Name of Claimant BABA, Teijiro Case 962

Custodian File 7837

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% there-of	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:		
						% of Total	Amount		% of Total	Amount	
		1600.	160.	80.00 21.50							261.50

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	
167.00	40.50	12.15	24.25%	438.55	106.35	4.00	.48	118.98

TOTAL RECOMMENDATION	380.48

CASE NO: 962.

JAPANESE PROPERTY CLAIMS COMMISSION

Fort William, Ontario,
April 21st, 1948.

IN THE MATTER OF THE CLAIM OF
TEIJIRO BABA.

PROCEEDINGS AT HEARING.

Original.

CASE NO: 962.

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).

10 Fort William, Ontario,

April 21st, 1948.

IN THE MATTER OF THE CLAIM OF

TEIJIRO BABA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
S.M. CHERNIACK, Esq.,	appearing for the claimant.

A. WATSON, Esq.,	Secretary.
H. SHIGARU, Esq.,	OfficialInterpreter.
MARK H. PEARCE, Esq.,	Official Reporter.

30

TEIJIRO BABA, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

MR. CHERNIACK: My lord, this claim is one of those that was sent in from a place where there was no Commissioner available. I don't know what practice you have adopted. It is signed, but I believe in the wrong place.

THE COMMISSIONER: Have him sign it afresh and I will take the declaration.

10 MR. CHERNIACK: There is an amendment, my lord.

THE COMMISSIONER: Let us have the amendment first.

MR. CHERNIACK: Total value of the real property, $3500.00. The sale price is correct; the net loss is #$1900.00, and the chattels, my lord, $643.05; the credit, $56.10; and the loss $586.95. The total loss, therefore, is $2,486.95.

THE COMMISSIONER: I take it you are a commissioner, Mr. Hunter, for the Province of Ontario?

MR. HUNTER: Yes, my lord.

20 THE COMMISSIONER: You better take this declaration then. I think perhaps you better have the Interpreter inform him of the amendments made before you swear him.

(Mr. Hunter takes declaration of witness, and witness signs claim form).

DIRECT EXAMINATION BY MR. CHERNIACK:

Q Witness, I show you two typewritten statements. Were these prepared in accordance with your instructions? A: Yes.

30 Q Are these your signatures? A: Yes.

Q Do you swear that the contents of these statements are the truth to the best of your knowledge and recollection? A: Yes.

MR. CHERNIACK: I file as Exhibit 1, my lord, the real estate statement.

½ (STATEMENT MARKED EXHIBIT NO. 1).

MR. CHERNIACK: And on behalf ofmy learned friend I will file his appraisals.

(APPRAISALS MARKED EXHIBIT NO. 2).

10 Q Witness, have you received copies of appraisals from the Custodian's office by registered mail? My lord, on behalf ofmy learned friend I file appraisal affecting 1023 and 1025 Auckland Street, dated April 27th, 1944, andattached thereto a letter dated July 6th, 1944, both from the Westminster Trust Company. It is one appraisal with two buildings on it, and there is a second appraisal, dated June 30th, 1944, affecting the same properties of Coulthard, Sutherland & Company.

20 Exhibit 1, my lord, sets out that the property consisted of two buildings: One a duplex and one a house, a two storey house. The claimant, when he purchased the property, in 1933, paid $1200.00, my lord, at whichtime the duplex, No. 1023, was on the land. It is not clear on the exhibit. It looks like two sets of figures under the cost price.

THE COMMISSIONER: Yes.

MR. CHERNIACK: He himself in 1934 erected a house at

30 the rear, No. 1025, and estimates the total cost

at $1800.00, in addition to which he states the Custodian spent $142.80 after evacuation on special repairs. This is a fair residential locality for working people. The front building is old. He had replaced the foundation posts of the front house and the foundation was solid and had not given away when he was evacuated, and there was no sagging or uneveness of floors. This house was not dilapidated, but was in fair repair when he left. The rear house was of fair construction for the locality. Papering was in good condition when he left, and the roof was in good shape. It was only 7 years old. He says he understands that the Custodian later re-roofed the kitchen portion. Your Lordship will note that the rents are set out as $27.00 per month plus his own suite or a total of $36.00 per month which was subsequently rented by the Custodian for $33.00, and on the basis of his opinion which is supported by the rent received, he submits that the value of the property was at least $3500.00. May I ask my learned friend to advise your Lordship of the assessment?

MR. HUNTER: The note I have, my lord, shows the land at $810.00 and the improvements at $1600.00, making a total of $2,410.00.

THE COMMISSIONER: In 1942?

MR. HUNTER: It doesn't say, my lord, that is just what I am trying to check at the moment. However, I see in 1944 the same amount is assessed. Whether that is taken from the 1944 tax bill, I don't know.

THE COMMISSIONER: It probably would not be later than 1944, in any case.

MR. CHERNIACK: I have in my possession two insurance policies, showing that each property had been insured by the claimant at $1500.00 for each of the buildings. I don't think your Lordship would like them filed as exhibits.

THE COMMISSIONER: You don't question the fact, Mr. Hunter? I take it that so much insurance was being carried.

10 MR. HUNTER: No, my lord.

MR. CHERNIACK: I will file as Exhibit 3, my lord, the personal chattels statement.

(STATEMENT MARKED EXHIBIT NO. 3).

MR.CHERNIACK: On behalf of my learned friend I will file his analysis as Exhibit 4. In preparing Exhibit 3, my lord, we found that the claimant had set values opposite the chattels based on the present replacement value, and you will find, therefore, that we have substantially reduced the

20 amount. Exhibit 3 sets out the full statement of the chattels claimed, and although there is no total your Lordship will find that these figures now correspond with the pencilled notations on the analysis sheet.

THE COMMISSIONER: I understand that neither of the appraisers are very complimentary about the condition of this place.

MR. CHERNIACK: I didn't see anything there that I would take to be complimentary, my lord.

30 THE COMMISSIONER: At what price did the property sell

again?

MR. HUNTER: $1600.00, my lord. And that

THE COMMISSIONER: And that was in 1944, was it not? It must have been after these appraisals?

MR. HUNTER: August 25th, 1944, my lord.

THE COMMISSIONER: Yes.

