of the 10th instant in regard to fire insurance on the buildings on the above property, there is no insurance carried on same.

"At the time of the evacuation I had a man examine the place but he refused to place any insurance on the buildings as they were in such bad shape. There was no chimney, but since that time one has been built, but still doubt if any company would care to carry the risk. In any case the premium would be very high."

Now that is what Mr. Page has to say regarding the insurance on that property.

THE SUB-COMMISSIONER: Well I suppose that all should go in.

MR. HUCKVALE: That is after ithad been in the hands of

the Custodian for a year and a bit.

MR. SHEARS: The time of the evacuation, that letter says.

MR. HUCKVALE: That letter is dated in '43.

MR. RICE: Dated July 13th, 1943, but he specifically refers to "at the time of the evacuation I had a man examine the property but he refused to place any insurance on the buildings".

I also refer to another letter written by F.H. Coulthard, the man that appraised the property, to the Custodian in Vancouver, under date of July 17th, 1943, and he writes as follows:

> "As requested in your letter of July 15th we have inspected the buildings and am sorry to report that we must decline this risk."

I wish to tender thoseletters as one exhibit, sir.

THE SUB-COMMISSIONER: As one exhibit?

MR. RICE: Yes, they can both go in as one exhibit.

(LETTERS MARKED EXHIBIT NO. 7).

MR. RICE: I wish to tender also as an exhibit, your Honour, a real property memorandum showing the assessments and the valuations.

(MEMORANDUM MARKED EXHIBIT NO. 8).

THE SUB-COMMISSIONER: Is that a real property memorandum?

MR. RICE: Real property memorandum. It deals with the assessments and the valuations.

I take it I am correct, am I not, that the crops referred to in the claimant's claim where

there is a value of $1015.00, that that just refers to the valuation of real estate.

MR. HUCKVALE: Yes, that is real estate.

MR. RICE: That is the fruit trees.

MR. HUCKVALE: Yes, that is all.

MR. RICE: With reference to the chattels then, your Honour, there is another letter I wish to tender as an exhibit, a letter written by H.J. Penner to Mr. Anderson.

MR. HUCKVALE: What has this got to do with this claimant? He can't tell us who Mr. Penner is, even, so that how can we have Penner's letters in. This fellow can't remember Penner from Adam's off ox. He hasn't had anything to do with him.

MR. RICE: Mr. Penner was his tenant.

MR. HUCKVALE: No, he wasn't. You asked him that a few minutes ago and he answered you and you got his answer that he didn't know anything about Penner.

MR. RICE: Not at all; the Brackman-Ker Milling Company Limited were his agents. The witness' statement is that they were.

THE SUB-COMMISSIONER: I think I will let the letter go in.

MR. HUCKVALE: But the witness said he knew nothing about Penner, your Honour.

THE SUB-COMMISSIONER: Yes.

MR. RICE: No, but his rental agents, Brackman-Ker Milling Company, Limited, first leased the property to Loewen, and then turned around and

leased it to Penner, so that Penner is his tenant whether he knows it or not.

MR. HUCKVALE: If he doesn't know him, how can he know anything about it?

MR. RICE: Because his rental agents leased the property for him.

MR. HUCKVALE: Penner was a complete stranger to him.

MR. RICE: He was his tenant.

THE SUB-COMMISSIONER: If his agent was acting at the time for this witness, and his agent leased the property to Penner, surely the information contained in that letter as given by the agent is admissible.

MR. HUCKVALE: How can he answer anything that Penner writes? I never heard anything so strange in all my life. Never heard a question of that kind in my life in Court. He said to my friend when my friend deliberately asked him about it that he didn't know Penner, so that how can he answer any questions about some letter that some stranger wrote to somebody else. If that is evidence I shouldn't be here at all. If it is evidence, it is of the remotest kind I have ever heard of.

THE SUB-COMMISSIONER: Is that letter written by the witness' agent?

MR. RICE: No, it isn't, it is written by Penner to a member of the Custodian's office.

MR. HUCKVALE: I think it is going entirely too far to introduce evidence of that kind in this inquiry.

MR. RICE: I am doing it only for the benefit of the claimant as to the things he would be obliged to meet when the claim comes up and the defence is put in at the Coast.

MR. HUCKVALE: My friend has my client's benefit at heart, I am sure.

MR. RICE: Well I am advising him that Penner wrote a letter complaining about the theft by a previous tenant of the chattels on the place. And I am saying that the Custodian is not responsible for those chattels that were not turned over to the Custodian and my learned friend is anxious to know where they have gone to, if they have been lost or stolen. I say they never came into the Custodian's possession.

THE SUB-COMMISSIONER: Well, don't you think that that should be given in evidence by the party himself who wrote the letter?

MR. RICE: Yes, that will be done at the trial at the Coast.

THE SUB-COMMISSIONER: Will he not have an opportunity when the defence is put in to answer?

MR. RICE: No, he won't have a chance to answer.

MR. HUCKVALE: He will be represented by counsel, anyway.

MR. SHEARS: If I may have the opportunity, I have travelled across Canada with Mr. Justice Bird and the very point you have mentioned is the point at issue. This witness will not have another chance to give evidence in rebuttal and Mr.

Justice Bird has taken the stand that he is prepared to have the documents put in for what they are worth to be brought before him later, and the counsel for the Government is now stating that this witness may be faced with some question in Vancouver of which he has no prior knowledge and will be taken by surprise, and Mr. Justice Bird has indicated all across Canada that the documents, for what they are worth, may be put in.

THE SUB-COMMISSIONER: Under the circumstances I am going to allow the letter to be filed as an exhibit for what it is worth.

MR. HUCKVALE: I take it to prove that letter you have got to get hold of a man named Penner and then after you do get hold of him, if it is not evidence against this claimant, what is it worth?

THE SUB-COMMISSIONER: Yes, that is true.

MR. HUCKVALE: Penner can tell anything he likes of what happened to this man's chattels. For all we know, Penner might be the thief.

MR. RICE: Yes, but you are trying to make out that the Custodian is a thief.

MR. HUCKVALE: I am not trying to make out that the Custodian is a thief at all. I say that there seem to be some things that have been lost.

MR. RICE: Well, you are trying to make him out to be a thief and there may be certain articles that were lost and I am saying that they never came into the Custodian's possession.

THE SUB-COMMISSIONER: All right, gentlemen, proceed,

please.

MR. RICE: I will file a letter from Mr. Penner.

THE SUB-COMMISSIONER: What date is the letter?

MR. RICE: March 30th, 1943.

(LETTER MARKED EXHIBIT NO. 9).

MR. HUCKVALE: I have never seen it and the claimant has never seen it and still the letter is in, and we don't know Penner or anything about it.

MR. RICE: But he was your tenant.

MR. HUCKVALE: It is also written to a fellow named Anderson who is a complete stranger to these proceedings.

MR. RICE: He was an agent, I am telling you, of the Custodian's office.

MR. HUCKVALE: In other words, in this letter here is one man blaming another for being a thief.

MR. RICE: That is right, and you are trying to blame us!

THE SUB-COMMISSIONER: Well, that will be open to an investigation at some time, if necessary.

MR. HUCKVALE: If he wants to put letters like this in, let him call the people concerned.

MR. RICE: He is your tenant.

MR. HUCKVALE: He left it in your care and you are responsible for the property.

MR. RICE: No, it wasn't left in our care at all. It was left in the care of the rental agent, that is the whole point.

