

<u>REAL PROPERTY</u>										
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total	
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
					1277		1019.84			85.00
										1019.84
<u>PERSONAL PROPERTY</u>										
Motor Vehicles			Boats and Boat Gear							
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing	45% of amount in next preceding column			
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
618.00	295.70	88.71								88.71
TOTAL RECOMMENDATION									1193.55	



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CASE NO: 1079

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,
May 25, 1948.

IN THE MATTER OF THE CLAIM OF
TETSUZO TAKASHIMA

PROCEEDINGS AT HEARING.

Original.

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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).

Toronto, Ontario,
May 25, 1948.

IN THE MATTER OF THE CLAIM OF
TETSUZO TAKASHIMA

PROCEEDINGS AT HEARING

APPEARANCES:

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

F.A. BREWIN, Esq., appearing for the
Claimant.

A. WATSON, Esq., Secretary.

D.J. HANDFORD, Esq., Official Interpreter.

A.G. VEITCH, Esq., C.S.R., Official Reporter.



1 MR. BREWIN: My lord, in respect of this claim I think
2 there are one or two amendments which should be
3 made in the claim.

4 In regard to the real estate, which is a
5 farm, the claim was for \$2,500 and the credit
6 given to the Custodian was \$700. That, my lord,
7 is a mistake. The credit given should have been
8 \$1,277. and therefore the claim is reduced in
9 respect of that item to \$1,223.

10 THE COMMISSIONER: Yes.

11 MR. BREWIN: Then, in regard to the personal chattels
12 I ask leave also to make an amendment.

13 Your lordship will see in the personal
14 chattels there is a claim for a bedroom suite and
15 a sewing machine. The third item was a chime
16 clock. We are abandoning the claim for chime
17 clock.

18 Then, there was a claim of \$325 for a truck.
19 We are abandoning that claim. On the other hand
20 there were some personal chattels which for some
21 reason or other were not included in this claim,
22 for which I will submit a detailed form and ask
23 that they be added, if your lordship permits.

24 THE COMMISSIONER: That is, household furniture?

25 MR. BREWIN: Yes. It is mostly of that nature.

26 THE COMMISSIONER: Any objection, Mr. Hunter?

27 MR. HUNTER: No, my lord.

28 THE COMMISSIONER: For how much money?

29 MR. BREWIN: The estimated value is \$393. It was sold
30 by the Custodian for \$192.20 and the claim therefore



1 is for \$200.80.

2 THE COMMISSIONER: Does that include the bedroom suite
3 and sewing machine?

4 MR. BREWIN: No, my lord.

5 THE COMMISSIONER: Then, I will come to the credits.

6 MR. BREWIN: Maybe it is, my lord. No, it does not
7 include that.

8
9 TETSUZO TAKASHIMA, the Claimant herein, being
10 first duly sworn, testified as
11 follows:

12 DIRECT EXAMINATION BY MR. BREWIN:

13 Q. Is this your signature on this document, real
14 estate, farm land? A. Yes.

15 Q. And are the facts set out there correct?

16 A. Yes.

17 MR. BREWIN: Might that be filed as Exhibit 1, my lord?

18 THE COMMISSIONER: Yes. That is the real property
19 claim?

20 MR. BREWIN: Yes, my lord.

21 ϕ PARTICUIARS OF REAL ESTATE, FARM LAND,
22 MARKED EXHIBIT NO. 1)

23 MR. BREWIN: Perhaps my friend at this stage would file
24 the Soldiers Settlement Board appraisal.

25 MR. HUNTER: I tender the Soldiers Settlement Board
26 appraisal as Exhibit No. 2.

27 (SOLDIERS SETTLEMENT BOARD APPRAISAL,
28 MARKED EXHIBIT NO. 2)

29 THE COMMISSIONER: We have the pleasure of Judge
30 McGibbon, who is one of the sub-Commissioners,
sitting with me this morning. Unfortunately
Judge Miller could not get here.



1 MR. BREWIN: We have filed as Exhibit No. 2 the farm
2 appraisal report, my lord.

3 THE COMMISSIONER: Yes.

4 MR. BREWIN: Q. And most of the information in respect
5 to this farm of yours is set out on this form?

6 A. Yes.

7 Q. And I notice you have brought with you a copy of
8 the farm lease. It is referred to in the claim
9 that the property was leased by the claimant for
10 \$1,000, the first year, including crop.