MR. CHERNIACK: Exhibit 3, my lord, sets out the chattels individually, showing the time of purchase, price paid, and the estimated value at date of evacuation. It sets out that all of these goods claimed with the exception of those included in the lease to Singh were stored in one room in the upstairs of the house, No. 1023 Auckland Street. The room door was locked and the key given to the Custodian. He apparently wrote to the Custodian about his brother's framed picture and asked him to forward it to him. The Custodian answered that he couldn't locate it. The remarks of the Custodian in Exhibit 4 in relation to the chinaware is that the chinaware was hidden and never found. The claimant states that it is not the chinaware that was buried behind the woodshed. No claim is being made in respect to the buried chinaware and silverware. As to the three carpets, (linoleum), they were set out in a list which his wife handed to the Custodian's representative when her J.P. form was typed, and she declared both the realty and chattels as he was then in a road camp. The three carpets (linoleum) are also listed in the lease dated the 11th of May, 1942, of his property (and certain of the

chattels) at 1023 Auckland Street, New Westminster, B.C., which lease was given to the Custodian.

Perhaps I should ask my learned friend to file the lease.

THE COMMISSIONER: To what end?

MR. CHERNIACK: To show that the Custodian having had the lease was fully aware of these rugs having been declared.

THE COMMISSIONER: Are you contending that any of these
10 chattels were not declared?

MR. HUNTER: I think we will claim that.

THE COMMISSIONER: So far as the carpets are concerned,-- well, put your lease in then. Is that lease by the Custodian or the claimant?

MR. CHERNIACK: By the claimant.

Q Witness, is this the lease which you completed with Naranjan Singh?

MR. HUNTER: I think it was his wife that did that.

MR. CHERNIACK: Q: Is this your wife's signature?

20 A Yes.

MR. CHERNIACK: I file as Exhibit 5 the lease dated May 11th, 1942, between Hatsu Baba, wife of Teijiro Baba, and Naranjan Singh.

(LEASE MARKED EXHIBIT NO. 5).

MR. CHERNIACK: And I would like to draw your Lordship's attention to the fact that one of the clauses of the lease recites the following furniture as left in this duplex, and is included in the rental andmust be returned to the lessor at the expiration
30 of lease in good condition; and included in that

list is the item"3 rooms carpet"; following that list is a notation, "One room in this house is reserved for the storage of furniture", and there is a pencilled notation on this lease stating that the furniture is stored in three rooms of 1023 Auckland Street and that a Mr. Noble has the keys, and the initials are "R.B.M."

THE COMMISSIONER: A copy of the lease was furnished to the Custodian?

10 MR. CHERNIACK: The original lease was furnished to the Custodian and attached to, or forming part of the lease, is a letter from the claimant to the Custodian dated June 19th, 1942. That is a month after the date of the lease. The letter reads,

"Dear Sir: I have at hand your letter of June 13th in regards to the terms of lease drawn up by my agent, Messrs. A.N. McIntosh and signed by my wife.

"The terms of lease is quite satisfactory except for one part regarding the period of lease.

20 I wish it to be: 'for a period of not morethan one year and I having the power to recover full claim of the property at any time by giving the lessee one month previous notice.' Please make this change.

"Please forward the revenue of this property to my wife.

"Thanking you; I remain."

MR. CHERNIACK: May I ask my learned friend to produce the letter dated June 13th, which he had sent to

30 the claimant? It is our submission, my lord, that the

Custodian, by taking over the lease and by being fully aware of it, assumed responsibility of the goods.

THE COMMISSIONER: In any case, he had notice of their presence.

MR. CHERNIACK: Yes, my lord. This letter, my lord, which is referred to in a reply by the claimant, is sent from the office of the Custodian to the claimant on June 13th, 1942, and reads, "In connection with your property at 1023 Auckland Street, New Westminster, we have received a lease drawn up by your agent Messrs. A.N. McIntosh Limited and signed by your wife, Hatsu, leasing this property to one Naranjan Singh for a period of one year from May 11, 1942, at a monthly rental of $18.00. Will you please confirm if this is satisfactory to you and if it is in order to pay the revenue of this property to your wife?"

(LETTER MARKED EXHIBIT NO. 6).

MR. HUNTER: It is submitted, my lord, that the real property was sold for its fair market value. It is submitted, my lord, that the personal property sold was sold for its fair market value. It is further submitted, my lord, that the personal property was left in the custody of some person other than the Custodian, and that only the property that came under the control and management of the Custodian is subject to claim, and comes within the terms of reference.

It is submitted that the personal property

not sold by the Custodian and claimed is exorbitant.

CROSS-EXAMINATION BY MR. HUNTER:

Q Is this your signature? That is your signature by your wife, is it? That is a form made out on your behalf by your wife, is it not?

THE COMMISSIONER: Will you conduct your conversation in Japanese so the people in the back of the room may hear you?

10 MR. HUNTER: Q: I am merely asking him if that form was made out on your behalf by your wife?

A I don't know.

Q Do you know your wife's signature? Is that your wife's signature on both of these forms?

A Yes.

Q These are two forms, both made out by your wife? They are both of even date; one is made out by his wife on behalf of the claimant, on behalf of Mr. T. Baba, and the other one is hers. She shows no

20 chattels on his behalf, and the fact of the whole thing is, it is her J.P. form that shows any personal property. Did you authorize your wife to make a declaration as to property on your behalf?

A No.

Q Did you ever make a declaration as to your property?

A No.

MR. HUNTER: I don't suppose there is much point in filing that one on his behalf, but I do suggest the one of the wife should go on file.

30 THE COMMISSIONER: In view of his answer, isn't the

evidence to the effect that no declaration has been made on his behalf?

MR. CHERNIACK: I submit the evidence will show that no declaration was made with his authority and may yet have been made on his behalf.

THE COMMISSIONER: I don't want to put the Government in the position of taking any advantage of any technical situation which may have arisen.

Is your cross-examination of any length here, Mr. Hunter?

10

MR. HUNTER: I don't think it will be very long, my lord.

THE COMMISSIONER: Do you think it might be wise to let his counsel discuss the situation with him before you proceed with your examination?

MR. HUNTER: It might be, my lord.

THE COMMISSIONER: Very well, I will recess for 10 minutes and that will give you an opportunity to discuss the situation with Mr. Cherniack.

(PROCEEDINGS ADJOURNED; AFTER SHORT RECESS PROCEEDINGS RESUMED)

20

TEIJIRO BABA, resumed the stand, testified further as follows:

THE COMMISSIONER: Yes, Mr. Hunter, are you ready to proceed?

MR. HUNTER: Yes, my lord.

I presume, in view of the claimant's denial of authority of anyone to make a J.P. form for him, we should file his wife's J.P. form.

THE COMMISSIONER: I think, in fairness to him, it should be done, and it is open to counsel to re-examine if

30

he wishes to do so.

(J.P. FORM MARKED EXHIBIT NO. 7).