MR. HUCKVALE: Well you may call that evidence, sir, if you like, but I don't think it is evidence.

MR. RICE: It isn't evidence.

MR. HUCKVALE: If it isn't evidence then don't put it in.

MR. RICE: We want to give you an opportunity to meet it.

MR. HUCKVALE: I don't have to meet any letter between two people in which one of them claims the other is a thief written to somebody else, neither one of whom we know.

MR. RICE: Well you can have the opportunity of calling them. I am just giving the claimant an opportunity to meet the evidence that will most likely be called.

MR. HUCKVALE: If I am expected to meet that, I had better start searching now.

MR. RICE: My learned friend is confronted with the proposition that he is blaming the Custodian's office for the loss of this property.

MR. HUCKVALE: No, I am not. All we want is to have the Custodian account for it, but I must admit that that is the strangest letter that I have ever seen admitted in a court room.

THE SUB-COMMISSIONER: Well, Mr. Huckvale, I think you are quite well aware of the fact that in this inquiry we are not adhering to the strictest rules.

MR. HUCKVALE: Would your Honour read the letter before you admit it?

MR. RICE: The analysis says the same thing.

MR. HUCKVALE: Would your Honour please read the letter before you admit it?

THE SUB-COMMISSIONER: In this inquiry we do not adhere

to the strictest rules of evidence; in fact, we have been instructed not to.

MR. HUCKVALE: I beg your pardon?

THE SUB-COMMISSIONER: I think you are aware that in this inquiry we are not adhering to the strict rules of evidence.

MR. HUCKVALE: I would suggest, sir, that in letting that letter in you are not adhering to any rules of evidence. I thought we were in a more or less judicial proceeding.

THE SUB-COMMISSIONER: I think that anything that pertains to the claim ---

MR. HUCKVALE: --to what?

THE SUB-COMMISSIONER: I think that anything that pertains to the claim-directly to the claim of the claimant-should be allowed to go in.

MR. HUCKVALE: That letter has nothing whatever to do with this claimant; that is the whole point.

THE SUB-COMMISSIONER: It refers to stolen property that this man claims that he owned.

MR. HUCKVALE: It is referring to two people, neither one of whom we know. What has that got to do with this particular claim?

THE SUB-COMMISSIONER: Very well. The letter has been marked. That is all, Mr. Tanaka.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

"S.R. HOWARD"
OFFICIAL REPORTER.

Case No. 550 -

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.

File 3879 ACKNOWLEDGED

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

(1) NAME TANAKA (Print) Surname Gosaku Given Name (RCMP) Reg. No. 12576

(2) Pre-Evacuation Address R.R. #4, New Westminster, B.C.

(3) Present Address Box 60, Raymond, Alta.

(4) REAL ESTATE

(a) Street Address (if any) Surrey, B.C. City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Section 29, Block 5, north range 2
Municipality of Surrey

(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 - - - - - - - - - - - - - - - - - $ 4200.00

(ii) Buildings - - - - - - - - - - - - - - - $ 2000.00

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - $ CROPS: (see suppliment) $1015.00

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 7215.00 6200

(v) Amount at which Custodian sold property and credited your account - - $ 1851.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 5364.00 4349

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
In house and barn

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

(c) How stored or packed at time of evacuation left in house and barn

(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 [illegible]en while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

In care of the Custodian.

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

1. See list attached Estimated Value $
2. Estimated Value $
3. Estimated Value $
4. Estimated Value $
5. Estimated Value $
6. Estimated Value $
7. Estimated Value $
8. Estimated Value $
9. Estimated Value $
10. Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $

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) - $ 6108.00

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

Lethbridge

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

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

DOMINION OF CANADA)
Province of Alberta)
TO WIT:)

I, Gosaku Tanaka of the Town of Raymond in the Province of Alberta

DO SOLEMNLY DECLARE THAT:

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

DECLARED before me at the City of Lethbridge in the Province of Alberta this 15 day of November A.D. 1947.

Gosaku Tanaka

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.

SUPPLIMENT

Buildings:	dwelling	40 X 24
	2 chicken houses	100 X 20
	barn	30 X 24
	garage	16 X 10
	packing shed	12 X 10
	storage house	12 X 20
	wood shed	10 X 10
	bath house	20 X 12
Estimated value of buildings		$2000.00

Crops:	Strawberries 3 acres @ $300 per acre	$900.00
	Fruit trees 10 acres @ $5.00ea.	50.00
	grape vines130 @ $.50 ea.	65.00
	Total	$1015.00

Personal Property

1.	1 Singer sewing machine...estimated value	$110.00
2.	2 beds with mattresses	40.00
3.	1 trunk	15.00
4.	2 bureaus	20.00
5.	5 chairs	10.00
6.	1 range	80.00
7.	6 jars	3.00
8.	1 baby bed	17.00
9.	1 bedstead	10.00
10.	2 brooder stoves	80.00
11.	6 feeding troughs	3.00
12.	1 oil drum stove	15.00
13.	1 gas drum	10.00
14.	3 milk cans	5.00
15.	1 wash tub	2.00
16.	1 clock	15.00
17.	2 heaters	30.00
18.	kitchen utensils	50.00
19.	phonograph	15.00
20.	4 water pails	5.00
21.	2 tables	3.00
22.	8 buckets	10.00
23.	impliments (hoes, shovels etc.)	9.75
24.	wire netting	1.00
25.	1 auger	3.00
26.	50 pickers trays	7.50
27.	3 crosscut saws	50.00
28.	2 wheelbarrows	6.00
29.	1 cultivater	18.00
30.	7 barrows	2.45
31.	50 jam crates	18.00
32.	1 harrow	5.00
33.	1 single tree	2.00
34.	1 sledge hammer	1.50
35.	1 keg of nails	7.00
36.	3 carpenter saws	10.00
37.	3 nail hammers	3.00
38.	50 ft. fubber hose	5.00
39.	water boiler	10.00
40.	raspberry wire	5.50
41.	seeds	5.75
42.	3 mattocks	4.00
43.	2 shovels	3.00
44.	2 forks	4.50
45.	5 hoes	5.00
46.	3 rakes	3.00
47.	2 picks	4.00
48.	1 scythe	2.50

Total claims for property loss $744.45

Isaaka Tanaka

TANAKA G

(Claimant's Name)

REAL ESTATE
(Farm Land)

12576

Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared							
Cultivated not planted 2 acres		1932 (14 ac)	S. Takahashi	$2500.			
Cultivated and not in crop	20	1933 (6 ")	N. Nishiguchi	500.			
List Crops							
Strawberries 3 acres					5 acres cleared	House	
10 fruit trees						2 chicken houses	
150 Grape Vines						Barn	
						Storage house	
						Wood shed	
						Bath house	
						Garage	
Total							

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

Description	When Made	Cost
Clearing of bush, 2 acres	1934-5	$200.00

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Addition to Dwelling		Frame	1935	$150.00	$60.00		$60.00	$150.00

Buildings as described in supplement to claim were on the farm at date of purchase, but were kept in repair. The chicken housesalone were worth $500. each. Electricity was put in both chicken houses as well as dwelling in 1935.

EXHIBIT NO. 550-L
DATE Aug. 10/48
FILLED BY W. R. Huchvase

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

Claimant's main occupation was a chicken farmer. Had 1800 chickens prior to evacuation. 3 acres were in strawberries and had been cultivated at time of evacuation in April. Crop would have been harvested in June. House was insured in 1935 for $700. (National Union Fire Insurancy Policy 200724). Claimant says it was inspected by agent who advised that amount.