11 I have here a copy of the farm lease, dated
12 May 14, 1942, from yourself and for nine months
13 from May 1st, 1942, for the sum of \$1,000 and
14 describing the property.

15 On the second page it is understood and
16 agreed that the annual rental for the year 1943
17 and subsequent years until the return of the
18 lessor shall be the sum of \$500 per annum. You
19 made that lease?

20 A. Yes.

21 MR. BREWIN: My friend suggests we should file this
22 as Exhibit No. 3.

23 THE COMMISSIONER: Very well.

24 (LEASE, MAY 14, 1942, MARKED EXHIBIT NO. 3)

25 MR. HUNTER: Did you have him identify it?

26 MR. BREWIN: No, I did not, actually. I had better.

27 Q. I am proceeding a little too fast, perhaps. I
28 did not actually have you identify your signature.
29 That is your signature?

30 A. Yes, sir.



T. Takashima
In-chief.

1 Q. And the signatures of the tenants? A. Yes.

2 MR. HUNTER: To whom was that leased?

3 MR. BREWIN: To some Swedish name.

4 Q. Then, I will proceed if there is nothing further,
5 which I think there is not, in regard to the form,
6 personal property claim, which you have made.

7 There are two forms in regard to personal
8 chattels. This is the information in regard to
9 the bedroom suite and the sewing machine in respect
10 of which you are making a claim?

11 A. Yes.

12 Q. And is that your signature on that form?

13 A. Yes.

14 Q. Are the facts set out there correct?

15 A. Yes.

16 MR. HUNTER: Why not identify both those and file them
17 together?

18 MR. BREWIN: Yes, I will.

19 Q. Then, you prepared a further claim in respect to
20 some other chattels which you are claiming?

21 A. Yes.

22 Q. And is that your signature on that document?

23 A. Yes.

24 MR. BREWIN: My lord, might I suggest that the two be
25 put in together, perhaps?

26 THE COMMISSIONER: I think it is desirable that they
27 should be disposed of together.

28 This relates to the articles claimed specific-
29 ally on the back of the form as well as to the
30 general claim for household furniture? Is that it?



1 MR. BREWIN: Yes. Your lordship will recall that I
2 withdrew the claim in respect of the truck and
3 the chime clock.

4 THE COMMISSIONER: Yes.

5 (PARTICULARS OF PERSONAL CHATTELS,
6 MARKED EXHIBIT NO. 4)

7 MR. BREWIN: Perhaps my friend would like to file at
8 this stage the analysis of the personal property
9 claim?

10 MR. HUNTER: I tender for filing the analysis of
11 personal property claim as Exhibit 5.

12 (ANALYSIS OF PERSONAL PROPERTY CLAIM,
13 MARKED EXHIBIT NO. 5)

14 MR. BREWIN: Q. When you left the property where did
15 you leave the bedroom suite and the sewing
16 machine?

17 A. I left them with a Mr. Percy.

18 MR. BREWIN: I think I had started on that line of
19 examination but I think it is probably unnecessary
20 because I think in respect of each one of these
21 claims they were in fact sold by the Custodian.
22 It is only a question of valuation.

23 THE COMMISSIONER: Yes. There is no need to go into
24 it unless something were lost, or something of
25 that kind.

26 MR. BREWIN: No, my lord.

27 Q. In respect of the values which you put on these
28 claims are they in your opinion a fair and
29 reasonable valuation of the articles?

30 A. Yes.

Q. And in respect of some of the larger items you



T. Takashima
In-Chief.
Discussion.

1 have set out the details of when you bought them
2 and what you paid? A. Yes.

3 MR. BREWIN: I think that is all, my lord.
4

5 MR. HUNTER: It is submitted, my lord, that the real
6 property was sold for its fair market value.

7 Similarly, it is submitted that all personal
8 property was sold for its fair market value.

9 The assessed value of the real property
10 for the year 1943 was \$450 for the land, \$800 for
11 the improvements, a total of \$1,250.

12 THE COMMISSIONER: Yes.

13 MR. HUNTER: At the termination of the lease made by
14 the claimant - and when I say at the termination
15 of the lease I mean at the termination of the
16 first period - the lessee failed to renew and
17 evacuated and the Custodian as of the 10th
18 December, 1942, made a new lease to a Chinese
19 gentleman named Wong Yam at \$150 per year.