MR. HUNTER: While these letters may not be proof of the facts contained there, in my lord, I think they will certainly indicate the Custodian's attitude towards the question. One is addressed to Messrs. A.N. McIntosh Limited, and one to Messrs. Alfred W. McLeod, Ltd.,

THE COMMISSIONER: I will receive them, not in proof of the facts, but just for information in order that the claimant's counsel may bring out what evidence he desires relating to the contents of the letters.

MR. HUNTER: This is to A.N. McIntosh Limited.

"Dear Sirs: Re: Baba (Hatsu) Mrs. Teijiro.

We have received a lease given by the above party on property declared by her husband, Teijiro (Our file #7837) to Naranjan Singh for a monthly rental of $18.00. We understand Baba wishes you to attend to the rental of the property.

In regard to the personal property which is not included in the lease, it willbe necessary for you to see that these are safely secured and the key kept in your possession."

And a letter of the same date to Alfred W. McLeod, Ltd., re: Baba (Hatsu) Mrs. Teijiro.

"We are in receipt of your letter of June 1 returning JP form in connection with the above party as she has requested Messrs. A.N. McIntosh to handle her affairs. Please accept our thanks for your efforts on our behalf. Yours truly".

(2 LETTERS MARKED EXHIBIT NO. 8).

MR. HUNTER: And the next letter is a letter from A.N. McIntosh, Limited, dated September 25th, 1942, to Mr. F.G. Shears, Esq., Assistant Manager, Office of the Custodian, Vancouver, B.C.

"Dear Sir: Re: File No. 7837 - T. Baba:

We have now rented the other part of 1025 Auckland Street to N. Singh at a totalrental of $15.00 for the house. He pays $18.00 for 1023 Auckland Street and $15.00 for 1025 Auckland Street from the 1st of October.

We have run into considerable difficulty with the plumbing at 1025 Auckland Street. We are enclosing a diagram of the house and it will show you the condition of affairs. No. 1023 is connected with a sewer, No. 1025 is connected to a cesspool which is now filled and overflowing. The City health authorities were down this week and they state it will have to be attended to. We have had F.C. Lindsay, plumber, down to look it over and he states in order to connect up with the sewer on Auckland Street, it will cost $78.00.

It seems as if this work will have to be done;; otherwise, the property will have to be vacated.

We await your instructions in connection with this property."

And there is a diagram attached to this letter.

THE COMMISSIONER: That might be added to Exhibit 8.

MR. HUNTER: Very well, my lord. And another letter of October 14th, 1942, from A.N. McIntosh Limited,

to the Custodian's Office.

"Dear Sir: Re: File No. 7837 - T. Baba.

With further reference to your letter of September 30th, may say if T. Baba has not forwarded you a cheque for the plumbing work required, the Hindu is quite prepared to advance this money on his rent account so that the work can be proceeded with.

The roof on the kitchen part of his house is in a terrible state. He simply has to have pans and dishes scattered over the floor to catch the water when it rains. This work should certainly also be attended to but it is going to cost in the neighbourhood of $30.00 to re-shingle the kitchen part of the roof. He would also advance this money on rent but he would like to have the Jap's consent to it in the first place. Yours very truly."

THE COMMISSIONER: That also may be added to Exhibit 8.

MR. HUNTER: In view of the fact, my lord, that Exhibit 3, the personal property statement, has expanded the claim as originally made, the original analysis is fairly effective up to a certain point, but beyond that it is very difficult to give anything exact. It would obviously take some hours to go over the long list of tools and other furniture and silver and chinaware and arrive at some sound conclusion.

THE COMMISSIONER: That, perhaps, is a matter which you can deal with when putting in the Government's defence.

MR. HUNTER: I think it would be, my lord, rather than give it in a dismal sort of fashion now.

THE COMMISSIONER: You may do so, but furnish a copy to the claimant's counsel and if the claimant's counsel disagrees with the position taken by the Government he will be free to reply by affidavit, if he wishes to do so; a copy to be forwarded to counsel as well as to the Secretary.

MR. HUNTER: I think it will be noted, my lord, that the kitchen stove, which is the largest item on there, was one of the items included in the lease.

THE COMMISSIONER: He is claiming $75.00.

MR. HUNTER: Yes, my lord, there were a number of items included in that lease which was filed as Exhibit 5, and I think the question of possible deterioration comes in there.

MR. CHERNIACK: Yes.

MR. HUNTER: There are no further questions, my lord.

THE COMMISSIONER: Mr. Cherniack, you have got certain information, particularly in Exhibit 8. If you wish to re-examine on the facts set out in these letters, you are free to do so. Perhaps you prefer to leave it to have some further evidence adduced at a subsequent time.

MR. CHERNIACK: My lord, as to the letters, there is only the matter of argument, and this is not the place for it. I do not think there is any further evidence to be brought out except that which my learned friend will bring in support of some of the exhibits he has filed in that connection. The only thing left

for me to do is to carry forward the discussion which my learned friend had in regard to this J.P. form. I would like your permission to read into the record the items set out in the lease. It is just a short list.

THE COMMISSIONER: Very well.

MR. CHERNIACK: That will be from Exhibit 5. The chattels included in the lease are: "1 kitchen stove, 1 heater stove, 1 wardrobe, 4 dressers, big kitchen food wood cabinet, 3 big tables, 3 rooms carpet, 11 shades, 67 curtain rods, ice-boxes, 1 big dresser mirro, 1 map worth $7.50;"

RE-DIRECT EXAMINATION BY MR. CHERNIACK:

Q Mr. Baba, when did you leave Vancouver?

A March 11th, 1942.

Q And where did you go? A: Blue River.

Q Whom didyou leave at home?

A I left my wife and 8 children at home.

Q Was your wife left in charge of whatever you had there? A: Yes.

Q Were you ever requested tofill out a J.P. declaration f form such as you were shown by Mr. Hunter, a form of this nature? A: I don't know. My wife had to leave the protected area when I was leaving for the camp, so I never left instructions with my wife what to do with the property and after I met my wife later I heard she had to fill these forms out.

Q Were you ever asked to fill out a form of this

nature? A: No.

Q Has your wife reported to you what she did in filling out the form?

A I heard it when I met the wife.

Q Were you satisfied with what she didfor you?

A Yes.

MR. CHERNIACK: Thank you, my lord.

THE COMMISSIONER: Any furtherquestions, Mr. Hunter?

MR. HUNTER: No, thank you, my lord.

10 THE COMMISSIONER: That is all; thank you, Baba.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

Mark H. Pearce

"MARK H. PEARCE"
Official Reporter.