S Tanaka

Signature

FORM F-5

STOCK COMPANY

REGISTERED UNDER THE MANITOBA INSURANCE ACT
LICENSED UNDER THE SASKATCHEWAN INSURANCE ACT 1925
LICENSED UNDER THE ALBERTA INSURANCE ACT
LICENSED UNDER THE BRITISH COLUMBIA FIRE INSURANCE ACT

No. 200724

NATIONAL UNION FIRE INSURANCE COMPANY

PITTSBURG, PA.

Amount $ 1,000;00 Rate 3.50 Premium $ 35.00

In Consideration of the Stipulations herein named and of

THIRTY-FIVE- Dollars Premium

Does Insure - - - - - - - -GOSAKU TANAKA- - - - - - - - - - - - - - - - - -

for the term of - - -three years- - - - -

from the - - - - -31st- - - - - - - - day of - - -JULY- - - - - 19 35 at noon

to the - - - - -31st- - - - - - - - day of - - -JULY- - - - - 19 38 at noon

against all direct loss or damage by fire, except as hereinafter provided, to an amount not exceeding

ONE THOUSAND- Dollars,

to the following described property while located and contained as described herein, and not elsewhere, to wit:

FARM PROPERTY

On the following property owned by the Assured and occupied by insured (Assured or Tenant) for farm purposes only, situate South one-half qtr. of Section 29 Block 5 N.R.W. 2 Map 1278 Munic. of Surrey in the District of New Westminster, Province of British Columbia.

Loss, if any, ~~XXXXXXXXXXX~~ payable to the insured.

subject nevertheless, to all the terms and conditions of this policy.

DESCRIPTION OF PROPERTY INSURED	Dimensions of Buildings	Height	Built of	Roofed with	Amount Insured by this Policy
Item No.					
1. On the Dwelling House and its additions communicating and in contact therewith. No. 1 on diagram and	x	one storey	frame	shingles	700 00
2. On Household Furniture as per clause hereunder.					300 00
3. On the building occupied as barn No.....on diagram and	x				
4. On Farm Produce only while contained therein.					
5. On the building occupied as barn No.....on diagram and	x				
6. On Farm Produce only while contained therein.					
7. On the building occupied as a granary No.....on diagram and	x				
8. On Farm Produce only while contained therein.					
9. On the building occupied as a .....No..... on diagram and	x				
10. On Farm Produce only while contained therein.					
11. On the building occupied as a.....No..... on diagram.	x				
12. On					

EXHIBIT No. 550-2
DATE Aug 10/48.
FILLED BY W. E. Blackwell

Permission is hereby granted for the use of a galvanized iron chimney in the above described building.

On the following property, while contained in any of the above-described buildings, or on the premises.

13. On vehicles, farm implements (excluding threshing machines and motor vehicles), tools, utensils, harness and robes. (Not more than one mower and one reaper or binder covered under this item, and those covered are the newest and best on the farm.

14. On live stock, not more than two-thirds of the cash value recoverable on any one animal, unless specifically insured.

Such vehicles, horses, live stock and farm produce as are insured under this policy are also covered against loss or damage by fire while en route to or from markets or stables.

The live stock is insured against lightning anywhere.

On household furniture, furnishings, personal effects, equipment (including musical instruments) and supplies, excluding radio transmitting equipment, merchandise kept for sale or on storage, motor vehicles of any description, money, books of account, securities for money and evidences of debt or title), all the property of the assured or any member of the assured's family, only while contained in, on or attached to dwelling No. 1.

Pictures, paintings, sculptures, curiosities, works of art, articles of vertu to be valued at not exceeding cost in the event of loss.

Not exceeding ten per cent. of the amount insured under this item may, at the option of the Assured, be held to cover the personal effects of guests and servants; loss, if any, to be adjusted with and payable to the Assured named in this policy. 1000 00

No Insurance shall apply to the item or items opposite which no specific amount is inserted.

If the Insurance under this policy covers more than one of the above items, the liability under each item shall be limited to the specific amounts set opposite each item.

Other Concurrent Insurance Permitted.

Lightning and Electrical Current Clause—See Statutory Conditions.

Threshing Machine—No threshing operations by steam power are permitted within 25 feet of any of the buildings, unless special permit is granted.

Incubators and Brooders—In consideration of additional premium of $....., permission is granted to use an incubator or brooder heated by..... in Building marked No.....on diagram for a period of..... from ..... to .....

Attached to and forming part of Policy No. 200724 of NATIONAL UNION FIRE INSURANCE COMPANY.

Dated July 31st 1935

Vancouver, B. C.

DALE & COMPANY, LIMITED.

Per. Goodman Agent.

B.C. Standard Form F.U.A.

No. 7 (March 1925)
20M-3-25.

This Policy is made and accepted subject to the following stipulations and statutory conditions, together with such other provisions, agreements, or conditions as may be endorsed hereon or added hereto, and no officer, agent, or other representative of this company shall have power to waive any provision or condition of this policy except such as by the terms of this policy may be the subject of agreement endorsed hereon or added hereto, and as to such provisions and conditions no officer, agent, or representative shall have such power or be deemed or held to have waived such provisions or conditions unless such waiver, if any, shall be written upon or attached hereto, nor shall any privilege or permission affecting the insurance under this policy exist or be claimed by the insured unless so written or attached.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid until countersigned by the duly authorized Agent of the Company at Vancouver, B. C.

Secretary.

President

BRITISH COLUMBIA 6135 FOLIO

Countersigned at VANCOUVER, B. C.,

this 31st day of July 19 35

DALE & COMPANY, LIMITED.

Per. _____ Agent.

ONTARIO, MANITOBA,
SASKATCHEWAN, ALBERTA,
BRITISH COLUMBIA.

STATUTORY CONDITIONS

Misrepresentation **1.** If any person applying for insurance falsely describes the property to the prejudice of the insurer, or misrepresents or fraudulently omits to communicate any circumstance which is material to be made known to the insurer in order to enable it to judge of the risk to be undertaken, the contract shall be void as to the property in respect of which the misrepresentation or omission is made.

Form of Contract **2.** After application for insurance, if the same is in writing, it shall be deemed that any policy sent to the insured is intended to be in accordance with the terms of the application, unless the insurer points out in writing the particulars wherein it differs from the application, in which case the insured may, within two weeks from the receipt of the notification, reject the policy.

Property Not Insured **3.** Unless otherwise specifically stated in the policy, money, books of account, securities for money, evidences of debt or title, and automobiles, tractors and other motor vehicles, are not insured.

Risks Not Covered **4.** Unless otherwise specifically stated in the policy, the insurer is not liable for the losses following, that is to say:

(*a*) for loss of or damage to property owned by any person other than the insured, unless the interest of the insured therein is stated in the policy;

(*b*) for loss or damage caused by invasion, insurrection, riot, civil commotion, military or usurped power;

(*c*) for loss due to the want, within the knowledge of the insured, of good and substantial chimneys; or caused by ashes or embers being deposited, with the knowledge and consent of the insured, in wooden vessels; or by stoves or stove-pipes being, to the knowledge of the insured, in an unsafe condition or improperly secured; or

(*d*) for loss of or damage to goods while undergoing any process in or by which the application of fire heat is necessary.