20 THE COMMISSIONER: How did that compare with the
21 original one?

22 MR. HUNTER: The original one was \$1,000, including
23 crop and the renewals were to be at \$500.

24 THE COMMISSIONER: A year?

25 MR. HUNTER: A year.

26 The reason I mention this lease is that it
27 may well be argued later that the reason the
28 tenant did not care to renew was that the rent
29 was too high.

30 THE COMMISSIONER: Yes.



1 MR. HUNTER: Unless your lordship wishes it filed I
2 was not proposing to do so. There is nothing
3 very unusual in it.

4 If my friend would like it filed I will
5 file it.

6 THE COMMISSIONER: It has not any particular value
7 except to show the difference in the rental paid
8 under this lease and the rent payable under the
9 former lease to the claimant. Is that the
10 situation?

11 MR. HUNTER: Yes. Insofar as the chattel property
12 is concerned, as you will observe, the analysis
13 only covers two of the specific items which were
14 in the original claim. The new items now claimed
15 are things which were sold by the Custodian and I
16 presume have been just taken from the auction
17 sheets. Is that correct?

18 MR. BREWIN: Yes.

19 MR. HUNTER: In other words, they were things which
20 were sold and the claimant submits they were sold
21 for the fair market value. It is entirely a
22 question of value, my lord.

23 THE COMMISSIONER: Any re-examination?

24 MR. BREWIN: No thank you, my lord.

25 THE COMMISSIONER: That is everything we require, thank
26 you, Mr. Takashima.

27
28 (PROCEEDINGS ADJOURNED SINE DIE)

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

A.G. Veitch
"A.G. VEITCH"
Official Reporter.

base 1079

NOV 21 1947

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

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

ACKNOWLEDGED

7357

[Signature]

Toronto

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

(1) NAME TAKASHIMA TETSUZO (RCMP) Reg. No. 13971
(Print) Surname Given Name

(2) Pre-Evacuation Address 1st. 18th. Rd. Pt. Hammond B.C.

(3) Present Address R.R. #2. BELLE RIVER ONT.

(4) REAL ESTATE

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

(b) Legal description (lot number, block number, section number, etc.)
LOT 4 OF LOT 279 Group 1 MAP 1178

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

- (i) Farm
- (ii) ~~Residence~~ Type of business BERRY FARM
- (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 - - - - - \$

(ii) Buildings - - - - - \$

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - \$ amendo

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - - - - - \$ 2500.00

(v) Amount at which Custodian sold property and credited your account - - - \$ 700.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 1800.00

amendo
2500.00
700.00
1800.00
1277
1223

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation MR. PERCY

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
LOUGHEED HIGHWAY HAMMOND B.C.
BASEMENT

(c) How stored or packed at time of evacuation

(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")

~~MR. PERCY.~~
 ROUGHED HIGHWAY HAMMOND, B.C.

(e) Itemized description of personal property which is the subject of the claim:	Estimated Value \$
1. BED ROOM SUITE	\$ 117.00
2. SEWING MACHINE	\$ 135.00
3. CLOCK	\$ 35.00
4. Personal property	\$
5. Personal property	\$
6. SpLD 1935 GMC pickup	\$
7. VALUE 875.00	\$ 350.00
8. Household furniture	\$ 675.00
9. Household furniture	\$ 393.00
10. Household furniture	\$

amended

TOTAL CLAIM FOR PROPERTY LOSS \$ 2375.00

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4 (f) and 5 (e)) - - - - - \$ 2375.00

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

I, Tetsuzo Takashima of Bellefleur in the Village of Essex in the Province of Ontario 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 Village of Bellefleur in the County of Essex this 17th day of November A.D. 1947. Tetsuzo Takashima 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.

TAKASHIMA, Tetsuzo

(Claimant's Name)

REAL ESTATE
(Farm Land)

13971

Reg. No.

LAND	Acres	Date of Purchase 1919	From Whom F.D.Dale	Cost Price \$950.	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared Cultivated not planted Cultivated and not in crop List Crops							
Strawberries	2				all uncleared	none	\$1500.
Asparagus	3/4						
Peas, raspberries & black-berries	1 1/4						
Loganberries	1/4						
Total							

EXHIBIT NO. 1079-1
DATE 25 May 1948
FILED BY J. A. Brennan

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

Description	When Made	Cost
Cleared for cultivation 5 acres	1920-1936	\$900. (labour and material)
Drainage - 150' and putting in tile	1939	\$100.
Electric installed	1937	60.
Wells 12' with engine and pump attached	1935	\$375.