20

30

Case 962

ACKNOWLEDGED

FORM FOR CO-OPERATIVE COMMITTEE

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

This form containing the same material as the form to be sent to the Custodian's office is to be sent to either your National Japanese Canadian Citizens Association provincial chapter organization or the regional Co-operating Committee as listed.

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

(1) NAME Baba (Print) Surname Teijiro Given Name (RCMP) Reg. No. 08449

(2) Pre-Evacuation Address 1023 Auckland St., New Westminster, B. C.

(3) Present Address Camp 72, Neys, Ont.

(4) REAL ESTATE

(a) Street Address (if any) 1023 Auckland St., New Westminster, B. C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.)
Lot # 17, Block #36

(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 - - - - - - - - - - - - - - - - $ ~~1,000.00~~
(ii) Buildings 2 houses, 1 garage, 1 woodshed $ ~~3,000.00~~ 3500
(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable - - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ ~~4,000.00~~ 3500
(v) Amount at which Custodian sold property and credited your account - - $ 1,600.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ ~~2,400.00~~ 1900-

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation At 1023 Aukland St., New Westminster, B. C.

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

(c) How stored or packed at time of evacuation Stored in one room of house-- locked.

(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") Everything was left in care of H. N. McIntosh of New Westminster, B. C.

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

1.	Carpenter's Tools	Estimated Value $ 300.00
2.	7 pictures in frames	Estimated Value $ 60.00
3.	Garden tools	Estimated Value $ 25.00
4.	2 Screw jacks	Estimated Value $ 30.00
5.	7 bed sets	Estimated Value $ 150.00
6.	Other furniture	Estimated Value $ 200.00
7.	Kitchen stove	Estimated Value $ 135.00
8.	2 Heater stoves	Estimated Value $ 40.00
9.	3 Carpets	Estimated Value $ 35.00
10.	Silverware, and Chinaware ($75.00)	Estimated Value $ 75.00
		Estimated Value $ 100.00

TOTAL CLAIM FOR PROPERTY LOSS $ ~~1150.00~~ 643.05

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.

5610
586.95

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ ~~3550.00~~ 2486.95

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

Winnipeg (prefer Fort William)

(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)
of)
TO WIT:)

I, Teijiro Baba of the village of Neys in the province of Ontario

Not declared

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 Ft William in the province of Ontario this 21 day of april. A.D. 1948

Teijiro Baba

John W. G. Hunter

A Commissioner &c. prov. of Ontario.

T. BABA
(Claimant's Name)

REAL ESTATE
(Other than farm)

08499
Reg. No.

Type of Premises (e.g. House, Store, etc.)	No. of Rooms	Type of Finish	Use of Premises	Size of Lot	When Purchased	Date of Purchase
1023-1025 Auckland St., New Westminster, B.C. One duplex - 2 stories. One house -rear of lot - 2 stories Duplex 28 x 40 - House 24 x 48	Duplex - each suite 7 rooms 14 rooms in all. House - 2 three room suites- 6 rooms in all. One toilet serves both duplexes. One toilet serves the 2 three room suites	Duplex- Frame on posts, shingle roof, lath and plaster, fir floors. House - Frame on posts, shingle roof, shiplap papered, fir floors.	2 Duplex Suites 2 - 3 room suites	66 x 130 m - 1	1933	

Type of Locality	Cost Price	Improvements made by Claimant	Estimated Value Date of Sale
Fair working class residential locality about 1/2 Oriental and 1/2 Occidental.	$1200.00 (including house 1023 duplex house)	(1) Erected rear house (1025) in 1934 approximate cost - materials $1000.00 Labour (hired and own) about $800.00 Total approximate cost $1800.00. (2) The Custodian charged my account with $142.80 for special repairs done by him which I believe included connecting up rear house with city sewer, re: roofing etc.	$3500.00 (land and buildings)

Comments re upkeep of premises:
All necessary repairs were attended to as required.

Comments re Appraiser's report not covered above: This is a fair residential locality for working people. The front building is old. I had replaced the foundation posts of the front house and the foundation was solid and had not given away when I was evacuated and there was no sagging or uneveness of floors. This house was not dilapidated but was in fair repair when I left. The rear house was of fair construction for the locality, - papering was in good condition when I left and roof was in good shape (only 7 years old). I understand that the Custodian later re-roofed the kitchen portion. I believe the valuation at $1600.00 and $1770.40 are much under a fair value for this property. When i lived in the property I occupied one of the duplex suites and rented the other for $9.00 per month. The suites in the rear house were rented for $9.00 each - a total revenue of $27.00 per month. (or $36.00 per month had I rented and not occupied my suite). I understand the Custodian rented the front house for $18.00 and the rear house for $15.00 to Mr. N. Singh later in 1942. I consider that this property was worth at least the sum of $3500.00 when sold ~~xxxxx~~ in August 1941.

EXHIBIT No. 962-1
DATE 21 apl 1948
FILED BY
[illegible]

Teijiro Baba
Signature

TELEPHONE 106

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

609 COLUMBIA STREET,
NEW WESTMINSTER, B. C.

Your File: 7837.
Catalogue No. 633.

June 30, 1944.

EXHIBIT No. 962-2
DATE 21 April 1948
FILED BY Sm. Chernack

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

APPRAISAL.
RE: 1023-1025 Auckland St., N.W.

Dear Sir:

This is a large old house located on Pt. of the SW¼ of Lot 17, Block 36, Map 2620 which lot measures 66' X 131.64'. It is close to the industrial area in a poor residential location. The exterior measures 48' X 30' and is siding. The shingle roof is very poor.

The interior consists of thirteen rooms and is rented by a Hindu who sublets the top storey, six rooms. The plaster and paper are loose and in places have come off entirely. There is one toilet in the house and two kitchen sinks, no other plumbing. It is heated by stoves and there is city light and water. The floors are sagged and uneven because the foundation has given away. The front verandah is not safe to walk on and the entire place is in a dilapidated condition. In addition to this there is a building at the rear.

This second is an unpainted and extremely cheaply built structure 48' X 24' divided into two three roomed suites and rented to Mrs. Warr and Mrs. Tice. There is one toilet and a sink in each side. The paper is loose and cracked. The foundation is fair (posts set on large stones), floors are good, and the roof is poor. It is served by city light and water and heated by stoves. The entire building is badly weather beaten and badly in need of paint and poorly situated on a steep grade.