Risks Not Covered Except By Special Permission **5.** Unless permission is given by the policy or endorsed thereon, the insurer shall not be liable for loss or damage occurring:

REPAIRS (*a*) to buildings or their contents during alteration or repair of the buildings and in consequence thereof; fifteen days being allowed in each year for incidental alterations or repairs without such permission

INFLAMMABLE SUBSTANCES (*b*) while illuminating gas or vapour is generated by the; insured, or to his knowledge, in the building insured or which contains the property insured, or while there is stored or kept therein by the insured, or to his knowledge, by any person under his control, petroleum or any liquid product thereof, coal oil, camphene, gasoline, burning fluid, benzine, naphtha, or any of their constituent parts (refined oil for lighting, heating or cooking purposes only, not exceeding five gallons in quantity, gasoline, if contained in a tightly closed metallic can free from leaks and not exceeding one quart in quantity, or lubricating oil not being crude petroleum nor oil of less specific gravity than is required by law for illuminating purposes, not exceeding five gallons in quantity, excepted), or more than twenty-five pounds weight of gunpowder, dynamite or similar explosives;

CHANGE OF INTEREST (*c*) after the interest of the insured in the subject-matter of the insurance is assigned, but this condition is not to apply to an authorized assignment under *The Bankruptcy Act* or to change of title by succession, by operation of law, or by death;

VACANCY (*d*) when the building insured or containing the property insured is, to the knowledge of the insured, vacant or unoccupied for more than thirty consecutive days, or being a manufacturing establishment, ceases to be operated and continues out of operation for more than thirty consecutive days.

Explosion and Lightning **6.** The insurer will make good loss or damage caused by lightning or by the explosion of coal or natural gas in a building not forming part of gas works, whether fire ensues thereform or not; and loss or damage by fire caused by any other explosion; but, if electrical appliances or devices are insured, any loss or damage to them caused by lightning or other electrical currents is excluded and the insurer shall be liable only for such loss or damage to them as may occur from fire originating outside the article itself.

Material Change **7.** Any change material to the risk and within the control and knowledge of the insured shall avoid the policy as to the part affected thereby, unless the change is promptly notified in writing to the insurer or its local agent; and the insurer when so notified may return the unearned portion, if any, of the premium paid and cancel the policy, or may notify the insured in writing that, if he desires the policy to continue in force, he must within fifteen days of the receipt of the notice pay to the insurer an additional premium, and in default of such, payment the policy shall no longer be in force and the insurer shall return the unearned portion, if any, of the premium paid.

Other Insurance **8.** (*a*) If the insured has at the date of this policy any other insurance on property covered thereby which is not disclosed to the insurer, or hereafter effects any other insurance thereon without the written assent of the insurer, he shall not be entitled to recover more than sixty per cent. of the loss in respect of such property; but if for any fraudulent purpose the insured does not disclose such other insurance, this policy shall be void.

(*b*) The insurer shall be deemed to have assented to such other insurance unless it dissents by notice in writing within two weeks after notice thereof.

(*c*) In the event of there being any other insurance on property herein described at the time of the happening of a loss in respect thereof, the insurer shall be liable only for payment of a rateable proportion of the loss or a rateable proportion of such amounts as the insured shall be entitled to recover under clause (*a*) of this condition.

Mortgagees and Other Payees **9.** Where the loss, if any, under a policy has, with the consent of the insurer, been made payable to some person other than the insured, the policy shall not be cancelled or altered by the insurer to the prejudice of such person without reasonable notice to him.

Termination of Insurance **10.** (1) The insurance may be terminated:

(*a*) subject to the provisions of condition 9, by the insurer giving to the insured at any time fifteen days' notice of cancellation by registered mail, or five days' notice of cancellation personally delivered, and, if the insurance is on the cash plan, refunding the excess of premium actually paid by the insured beyond the *pro rata* premium for the expired time;

(*b*) if on the cash plan, by the insured giving written notice of termination to the insurer, in which case the insurer shall, upon surrender of this policy, refund the excess of premium actually paid by the insured beyond the customary short rate for the expired time.

(2) Repayment of the excess premium may be made by money, post office order or postal note or by cheque payable at par and certified by a chartered bank doing business in the Province. If the notice is given by registered letter, such repayment shall accompany the notice, and in such case the fifteen days mentioned in clause (*a*) of this condition shall commence to run from the day following the receipt of the registered letter at the post office to which it is addressed.

Salvage **11.** After any loss or damage to insured property, it shall be the duty of the insured, when and as soon as practicable, to secure the insured property from further damage, and to separate as far as reasonably may be the damaged from the undamaged property, and to notify the insurer of the separation.

Insurance on Goods Moved **12.** If any of the insured property is necessarily removed to prevent damage or further damage thereto, that part of the insurance under this policy which exceeds the amount of the insurer's liability for any loss already incurred shall for seven days only, or for the unexpired term if less than seven days, cover the property removed and any property remaining in the original location in the proportions which the value of the property in the respective locations bears to the value of the property in them all; and the insurer will contribute *pro rata* toward any loss or expense connected with such act of salvage, according to the respective interests of the parties.

Entry, Control, Abandonment **13.** After any loss or damage to insured property, the insurer shall have an immediate right of access and entry by accredited agents sufficient to enable them to survey and examine the property, and to make an estimate of the loss or damage, and, after the insured has secured the property, a further right of access and entry sufficient to enable them to make an appraisement or particular estimate of the loss or damage, but the insurer shall not be entitled to the control or possession of the insured property, or the remains or salvage thereof, unless it accepts a part thereof at its agreed value or its value as ascertained according to condition 17 or undertakes replacement under condition 19, and without the consent of the insurer there can be no abandonment to it of insured property.

Who To Make Proof of Loss **14.** Proof of loss must be made by the insured, although the loss is payable to a third person, except that, in case of the absence of the insured or his inability to make the same, proof may be made by his agent, such absence or inability being satisfactorily accounted for, or in the like case or if the insured refuse to do so, by a person to whom any part of the insurance money is payable.

Requirements After Loss **15.** Any person entitled to claim under this policy shall:

(*a*) forthwith after loss give notice in writing to the insurer;

(*b*) deliver, as soon thereafter as practicable, a particular account of the loss;

(*c*) furnish therewith a statutory declaration declaring:

(i) that the account is just and true;

(ii) when and how the loss occurred, and if caused by fire, how the fire originated, so far as the declarant knows or believes;

(iii) that the loss did not occur through any wilful act or neglect or the procurement, means or connivance of the insured;

(iv) the amount of other insurances and names of other insurers;

(v) all liens and encumbrances on the property insured;

(vi) the place where the property insured, if moveable, was deposited at the time of the fire;

(*d*) If required and if practicable, produce books of account, warehouse receipts and stock lists, and furnish invoices and other vouchers verified by statutory declaration, and furnish a copy of the written portion of any other policy. The evidence furnished under this clause shall not be considered proofs of loss within the meaning of conditions 18 and 19.

Fraud **16.** Any fraud or wilfully false statement in a statutory declaration, in relation to any of the above particulars, shall vitiate the claim of the person making the declaration.