BUILDINGS				Cost	Paid for	Value of	Allowance for	Estimated
Type	Size	Finish	Date Built	Material	Labour	Own Labour	Depreciation	Value
House	24x36	Frame	1921	\$1200.	\$150.	\$350.	\$700.	\$1000.
Addition	8 x24	"						
Packing House	30 x24	"	1937	\$ 350.		\$100.	\$100.	\$ 350.
Shed & pUmp								
house	15 x27	"	1926	\$ 150.		50.	130.	\$ 70.
Shed	30 x12	"	1935	\$ 100.		50.	50.	\$ 100.
Garage	12 x18	"	1926	\$ 60.		30.	40.	\$ 50.
								<u>\$1570.</u>

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

Mortgage of \$350.00 on property
Property leased by claimant \$1000.00 first year
(included crop)
500.00 second year.

SUMMARY

Estimated Value - Land \$1500.00
Buildings 1570.00

\$3070.00

Original Claim \$2500.00
Sold by Custodian \$1277.00 (mortgage paid)
Claim \$1223.00

T. Takashima
Signature

BC-166-P
BC-1589-B

copy

Farm Appraisal Report

File No. J.L. 15

Land Description Lot 4, D.L.279, Group 1, Map 1178
S. and E. 5 acres

Containing 5 Acres

Owner's Name T. Takashima Post Office Address HAMMOND, B.C.

Nearest Rail Point Hammond Distance 1/2 miles

Market Town New Westminster Distance 16 "

Church (give denomination) Hammond - all denominations Distance 1/2 "

Nearest School Hammond - bus to High School, 4 miles Distance 1/2 "

State how property was identified: Map and corner posts.

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

3rd class gravel road to - to connect with Sharpe Road, gravel.

Is this district a good one? Yes

Employment opportunity Limited to two sawmills and brickyard.

Predominating Nationality and religion: Mixed - Japanese predominating

Describe Fencing and its condition: No fences Value \$

Water supply: Domestic from well. Value \$

BUILDINGS ON FARM

7357

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 36	Frame	1 sty.	Shgle.	20 yrs.	Wood	Fair	\$ 800
Packing Hse.	30 x 24	"	10'	Shake	10 "	"	"	200
BARN	X							
Shed & pump house	27 x 15	"	6'	"	20 "	"	Poor	30
BARN	X							
Shed	30 x 12	"	7'	"	20 "	"	"	30
GRANARY	X							
Garage	12 x 18	"	7'	Shgle	20 "	"	"	10
	X							
	X							
	X							

Total present day value \$ 1070

Total Value Buildings add to farm \$ 800

Is dwelling habitable without repairs? Yes If not what is your approximate estimate of cost to make it habitable? \$

Describe the basement and chimneys: No basement - brick chimney on bracket.

No. rooms downstairs? 6 Upstairs? nil How finished Wood and paper

Are buildings painted? No Condition of paint

Distance from nearest bush Approximately 150 yards.

EXHIBIT NO. 1079-2
DATE 25 May 1948
FILED BY J. W. G. [Signature]

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	Sandy loam 16" to 24"	Clay	Mixed small fruits	\$ 100	\$ 500
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
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 \$ 500

Total added by buildings to value of farm \$ 800

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

Total value of farm \$1300

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

Property in good condition; operated by Japanese owner for over 20 years.

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

Small fruits and poultry

Noxious weeds: None of consequence.

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

District of Maple Ridge - \$23.77 - 1942.

Date: May 11th, 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 11th day of May 1942.

Inspector's Signature H. L. SINCLAIR

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

Farm Appraisal Report

Remarks: This is a good small property, nicely situated in a good small fruit and poultry district. The soil is a sandy loam of good depth over clay, and land is in a good state of cultivation. The dwelling although old is in fair condition with exception of roof. There is also a packing shed in fair condition; other buildings old and value negligible.

The domestic water is supplied from well by a Beatty Engine and pump with 80 gals. tank - cost of same \$250. Owner also irrigated when necessary through 500' of $\frac{1}{2}$ " pipe.