VALUATION:

First House.....	$1080.00
Second House.....	690.40
	$1770.40

Yours very truly,

COULTHARD, SUTHERLAND & CO. LTD.,

F. H. Coulthard.

Copy made for Valuation file.

633

WESTMINSTER TRUST COMPANY

NEW WESTMINSTER, B.C.

INSPECTION AND VALUATION REPORT

Property: Catalogue No. 633

Location: 1023 - 1025 Auckland Street.

Lot Size: 66 x132 Dwelling size: 38 x 26

Type of Building: Frame duplex.

Basement: no

Foundation: post

Number of rooms: fourteen (14)

Living room	yes (two)
Dining room	yes (two)
Bedrooms	yes (eight)
Kitchen	yes (two)
Bath	---
Toilet	yes

Electric Light: yes Water: yes

Condition of Dwelling: poor

Outbuildings: garage and woodshed. Very poor.

Heating:;; none

Grounds: poor & crowded.

Remarks: very poor building. Should be condemned.

Date: April 27, 1944 Valued at $1000.00

Valuator: R. Alstead.

Copy made for Valuation File

W. D. BOWDEN
MANAGER

TELEPHONES: 771 AND 772
CODES: BENTLEY'S

WESTMINSTER TRUST COMPANY

HEAD OFFICE
NEW WESTMINSTER, B. C.

PLEASE ADDRESS ALL COMMUNICATIONS
TO THE MANAGER

July 6th, 1944

Real Estate Dept

F. G. Shears, Esq.,
Director,
Office of the Custodian,
506 Royal Bank Building,
675 West Hastings Street,
Vancouver, B. C.

Dear Sir:-

Re: Catalogue No. 633
1023 - 1025 Auckland St.
Your File No. 7837

Replying to your letter of July 5th re the above, I wish to advise that there is just one large duplex dwelling fronting on Auckland Street, having two separate entrances and numbered 1023 and 1025 according to the description in the catalogue.

However, there is another old building at the back of the lot which I did not think was on the same property at the time of making my valuation and which I now find occupies part of the property. This building is 24 ft by 46 ft, of frame construction, post foundation, has been roughly converted into two, three room suites each having cold water and sink in kitchen, and electric light. One flush toilet on back porch is available and used by both tenants. The living conditions here are very poor. The property should be condemned accordingly. I place a valuation of $500.00 on this building, making a total of $1500, on catalogue No. 633.

Yours truly,

WESTMINSTER TRUST COMPANY,

Copy made for Valuation File

Robert Ashwell
Manager Real Estate Dept.

RA/DM

T. BABA
(Claimant's Name)

PERSONAL CHATTELS

08449
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
6 framed pictures (oils) (one 3' x 4' - others smaller)	From time to time	Second hand	$30.00	Good	$15.00
1 family portrait (brother) Frame (ornamental) Enlargement of picture	1941	New	25.00	Good	20.00
2 Screw Jacks - one 8"	1935	New	7.00		5.00
one 14"	1935	New	25.00		15.00
7 bed sets -					
4 double steel panels with springs and mattresses	One double bed new 1941		13.00		10.00
3 single double panels with springs and mattresses	Rest second hand	3 x 4 =	12.00		10.00
		3 x 2.50 =	7.50		
Kitchen stove	Dec. 1939	New	104.00		75.00 included in lease
2 Heater stoves	one 1937 (wood)	Used	17.00		5.00
	one 1938 (coal)	Used	14.00		10.00
3 pieces of linoleum					
2 bedroom 9 x 12 rach	1936	New	10.00		5.00
1 living room 14 x 18	1941	New	16.00		10.00

EXHIBIT No. 962-3
DATE 21 Apl-1948
FILED BY C. M. McLennack

Silverware and Chinaware, Garden tools, Carpenter tools, other furniture - see lists attached hereto.

Description of Storage of Goods: All of the goods claimed with the exceptions of those included in lease to Singh were stored in one room in the upstairs of my house No. 1023 Auckland St., New Westminster, B.C. Room door locked and key given to Custodian.

General Statement as to Chattels not Described above: All chattels claimed for are noted on this sheet and on the itemized list attached hereto; with estimated values. Also set out on Custodian's analysis of personal property form.

Additional Comments, if any: I wrote the Custodian about my brother's framed picture and to forward it to me. He answered that he could not locate. The chinaware claimed is not the chinaware I burried behind the woodshed (as to which I advised Custodian in a letter dated February 26th, 1947. No claim is being made in respect to the burried chinaware and silverware. As to the 3 carpets (linoleum) they were set out in a list which my wife handed to the Custodian.'s representative when her J.P. form was typed. She declared both my realty and chattels as I was then in road camp. The 3 carpets (linoleum) are also listed in lease, dated 11th May, 1942 of my property (and certain of the chattels) at 1023 Auckland St., New Westminster, B.C. which lease was given to the Custodian.

In estimating values, I have allowed for depreciation.

Signature
Teyiro Baba

BABA, Teijiro.

CHATTELS - Itemized list of "CARPENTER TOOLS"

		Estimated values
1. Carpenter Tools		
6 saws	35.00	
4 Hammers	7.50	
2 Big Squares	7.50	
2 Small Squares	4.00	
2 Levels	2.50	
6 Wrenches (6 inches - 12")	15.00	
4 Screw Drivers	4.50	
3 Plyers	3.50	
1 Auger	6.00	
1 set Auger Bit	8.00	
2 Clamps	6.00	
1 Extension Bit	4.00	
5 Ordinary Plane	25.00	
1 Hack Saw	4.00	
2 Crow Bar	2.50	
1 set Moding Plane	5.00	
3 Pipe Wrench	15.00	
2 Vice	14.00	
2 Ruler 100 ft. tape		
6 ft. tape	10.80	$ 179.80
2. Garden Tools		
3 Shovels (big	7.50	
2 Small Shovels	2.00	
1 Matock	2.50	
1 set Rubber Hose (100 ft)	6.00	
2 Rakes	2.50	
2 Hoes	2.00	
1 Scissors	1.25	
4 Axes	10.00	$ 33.75
3. Other Furnitures		
4 Dressers	48.00	
1 set Dining Table	24.00	
2 Closet	10.00	
2 Cabinets	30.00	
1 Ice Box	6.00	
2 Tables	11.00	
2 Book Case	6.00	
1 set Tables and Chairs	30.00	$ 165.00
4. Silverware and Chinaware		
4 piece Japanese dishes	11.00	
1 set small dishes	18.00	
1 set "Chawan Mushi"	20.00	
2 doz. Forks	1.50	
7 Kitchen Knives	8.00	
2 doz Spoons	2.00	
100 piece Japanese Saucers	6.00	
1 Tea Set	6.00	
2 Silver Flower Stand	12.00	$ 84.50

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 7837 EXHIBIT No.