Arbitration **17.** If any difference arises as to the value of the property insured, the property saved, or the amount of the loss, such value and amount and the proportion thereof, if any, to be paid by the insurer shall, whether the right to recover on the policy is disputed or not, and independently of all other questions, be submitted to the arbitration of some person to be chosen by both parties, or if they cannot agree on one person, then to two persons, one to be chosen by the insured and the other by the insurer, and a third to be appointed by the persons so chosen, or on their failing to agree, then by a Judge of the County or District Court of the County or District in which the loss has happened; and such reference shall be subject to the provisions of *The Arbitration Act*; and the award shall, if the insurer is in other respects liable, be conclusive as to the amount of the loss and the proportion to be paid by the insurer; where the full amount of the claim is awarded the costs shall follow the event; and in other cases all questions of cost shall be in the discretion of the arbitrators.

When Loss Payable **18.** The loss shall be payable within sixty days after completion of the proofs of loss, unless the contract provides for a shorter period.

Replacement **19.** The insurer, instead of making payment, may repair, rebuild or replace the property damaged or lost, giving written notice of its intention so to do within fifteen days after receipt of the proofs of loss. In such event the insurer shall commence to so repair, rebuild or replace the property within thirty days after receipt of the proofs of loss and shall thereafter proceed with all due diligence to the completion thereof.

Action **20.** Every action or proceeding against the insurer for the recovery of any claim under or by virtue of this policy shall be absolutely barred unless commenced within one year next after the loss or damage occurs.

Agency **21.** Any officer or agent of the insurer who assumes on behalf of the insurer to enter into a written agreement relating to any matter connected with the insurance shall be deemed *prima facie* to be the agent of the insurer for the purpose.

Waiver of Condition **22.** No condition of this policy shall be deemed to have been waived by the insurer, either in whole or in part, unless the waiver is clearly expressed in writing signed by an agent of the insurer.

Notice **23.** Any written notice to the insurer may be delivered at or sent by registered post to the chief agency or head office of the insurer in the Province or delivered or so sent to any authorized agent of the insurer therein. Written notice may be given to the insured by letter personally delivered to him or by registered letter addressed to him at his last post office address notified to the insurer, or, where no address is notified and the address is not known, addressed to him at the post office of the agency, if any,from which the application was received.

Subrogation **24.** The insurer may require from the insured an assignment of all right of recovery against any other party for loss or damage to the extent that payment therefor is made by the insurer.

ASSIGNMENT OF INTEREST BY INSURED.

This Policy is not assignable for purposes of collateral security, but in all such cases it is to be made "Payable in case of loss," etc., by declaration on its face. In case of actual sale or transfer of title, permission being previously obtained, the annexed form may be used, which must be executed at the time of transfer.

For Value Received, _____ hereby transfer, assign and set over unto _____

_____

and _____ assigns _____ title and interest in this Policy, and all advantages to be derived therefrom, subject to all the terms and conditions therein mentioned and referred to _____

WITNESS _____ hand this _____ day of _____ 19 ____

_____
(Signature of the Insured)

The NATIONAL UNION FIRE INSURANCE COMPANY hereby consents that the interest of _____

_____ in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to _____

_____ 19 ____ _____
Agent.

For Value Received, _____ hereby transfer, assign and set over unto _____

_____

and _____ assigns _____ title and interest in this Policy, and all advantages to be derived therefrom, subject to all the terms and conditions therein mentioned and referred to _____

WITNESS _____ hand this _____ day of _____ 19 ____

_____
(Signature of the Insured)

The NATIONAL UNION FIRE INSURANCE COMPANY hereby consents that the interest of _____

_____ in the within Policy, subject to all the terms and conditions therein mentioned and referred to, be assigned to _____

_____ 19 ____ _____
Agent.

FORM FOR REMOVAL.

Permission is hereby granted to remove the property insured by this Policy to the _____ _____

situate _____ _____

_____

_____

and this Policy is hereby made to cover the same property for like amounts in new locality, all liability in former locality to cease from this date.

Rate increased to _____ % Additional Premium $ _____

Rate reduced to _____ % Return Premium $ _____

Dated _____ 19 ____ _____
Agent.

SHEET _____ BLOCK _____ No. _____

FORM FOR REMOVAL.

Permission is hereby granted to remove the property insured by this Policy to the _____ _____

situate _____ _____

_____

_____

and this Policy is hereby made to cover the same property for like amounts in new locality, all liability in former locality to cease from this date.

Rate increased to _____ % Additional Premium $ _____

Rate reduced to _____ % Return Premium $ _____

Dated _____ 19 ____ _____
Agent.

SHEET _____ BLOCK _____ No. _____

PRINTED IN U.S.A.

OFFICERS

E. E. COLE . . . . . President
A. W. MELLON . . . . . Vice President
E. W. HALL . . . .
J. F. GUINNESS . . } Second
E. ELLSWORTH COLE } Vice Presidents
L. A. NUNNINK . . }
F. J. BREEN . . . . . Secretary
J. A. DAELHOUSEN . . . Asst. Secretary
W. H. HETZEL . . . . . Asst. Secretary
WM. FINGERHUTH . . . Asst. Secretary
A. W. McELDOWNEY . . . . Treasurer
W. A. STROUSS . . . . Asst. Treasurer

DIRECTORS

J. STUART BROWN, Pittsburgh.
E. E. COLE, President.
GEO. L. CRAIG, Pittsburgh.
CHAS. W. DAHLINGER, Attorney.
JAS. B. HAINES, JR., President James B. Haines & Sons Co.
ROY A. HUNT, President Aluminum Co. of America.
JOHN S. McCORMICK, J. S. McCormick Company.
A. W. McELDOWNEY, Vice President Mellon National Bank.
H. C. McELDOWNEY, President Union Trust Company.
HON. A. W. MELLON, Washington, D. C.
R. B. MELLON, President Mellon National Bank.
W. L. MELLON, President Gulf Oil Corporation.
DAVID B. OLIVER, Oliver Iron & Steel Co.
H. A. PHILLIPS, Real Estate.
A. C. ROBINSON, President Peoples Savings & Trust Company.
WM. B. SCHILLER, Pittsburgh.
EDWIN W. SMITH, Reed, Smith, Shaw & McClay, Attorneys.

Standard Fire Insurance Policy for Provinces of
ONTARIO, MANITOBA, SASKATCHEWAN,
ALBERTA and BRITISH COLUMBIA

Expires JULY 31st, 1938.

Property DWELLING & H. H. FURN.

Amount - - - - - - $1000.00

Premium - - - - - - $ 35.00

GOSAKU TANAKA

No. 200724

NATIONAL UNION
FIRE INSURANCE COMPANY
PITTSBURG, PA.

CASH CAPITAL $5,000,000.

MANAGERS FOR CANADA:
DALE & COMPANY, LIMITED
METROPOLITAN BUILDING
TORONTO, ONT.

G Tanaka

It is important that the written portions of all policies covering the same property read exactly alike. If they do not they should be made uniform at once

DALE & COMPANY
LIMITED

GENERAL AGENTS
FOR
PROVINCE OF BRITISH COLUMBIA

MARINE BUILDING
VANCOUVER

Receipt for Return Premium.
To be Signed by the Assured

Agency 19

IN CONSIDERATION OF Dollars

return premium, receipt of which is hereby acknowledged, this Policy is hereby cancelled and surrendered to the Company.

Assured.