Electric light is installed in the house.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

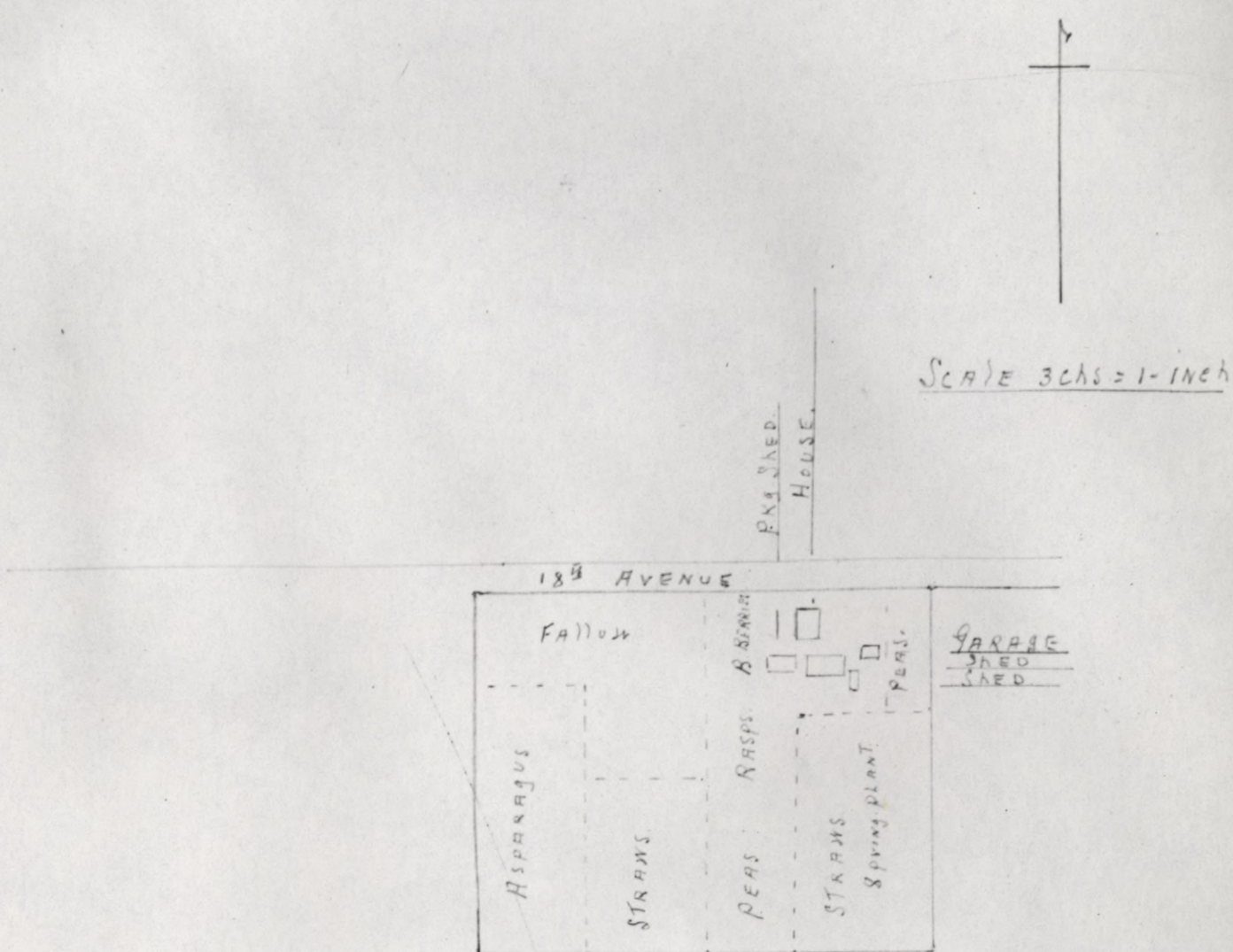
ORCHARDS, SMALL FRUITS, ETC.

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

	<u>Present Value</u>
.65 ac. strawberries - 1 yr. - fair condition	\$
1.10 " " new planting	\$
.80 " asparagus fair condition	\$
1.25 " peas, raspberries and blackberries.	\$
1.20 " fallow and buildings	\$
	\$
Orchard nil.	\$
	\$
	\$
	\$
Total	\$

Amount fruit trees add to value of farm \$

Diagram of Property



TAKASHIMA

LOT 4 - D.L. 279. Exp. I MAP 1178 - S & E. 5 - ACS

Following careful review of this appraisal report, it is my opinion that the present value is \$ 1300.00

Date 13th May 1942.