NAME Teijiro BABA

REG. No. 08449

DATE	INVENTORY	DETAILS OF CLAIM		SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION 6th May, 1942	TAKEN BY						
EVACUATION March 11/42.	DATE						
"JP" Declaration Form Teijiro BABA Reg. 08449 Personal Property Owned: Nil	Amended	PERSONAL PROPERTY (a) At 1023 Aukland St., New Westminster B.C. (b) In own house. (c) Stored in one room of house - locked. (d) Everything was left in care of H.N. McIntosh of New Westminster, B.C.					
"JP" Declaration Form Wife- Hatsu BABA - File No. 7869 - Reg. No. 08168			Estimated Value				
Chattels declared by wife	179 80	Carpenter's Tools	300.00	T .50			
	35 -	7 pictures in frames	60.00	F 1.75			
	33 75	Garden tools	25.00	T 3.50			
	20 -	2 Screw Jacks	30.00				
	20 -	7 bed sets	150.00	.50			
A little household furniture	165 -	Other furniture	200.00	F 1.50	F 4.00		
	75	Kitchen stove	135.00				
kitchen untensils	15 -	2 Heater stoves	40.00				
chinaware	15 -	3 carpets	35.00				
carpenter tools	84 60	Silverware, and Chinaware ($75.00)	75.00	K 9.50			
Beatty Washing Machine			100.00				
Gramaphone	643 05	TOTAL CLAIM FOR PROPERTY LOSS.	1150.00	- (Total Correct)			
150 records							
electric clock	56.10						
2 kitchen stoves							
1 electric plate	586.95	Also sold at Auction:					
electric iron		Boxes of sundries etc.		Misc. 16.85			
In the house at 1023 Auckland St., New West.				$52.10	$4.00 - $56.10 TOTAL.		

EXHIBIT No. 962-4
DATE 21 apl 1948
FILED BY
J. W. G. Arnter

No. 7837 EXHIBIT No. I CASE No.

No. 08449 VENUE Fort William

SALES TION	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD		REMARKS
.50									Some noted under garden tools.
1.75									3 pictures and a sleigh.
3.50									Sold as "Lot of Tools"
									Probably included in "Lot of tools"
.50									
1950	F 4.00				x				No Value
						x			Only one heater listed.
				x					
9.50						x			
						x			Chinaware hidden; never found
Total Correct)									
16.85									
$52.10	$4.00	- $56.10 TOTAL.							

Form No. 9. HOUSE LEASE. 1-41. The Clarke & Stuart Co. Limited, Law Printers and Stationers, Vancouver, B.C.

This Indenture,

made in duplicate the Eleventh day of May in the year of our Lord one thousand nine hundred and forty-two.

In Pursuance of the "Short Forms of Leases Act"

Between

HATSU BABA (Wife of TAIJIRO BABA) of 1023 Auckland Street, City of New Westminster, Province of British Columbia.

Insert full Name, Street Address and Occupation of each Party.

hereinafter called the "lessor" of the FIRST PART; and

NARANJAN SINGH (Millworker) of 1023 Auckland Steet, City of New Westminster, Province of British Columbia.

hereinafter called the "lessee" of the SECOND PART;

WITNESSETH, that the said lessor doth demise unto the said lessee, his executors, administrators and assigns, ALL AND SINGULAR that certain parcel or tract of land and premises, situate, lying and being in the City of New Westminster in the Province of British Columbia, more particularly known and described as follows:—

Dwelling being No. 1023 Auckland Street, being on the front of the South-Westerly Quarter of Lot Seventeen (17), Block Thirty-Six (36), Map 2620; having a frontage of 66 feet on Auckland Street and a depth of half the depth of said Lot Seventeen (17).

The following furniture is left in this Duplex house and is included in the rental and must be returned to the Lessor at the expiration of the Lease in good condition,-

1 Kitchen Stove
1 Heater Stove
1 Wardrobe
4 Dressers
Big kitchen food wood cabinet
3 Big Tables

3 rooms carpet
11 Shades
7 Curtain Rods
Ice Boxes
1 Big Dresser Mirror
1 Map woryh $7.50.

One room in this house is reserved for the storage of furniture.

Furniture is stored in 3 rooms of 1023 Auckland St
Mr Noble has the keys.
NSM.

EXHIBIT No. 962-5
DATE 21 apl 1948
FILED BY Sm Chrimack

From the Eleventh day of May
one thousand nine hundred and forty-two for the term of One Year
thence ensuing.

YIELDING therefor during the said term the monthly rent of EIGHTEEN . . . . . .
. . . . . .XX/100 dollars ($ 18.00)
of lawful money of Canada, payable on the following days and times, that is to say:

On the ELEVENTH day of Each and Every month.

These retnals are payable at the office of A. N. MacINTOSH, Ltd., 28 Lorne Street, New Westminster, B.C.

owner pays Water
See McIntosh's ltr Aug. 11/44.

THAT the said lessee covenants with the said lessor to pay rent; **AND** to pay rates for water, electric light, gas and telephone.

AND to repair; **AND** to keep up fences; **AND** not to cut down timber;

AND the said lessor may enter and view state of repair, **AND** that the said lessee will repair according to notice.

THAT the said lessee will not use premises as a shop.

AND will not assign without leave. And will not sub-let without leave.

AND that he will leave premises in good repair.

AND that he will not carry on any business that shall be deemed a nuisance on the premises.

It is understood and agreed that the Lessee will have the privilege of renewing this Lease from year to year for the duration of the War at the same rental payable on the same dates. See ltr of A. N. McIntosh Ltd June 27/47

10/8/44 Note This arrangement was changed as follows:

"for a period of not more than one year and the lessor having the power to recover full claim on the property at any time by giving the lessee one month previous notice."

PROVISO for re-entry by the said lessor on non-payment of rent, or non-performance of covenants.

PROVISO for re-entry on seizure or forfeiture of the said term.

THE said lessor covenants with the said lessee for quiet enjoyment.

PROVIDED ALV
hereby granted sh
the lessee or if th
or insolvent shall
the then current
become forfeited

AND it is hereby
shall at any time
render the same

7837

Mr. R
Assis
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Dear

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7837.

Camp Lempriere
Lempriere, B.C.

June 19, 1942

Mr. R. P. Alexander
Assistant Manager
Office of the Custodian
Vancouver, B.C.