No. of Policy
No. of Renewal
Amount Insured

	YEAR	MO.	DAY
Date of Cancellation,			
" Policy,			
Time in force,			

Premium Paid, - - - - - - - - -$
" earned at rate,$
" returned, - - - - - - $
If pro rata, state reason why:

not

Farm Appraisal Report

File No. JJ 642

Land Description Pt. 14 acs. & Pt. 6 acs. lettered "A", Sk. 1136, of N.E. Pt. of S½ of Sec.29, Blk. 5 N., R.2 W.

Containing 20 acs. Acres

Owner's Name TANAKA, Gosaku Post Office Address R.R.4, New Westminster, B.C.

Nearest Rail Point Kennedy, B.C.E.R. Distance 2 miles

Market Town New Westminster, B. C. Distance 4 miles

Church (give denomination) St. Helen's Anglican Distance 1 miles

Nearest School Queen Elizabeth and Simon Cunningham Distance 1¾ miles.

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

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

On Sandell Road, one-half mile north of the Townline Road, gravel, good.

Is this district a good one? Not a good farming district but some fair small farms in the area.

Employment opportunity Seasonal on farms, established industries along the Fraser river about 3 miles distant.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: No fencing. Value $

Water supply: From well and hand pump. Value $

3879

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 46	frame	7'	shgl.	20	cedar posts	poor	150.00
	x							
Garage	10 x 16	frame	7'	"	old	on grnd	"	-
BARN	20 x 20	pole & shk.	8'	shk.	20	posts	"	-
Feed room	12 x 24	" " "	6'	shake	old	"	"	-
~~BARN~~ Shed	12 x 14	" " "	8'	"	"	"	"	-
	x							
GRANARY	x							
Chicken hse.	20 x 70	frame	4'	shgl.	"	"	"	50.00
" "	20 x 80	"	5'	shk.	"	"	"	50.00
	x							
	x							

Electric light in house.

Total present day value $ 250.00

Total Value Buildings add to farm $ 250.00

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable? Just a shell of a shack, not worth spending money on.

Tenant living in it. $

Describe the basement and chimneys: No basement, stove pipe chimney.

No. rooms downstairs? 4 Upstairs? - How finished Unfinished.

EXHIBIT No. 550-3
DATE Aug. 10/48.
FILED BY V. R. A. Rice

Are buildings painted? No. Condition of paint -

Distance from nearest bush 50 yards.

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
5	level and undulating	sdy. loam 12" to 15"	sand, gravel, hardpan	mostly hay and weeds few grapes & trees, not good.	50.00	250.00

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

LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE

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

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	
2.7	level	sdy.lm. 12"-15"	sand, gravel, hardpan	clearing of stumps & heavy second growth	100.00	10.00	27.00
12.3	level & rolling	"	"	clearing of bush cordwood	150.00	10.00	123.00

Area Unsuitable for Cultivation.

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

Total value of Land $ 400.00

Total added by buildings to value of farm $ 250.00

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

Total value of farm $ 650.00

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

In poor condition, neglected for some years
Rented to J. Loewen for 3 years at $10.00 per month. Rent paid monthly to B. & K. Co.

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

Small fruits, poultry, etc.

Noxious weeds: Thistles are bad. Property very weedy.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Taxes $51.69.
Surrey Municipality.

Date: July 25, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 21st **day of** July, **19** 42.

Inspector's Signature "A.W. BROWN"

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

Farm Appraisal Report

Remarks: Property is located on the Sandell Road, one half mile north of the Town Line Road. The soil is mostly a sandy loam, with sand, gravel, and hard pan underneath. The property has a very neglected appearance and does not appear to have been farmed for years. The cultivated area is mostly wild grass, sod and weeds, and part of it has not been broken for a long time. The surface is uneven. Part of the bush land has been slashed but the stumps remain and there is now a heavy second growth of alder, etc. The main bush is heavy clearing and there is considerable cordwood. The buildings are in very poor shape and are ramshackle, old, and of little value. Water is obtained from a well with a hand pump and from available information the supply is satisfactory. There is electricity in the buildings.

(FOR ORCHARD LANDS ONLY)

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

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

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

Present Value

$

$

$

$

$

$

$

$

$

Total $

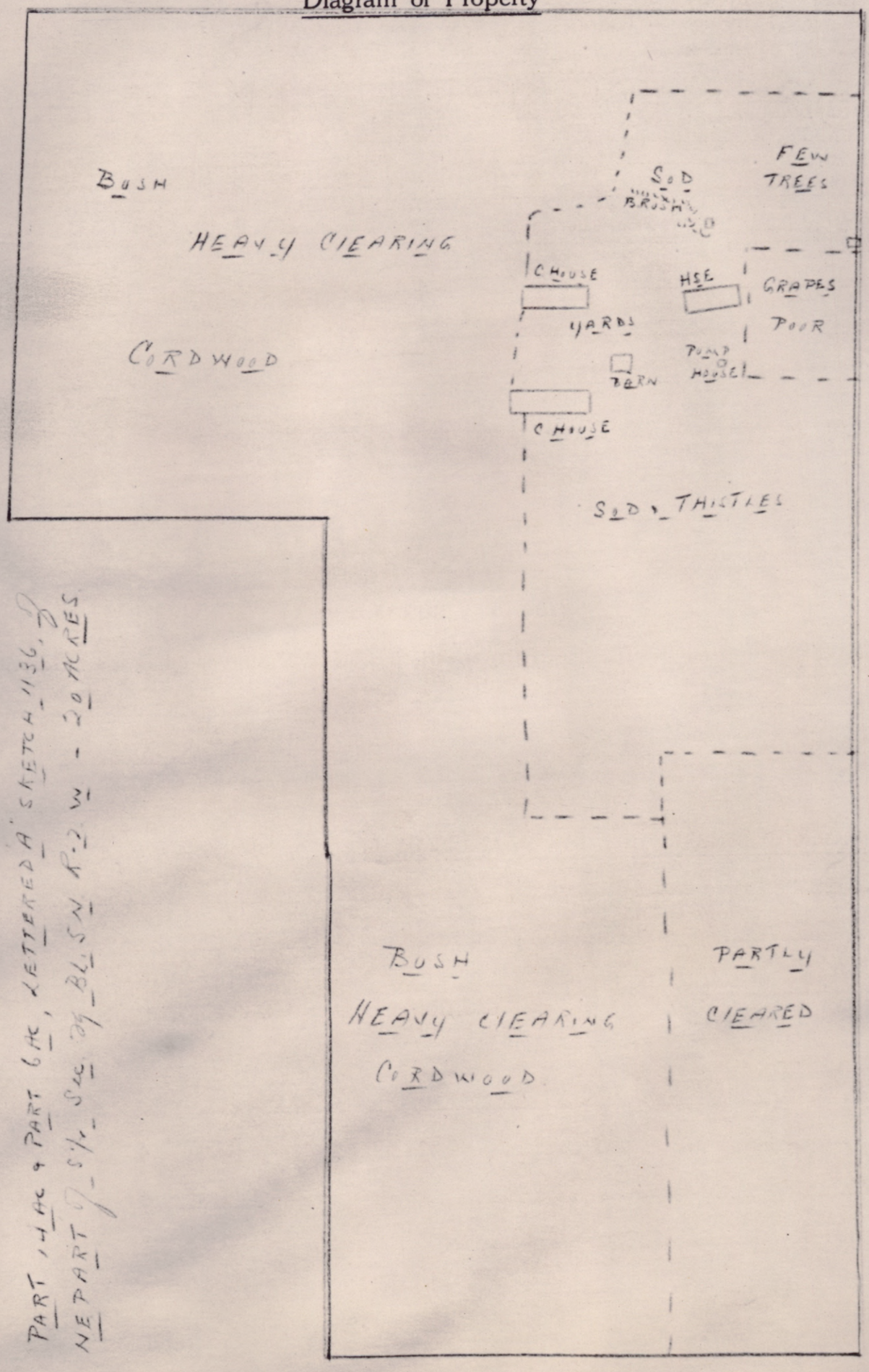
Amount fruit trees add to value of farm $

N

OAK ROAD - NOT OPEN

SCALE 20CH = 1"

Diagram of Property



RW BROWN

Following careful review of this appraisal report, it is my opinion that the present value is $ 650.00

Date 29th July, 1942.