Dear Sir:

I have at hand your letter of June 13th, in regards to the terms of lease drawn up by my agent Messrs. A. N. McIntosh and signed by my wife.

The terms of lease is quite satisfactory except for one part regarding the period of lease. I wish it to be: "for a period of not more than one year and I having the power to recover full claim on the property at any time by giving the lessee one month previous notice." Please make this change.

Please forward the revenue of this property to my wife.

Thankng you; I remain:

Yours truly

Teijiro Baba

Teijiro Baba

Parole No. 08449

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the lessee or if the lessee 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, the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term granted be burned down, or damaged by fire, or tempest, so as to render the same unfit for the purpose of the lessee then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof, according to the nature and extent of the injury sustained and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the lessor have been rebuilt or made fit for the purpose of the lessee.

PROVIDED ALWAYS and it is hereby agreed by and between the parties hereto that if the said lessee shall hold over after the expiration of the term hereby granted and the lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this document, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto, where the context or the parties so require.

IN WITNESS WHEREOF, the said parties hereto have hereunder set their Hands and Seals.

SIGNED, SEALED AND DELIVERED
In the presence of

Signature of Witness
Street Address
City or Town New Westminster, B.C.
Occupation of Witness A Notary Public in and for the Province of British Columbia

X H Baba
X Naranjan Singh

Lease signed by wife, Hatsu BABA but approved in letter to us written by Teijiro BABA.

Dated May 11th 194 2.

HATSU BABA

—TO—

NARANJAN SINGH

House Lease

(STATUTORY FORM)

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C. Form No. 9

A. N. MacINTOSH, LTD.
28 Lorne St.
New Westminster, B.C.

7837

June 13, 1942

Mr. Teijiro Baba,
Blue River, B. C.

Dear Sir:

In connection with your property at 1023 Auckland Street, New Westminster, we have received a lease drawn up by your agent Messrs. A. N. McIntosh Limited and signed by your wife, Hatsu, leasing this property to one Naranjan Singh for a period of one year from May 11, 1942 at a monthly rental of $18.00. Will you please confirm if this is satisfactory to you and if it is in order to pay the revenue of this property to your wife?

Yours truly,

GDM/GH

R. P. Alexander
Assistant Manager

Sor

EXHIBIT No. 962-6
DATE 21 apl 1948
FILED BY R. M. Bernnach

FORM "JP"

FILE No.

NEW WESTMINSTER

OFFICE OF THE CUSTODIAN

JAPANESE SECTION

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

PERSONAL INFORMATION

NAME: BABA (Hatsu) Mrs. Teijiro

HOME ADDRESS: 1023 Auckland St., New Westminster, B.C.

REGISTRATION NUMBER 08168 SEX: Female AGE: 40

OCCUPATION: Housewife

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

EMPLOYER: ---

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Teijiro

ADDRESS OF WIFE OR HUSBAND: Lempriere Camp, B.C.

NAMES OF ANY LIVING CHILDREN: Sadaki (M) Tatsuo (M) Hideo (M) Osamu (M) Kimio (F) Hamako (F) Teruko (F) George (M)

ADDRESS OF CHILDREN: 1023 Auckland St., New Westminster, B.C.

AGE OF CHILDREN: 15, 14, 11, 9, 7, 5, 3, 2

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS: None

EXHIBIT No. 962 - 7

DATE 21 Apl 1948

FILED BY W.G.Hunter

3. INSURANCE (Give particulars; state where policies are) ---

4. TAXES (Amount and where payable) ---

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) ---

6. OCCUPANCY AND LEASES (If vacant so state)

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: ---

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: ---

9. IF FARM LAND STATE CROPS SOWN ---

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: I live in my husband's house at 1023 Auckland St., New Westminster, B.C.

2. LANDLORD'S NAME AND ADDRESS: ---

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: ---

4. STATE WHEREABOUTS OF LEASE: ---

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) ---

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: ---

STATEMENT OF PERSONAL PROPERTY OWNED:

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

A little household furniture, kitchen utensils, chinaware, carpenter tools, in the house at 1023 Auckland St., New Westminster.

Beatty Washing Machine, Gramaphone & 150 records, electric clock, 2 kitchen stoves, electric plate, electric iron.

"See letter dated Aug.22/42 re condition of this house."

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

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

FORM "JP

FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

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

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

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

None

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: $500. Policy No. M6724140 in the Prudential Life Ins. Co. Beneficiary my husband, Policy in my possession.
$500. for my son Sadaki in the Prudential Life Ins. Co. Policy No. M6734717 in my possession. Beneficiary my husband.

10. INTEREST IN ANY ESTATES OR TRUSTS None ($1000 30-year endowment policy in the Confederation Life Ins. Co. for my son Sadaki. Beneficiary my husband. Policy No. X558185 in my possession.

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

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

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

Dated this 6th day of May 1942

(Signature) "H. Baba"

"F.T.Williams"
Witness

FOR DEPARTMENTAL USE

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

June 16, 1948

M. Wardell

F.M.

962 - 8

EXHIBIT No. 21 April 1948
DATE
FILED BY J.W.G. Hunter

7869

June 13, 1942

Messrs. Alfred W. McLeod Ltd.,
50 - Sixth Street,
New Westminster, B. C.

Dear Sirs:

Re: BABA, (Hatsu) Mrs. Teijiro

We are in receipt of your letter of June 1 returning "JP" form in connection with the above party as she has requested Messrs. A. N. McIntosh to handle her affairs.

Please accept our thanks for your efforts on our behalf.

Yours truly,

R. P. Alexander
Assistant Manager

GDM/GH

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

June 15, 1948.

F.M.

7869

June 13, 1942

Messrs. A. N. McIntosh Limited,
28 Lorne Street,
New Westminster, B. C.

Dear Sirs:

Re: BABA, (Hatsu) Mrs. Teijiro

We have received a lease given by the above party on property declared by her husband, Teijiro, (our File #7837) to Naranjan Singh for a monthly rental of $18.00. We underatand Baba wishes you to attend to the rental of the property.

In regard to the personal property which is not included in the lease, it will be necessary for you to see that these are safely secured and the key kept in your possession.

Yours truly,

R. P. Alexander
Assistant Manager

GDM/GH

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

June 15, 1948. M. Alexander

F.M.

A. N. MacINTOSH, LIMITED
Real Estate, Mortgage Loans, Insurance

New Westminster, B. C.

September 25, 1942.

F. G. Shears, Esq.,
Assistant Manager,
Office of the Custodian,
Vancouver, B. C.

Dear Sir:

Re: File #7837 - T. BABA

We have now rented the other part of 1025 Auckland Street to N. Singh at a total rental of $15.00 for the house. He pays $18.00 for 1023 Auckland Street and $15.00 for 1025 Auckland Street from the 1st of October.