"I.T. BARNET"

District Superintendent.

EXHIBIT No. Aug. 10/48
DATE
FILED BY G.E.A.Rice

COULTHARD, SUTHERLAND & CO., LTD.
Estate and Insurance Agents
Car Financing

"No 2"

609 Columbia Street,
New Westminster, B.C.

September 12, 1944.

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

Attention Mr. Shears.

Dear Sir:

In reply to your letter of September 7th we have today inspected the following properties and beg to report as follows.

No.1. RE: Sandell Rd., ½ mile north Townline Rd. R.R. 4, New Westminster. Part (14 ac.m/l) of section 29, Bl.5N etc. "A"

This land consists of fourteen acres more or less and about four of these are or have been under cultivation and the balance is slightly elevated on which are located the buildings and some fruit trees, brush etc. The buildings consist of:

1 Chicken house (18 x 60)	$150 00	"585
1 " " " " "	150 00	1050
1 shed (18 x 18) no value		1635"
1 well house (10 x 10) no value		
1 root house (20 x 10) and shed	35 00	
1 four room dwelling part of which is an old chicken house	250 00	
	$585 00	

There is a quarter of an acre in grapes and the tenant, Mr. Cousins, has put in one acre of beans and three quarters of an acre in potatoes and the rest of the property is in disgraceful condition being overrun with Canadian thistles, weeds, brush and trash. The buildings are old, poorly constructed and in deplorable shape. The house is filthy and has one Yukon and one tin chimney. It is finished inside with ship-lap on which the paper has cracked and the roof has leaked. Water is from a well and there is electric light but no plumbing.

No.2. RE: Hume Road off Sandell Road. Part (6 ac.m/l) of Sec. 29, Block 5N, Range 2W etc. Surrey, New West. District. "B"

The above property consists of six acres of rough logged land on which there is a growth of brush and a few second growth fir. The location is good being about three miles from this city on the Sandell Road. "$210.00"

September 12, 1944.

VALUATION:

Buildings	$585.00	
14 acres land @ $75.	1050 00	
6 " " " $35.	210 00	
		$1,845.00

Trusting this is the required information,

Yours very truly,

COULTHARD, SUTHERLAND & CO. LTD.,

"F. H. Coulthard"

F. H. Coulthard.

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

September 14, 1948.

TANAKA G.
(Claimant's Name)

PERSONAL CHATTELS

12576
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
1 Singer Sewing Machine	1935	New	$110.00	Scarcely used	$110.00
2 Beds with mattresses	1932	"	40.00	good	40.00
2 Brooder stoves	1938	"	80.00	"	80.00
1 Range	1932	"	80.00	"	80.00

Description of Storage of Goods:

All chattels were left in bedroom of dwelling house and in buildings on farm. Room locked. Custodian advised in J.P. Form.

EXHIBIT No. 550-6
DATE Aug. 10/48.
FILLED BY A.R. Buckoke

General Statement as to Chattels not Described above:

All chattels are described in supplement to claim. It is observed that on P.P. analysis items 42-48 inc. are included in item 23. This is not true.

Additional Comments, if any:

As claim was made out on basis of cost price, claimant wishes to reduce chattel claim by 33⅓%. He thinks this is fair as items were bought at low prices during the depression. (33⅓)

G. Tanaka
Signature

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 3879 EXHIBIT No.

NAME Gosaku TANAKA REG. No. 12576

DATE
DECLARATION Apr.15/42
EVACUATION Apr.20/42

INVENTORY
TAKEN BY
DATE

	DETAILS OF CLAIM		SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
Furniture including:	1. 1 Singer sewing machine	110.00	75.00			
Range	2. 2 beds with mattresses	40.00				
Beds	3. 1 trunk	15.00				
Bureau	4. 2 bureaus	20.00				
Chairs, etc.	5. 5 chairs	10.00				
	6. 1 range	80.00				
Chicken House:	7. 6 jars	3.00				
500 Chickens	8. 1 baby bed	17.00				
2 Brooder stoves	9. 1 bedstead	10.00				
6 Waterline	10. 2 brooder stoves	80.00				
Jar and other chicken farming equipment,	11. 6 feeding troughs	3.00				
	12. 1 oil drum stove	15.00				
Manure,	13. 1 gas drum	10.00				
Garden tools	14. 3 milk cans	5.00				
Wire netting	15. 1 wash tub	2.00				
2 Stoves	16. 1 clock	15.00				
	17. 2 heaters	30.00				
Barn:	18. kitchen utensils	50.00				
50 Strawberry trays	19. phonograph	15.00				
Saws	20. 4 water pails	5.00				
2 Wheelbarrows	21. 2 tables	3.00				
Barrels	22. 8 buckets	10.00				
Hose	23. impliments (hoes, shovels etc.)	9.75				
1 Hand Cultivator						
Garden tools	24. wire netting	1.00				x
Hammers	25. 1 auger	3.00				
Nails etc.	26. 50 picker trays	7.50				
Boiler	27. 3 crosscut saws	50.00				
Wire	28. 2 wheelbarrows	6.00				
	29. 1 cultivater	18.00				
Garage:	30. 7 barrows	2.45				
50 jam crates,	31. 50 jam crates	18.00				
~~rubber-hose,~~	32. 1 harrow	5.00				
	33. 1 single tree	2.00				
	34. 1 sledge hammer	1.50				
	35. 1 keg of nails	7.00				x
	36. 3 carpenter saws	10.00				x
	37. 3 nail hammers	3.00				x
	38. 50 ft. rubber hose	5.00				x
	39. water boiler	10.00				x
	40. raspberry wire	5.50				x
	41. seeds	5.75				
	42. 3 mattocks	4.00				
	43. 2 shovels	3.00				
	44. 2 forks	4.50				
	45. 5 hoes	5.00				(3)x
	46. 3 rakes	3.00				
	47. 2 picks	4.00				
	48. 1 scythe	2.50				
	TOTAL CLAIM:	744.45	$75.00			$44.50

ALSO SOLD:
1 Brooder $15.00-Sold by Brackman-Ker Mi

RECAP:

Goods valued by Claimant at $110.00 were sold for $75.00 at Auction.
Goods valued by Claimant at 44.50 were declared but not found.
Goods valued by Claimant at 141.20 were not recorded at any time.
Goods valued by Claimant at 448.75 were not accounted for, theft etc.
TOTAL CLAIMED... $744.45

No 3879 EXHIBIT No. II CASE No.