We have run into considerable difficulty with the plumbing at 1025 Auckland Street. We are enclosing a diagram of the house and it will show you the condition of affairs. No. 1023 is connected with a sewer, #1025 is connected to a cesspool which is now filled and overflowing. The City health authorities were down this week and they state it will have to be attended to. We have had F. C. Lindsay, plumber, down to look it over and he states in order to connect up with the sewer on Auckland Street, it will cost Seventy-Eight Dollars ($78.00).

It seems as if this work will have to be done; otherwise, the property will have to be vacated.

We await your instructions in connection with this property.

Yours very truly,

A. N. MacINTOSH, LTD.

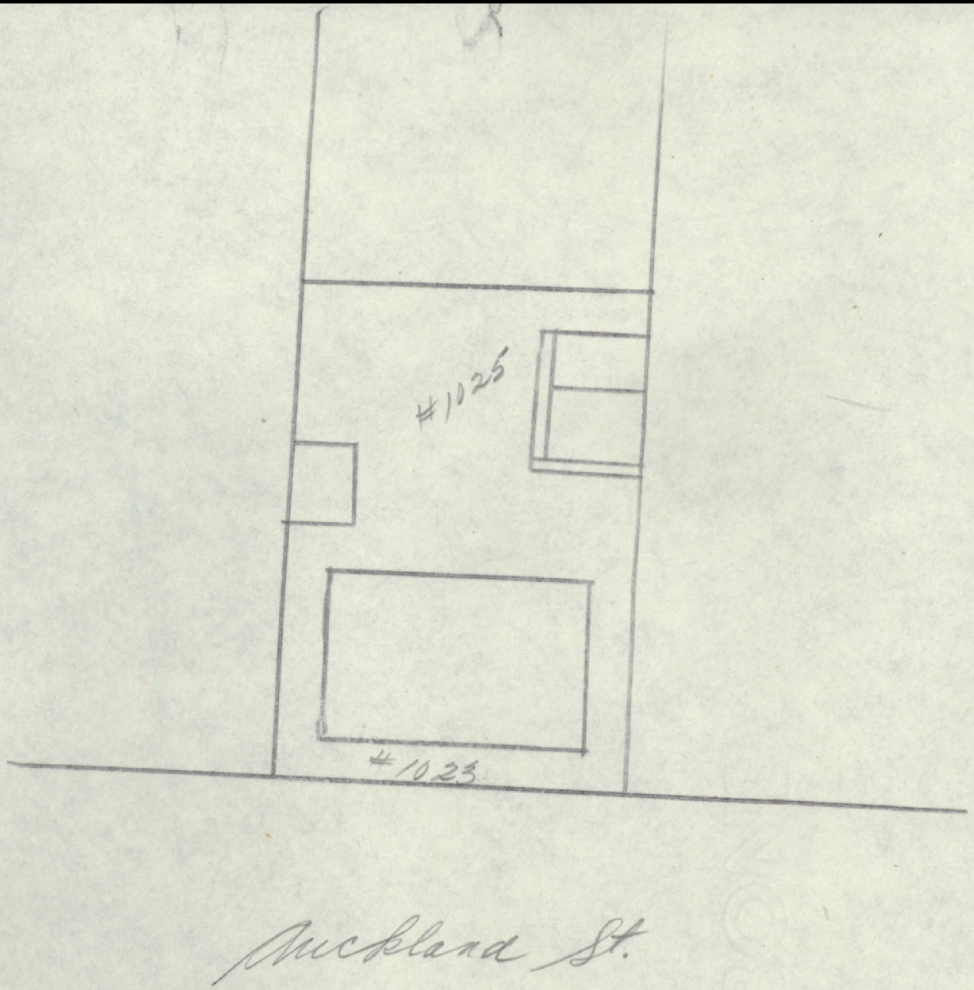
"A. N. MacIntosh"
President.

ANM/BT
Encl.

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

June 15, 1948 Mulanstace

F.M.


#1025
#1023
Auckland St.

A. N. MacINTOSH, LIMITED
Real Estate, Mortgage Loans, Insurance

New Westminster, B. C.

October 14, 1942.

G. D. Milsom, Esq.,
Administration Department,
Office of the Custodian,
Vancouver, B. C.

Dear Sir:

Re: File #7837 - T. Baba

With further reference to your letter of September 30th, may say if T. Baba has not forwarded you a cheque for the plumbing work required, the Hindu is quite prepared to advance this money on his rent account so that the work can be proceeded with.

The roof on the kitchen part of his house is in a terrible state. He simply has to have pans and dishes scattered over the floor to catch the water when it rains. This work should certainly also be attended to but it is going to cost in the neighbourhood of $30.00 to re-shingle the kitchen part of the roof. He would also advance this money on rents but we would like to have the Jap's consent to it in the first place.

Yours very truly,

A. N. MacINTOSH, LTD.

"A. N. MacIntosh"
President.

ANM/BT

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

June 15, 1948

M Sandell

F.M.

December 17th 1947.

Mr. Teijiro Baba, Reg.No.08449,
Camp 72,
Nuys, Ont.

Dear Sir,

Referring to your letter of November 22nd,- We have to advise you that you did not enclose your claim with your letter. Please, therefore, forward your claim to us as soon as possible.

We note that you are unable to have your claim declared at this time, and for this reason it will be convenient for you to make the declaration when you appear before the Commission to give evidence.

We shall in due course advise you of the date when we wish you to appear.

Yours truly,

SECRETARY TO THE COMMISSION.

AW/W.

7837

November 22, 1947.

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

Dear Sir:

Due to the fact that I Live in a remote place where transportation facilities are poor, I am unable to have my claim sworn before a Notary Public or Commissioner for Oaths before the November 30 deadline.

I am, therefore, enclosing my claim form without having them sworn as required in your notice.

I respectfully request that you accept my claims for your consider tion on condition that I have my claims duly sworn at the time of the hearing.

Yours very truly,

Teijiro Baba
08449
CAMP 72
NEYS ONT CANADA

Claim not enclosed.

No enclosure with this letter

February 10th 1948.

The Custodian of Enemy Property,
675 W. Hastings St.,
Vancouver, B.C.

Dear Sir, Re claim of Teijiro Baba

As requested, we enclose herewith copy of the claim filed by the above named claimant. We trust this copy will meet with your requirements.

Yours truly,

Enc.
VW.

a 67