No. 12576 VENUE LETHBRIDGE

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
ION	TENDER &c							
75.00								
						x		
				x				
						x		
						x		3 Inventoried - poor condition.
						x		
				x				
						x		Old.
				x				Only 2 inventoried.
						x		
						x		Only 5 inventoried
						x		old
				x				
				x				
						x		
						x		
						x		Old.
				x				
						x		
				x				
						x		Home-made.
				x				
								(See No. 43, 45 etc.
						x		(
			x					
						x		Included in No. 23
						x		
						x		Only one inventoried.
						x		
				x				
				x				
				x				
				x				
						x		Included in No. 23
			x					
			x					
			x					
			x					
			x					
			x					
				x				
						x		Included in No. 23
						x		Included in No. 23
						x		Included in No. 23
		(3)x				(2)x		Only record of two.
						x		Included in No. 23.
						x		Included in No. 23.
						x		Included in No. 23.
75.00			$44.50	$141.20		$448.75		

550-6
EXHIBIT No.
DATE Aug 10/48
FILLED BY G. E. A. Rice

$15.00-Sold by Brackman-Ker Milling Co. Ltd, and net proceeds, $13.50, credited to Mr. Tanaka in our Office.

were sold for $75.00 at Auction.
were declared but not found.
were not recorded at any time.
were not accounted for, theft etc.

Note - Government Counsel:
Possible Agencies:
1. Lessee - Brackman-Ker Milling Co. Ltd.
2. Sub-Lessee - Mr. J. Loewen.

According to our file, Mr. Tanaka did not make inquiries regarding chattels, except his Sewing Machine.

W. J. Johnston.

EXHIBIT NO. 550 - 7

DATE Aug. 10/48

FILED BY G. E. A. Rice

COULTHARD, SUTHERLAND & CO., LTD.
Estate and Insurance Agents
Car Financing

609 Columbia Street,
New Westminster, B.C.

17th. July, 1943.

The Office of the Custodian,
Vancouver, B.C.

Dear Sir: -

Re File #3879 Gosaku Tanaka

As requested in your letter of July 15th. we have inspected the buildings and am sorry to report that we must decline this risk.

Yours very truly,

Coulthard, Sutherland & Co. Ltd.

"F. H. Coulthard"

F. H. Coulthard.

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

September 14, 1948.

E Robertson

550 - 7

EXHIBIT No. Aug.10/48

DATE

FILED BY G. E. A. Rice

THE BRACKMAN-KER MILLING CO. LIMITED

July 13, 1943

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

Gentlemen:

File No. 3879 Re Gosaku Tanaka

Replying to your letter of the 10th inst. in regard to fire insurance on the buildings on the above property, there is no insurance carried on same.

At the time of the evacuation I had a man examine the place but he refused to place any insurance on the buildings as they were in such bad shape. There was no chimney, but since that time one has been built, but still doubt if any company would care to carry the risk. In any case the premium would be very high.

Yours truly,

THE BRACKMAN-KER MILLING CO. LTD.

"W. Page"

Credit Manager

WP:JP

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

E. Robertson

September 14, 1948.

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EXHIBIT No.
Aug.10/48
DATE
FILED BY
G. E. A. Rice

File No. 3879 May 28, 1948.

REAL PROPERTY MEMORANDUM

Re: (Mr.) Gosaku TANAKA
Registration No. 12576

Special Sale, Advertised November 22, 23 & 24, 1944.

Two Real Properties included, being:

Parcel 1 Part (14 acres more or less) of Section 29, Block 5 North Range 2 as shown and lettered "A" on Sketch deposited No. 1136 Municipality of Surrey in the District of New Westminster.
and
Parcel 2 Part 6 acres more or less of Section 29 Block 5 North Range 2 West more particularly described as follows: Commencing at the South East Corner of Section 29 thence Northerly following the East Boundary of said Section 7.50 chains thence Westerly and parallel to the South Boundary of said Section 8.125 chains thence Southerly 7.50 chains to the South Boundary of said Section thence Easterly along South Boundary 8.275 chains to the point of Commencement Municipality of Surrey in the District of New Westminster.

Two Certificates of Encumbrance on Claim File.

Assessments: (1943)

Parcel 1	Land	$ 840.00
	Improvements..	750.00
	TOTAL	$1590.00
Parcel 2	Land.....	$ 360.00
	Improvements..	Nil
	TOTAL	$ 360.00

Total for both parcels..... $1950.00.

Coulthard, Sutherland & Co. Ltd's Valuation:

Parcel 1		
Land (14 ac. @$75.00)..		$1050.00
Buildings.....		585.00
	TOTAL	$1635.00
Parcel 2		
Land (6 ac. @$35.00)...		$ 210.00
Buildings.....		Nil
	TOTAL	$ 210.00

Total for both parcels.....$1845.00.

Sold to Mr. Victor Norman Squire on January 18, 1945, for $1,851.00.

Other Offers Received:

Parcel 1-
December 14, 1944 - Mr. C. E. Currie.....$1,000.00.
December 15,1944 - Mr. A. Cuthbert..... 300.00.

Parcel 2-
December 11, 1944 - Mr. V. N. Squire..... 225.00.
December 11, 1944 - Mr. G. R. Sullivan & Mrs. Mildred A. Sullivan... 210.00.
December 12, 1944 - Mr. George Namethy..... 180.00.

Parcel 1 and 2-
December 12, 1944 - V. N. Squire.....1,725.00.

P. T. O.

File No. 3879 May 28, 1948.

Claimant's Valuation:

Land	$4,200.00
Buildings	2,000.00
TOTAL	$6,200.00

Re Crop: Claiming .....$1,015.00.

Mr. Tanaka leased above properties through Brackman-Ker Milling Co. Ltd., from March 21, 1942, to October 20, 1942, to Mr. J. Loewen for $60.00 less expenses of crop, leaving a net amount of $55.00.

NOTE - Government Counsel:

Mr. Tanaka stated in his "JP" Declaration Form dated April 15, 1942, that crops sown consisted of apples and grapes. He is now claiming for strawberries, fruit trees and grapevines.

Annual Taxes on both properties amounted to $51.60 and 1942 Tax Notice received from Corporation of District of Surrey shows taxes owing for 1940, 1941 and 1942.

Mr. Tanaka also owed Brackman-Ker Milling Company the sum of $1,030.00.

Relative documents attached hereto.

"W. J. Johnston"

WJJ/HMS

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

September 14, 1948.

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EXHIBIT No. Aug.10/48

DATE

FILED BY G.E.A.Rice

March 30

1943

H. J. Penner.
R. R. #4. New-Westminster
B.C.

"Tanaka"

Dear Mr Anderson!

Would you kindly come down and settle things up, about the Japanese property. Previous tenant J. Leowen. Please let ous know the complete copy We expected Leowens to be honest people, but we found out different, when we asked J. Leowens is there a Electric Brooder he said there were two coal Brooders. We expect our baby chicks 1000 the 3, or 5, of April please notifie J. Leowens Port Haney R.R.I. to return all the stoff they took from the farm a new singer sewing machine also dissapeared. We found out J. Leowens. took quiet a few things from this property. I am not satisfied with I.want things to straighend up. Have they right to drag theys from one farm to another and besides such a distance as this, never asked as to you want to use anything. Know yust took it yust as do, they where the owners of it. Garden tools, a person wants to trim the trees and to pruning scissors is gone Please bring the complete list, if you cant sattle up we have to call the Police, we can't let things go as they stand now.

"if" "were"

Please act quickly.

Yours sincerly "investigated"

"H. J. Penner."

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

G. Robertson

September 14, 1948.