"I. T. BARNET"

District Superintendent.

FARM LEASE

EXHIBIT No. 1079-3
DATE 25 May 1948
FILED BY J. A. Brown

THIS INDENTURE made in duplicate the 14th day of May A.D., 1948

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

TETSUZO TAKASHIMA of **Hammond**

in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

MARGARET HJORDSVAR (wife of **A.T.Hjordsvar**) of **Vancouver**
and
GERTRUDE MATTHEWS (wife of **W.F.Matthews**) of **Vancouver**
in the said Province
Farmer
(hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT: for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hath demised and leased AND BY THESE PRESENTS DOETH DEMISE AND LEASE unto the Lessee all those certain parcels or tracts of land and premises situate, lying and being in the Municipality of **Maple Ridge** in the District of New Westminster and Province of British Columbia, and more particularly described as:

East portion of subdivision four South East Lot 279 Township nine (9) containing five acres more or less AND Lot one of a 9.96 acre portion of Lots 278 and 279 Group one (1) Map 5740

TOGETHER with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being;

AND TOGETHER ALSO with all ways, paths, passages, water courses, privileges and advantages whatsoever to the said premises belonging or in otherwise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of **nine (9)** months to be computed from the **first** day of **May** A.D. 1948 and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of **One thousand (\$1,000.00)**

Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

THE LESSEE covenants with the Lessor to payrent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever, except for firewood for personal use; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 1943 without any further payment.

THE LESSEE FURTHER covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of:-

Four (4) acres strawberries

One (1) acre asparagus

Three quarter ($\frac{3}{4}$) acres raspberries

One and one half ($1\frac{1}{2}$) acres peas

Some fruit trees

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good husbandmanlike manner and will in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Maple Ridge Co-operative Produce Exchange and will in all respects carry out the obligations of the Lessor to Maple Ridge Co-operative Produce Exchange under the Lessor's contract with that co-operative association and will execute an Agreement of his own with Maple Ridge Co-operative Produce Exchange.

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any livestock, farm implements or miscellaneous tools which are left by the lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent at the termination of this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942, he shall be able to again rent the said lands for the year 1943, but any arrangement in respect thereto must be made with the Maple Ridge Co-operative Produce Exchange (an association incorporated under the Co-operative Association Act of the Province of British Columbia, having its registered office at Haney aforesaid) and for this purpose Maple Ridge Co-operative Produce Exchange is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants The Lessor covenants with the Lessee for quiet enjoyment.

PROVIDED ALSO in case of any breach of any of the covenants and conditions herein contained, it shall be lawful for the Lessor or his Agent to re-enter upon the said lands and premises and the same to have again, repossess and enjoy.

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

IT IS understood and agreed that the annual rental for the year 1943 and subsequent years until the return of the Lessor, shall be the sum of \$ **500.00** per annum.

IT IS expressly understood and agreed by and between the parties hereto that the Lessee may assign this lease to any person capable of carrying out the provisions thereof, provided the approval and permission of the Lessor or his Agent is first had and obtained, and for the purpose of this clause Maple Ridge Co-operative Produce Exchange is the Agent of the Lessor.

AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns, and the masculine shall include the feminine and the singular the plural.

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

Signed, Sealed and Delivered by **TETSUO TAKASHIMA, MARGARET HJORDSVAR** and **GERTRUDE MATTHEWS** in the presence of

T. Takashima

Gertrude Matthews

M M Fletcher

Margaret Hjordsvar

AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say:-

1. That I was personally present and did see **TETSUO TAKASHIMA, MARGARET HJORDSVAR** and **GERTRUDE MATTHEWS** the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.
4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City in the Province of British Columbia this **fourteenth** day of **May** A. D. 194 **2**.

M M Fletcher

[Signature]
A Commissioner for taking affidavits within British Columbia.

Dated 14th day of May A.D. 1942

TETSUZO TAKASHIMA

TO

MARGARET HJORDSVAR
and
GERTRUDE MATTHEWS

FARM LEASE

JAMES M. CAMPBELL
Barrister - Solicitor
MISSION CITY - - B. C.

TAKASHIMA, Tetsuzo
(Claimant's Name)

PERSONAL CHATTELS

13971
Reg. No.

<u>Description of Major Items (and particularly of goods lost, stolen or destroyed)</u>	<u>Approximate Date Purchase</u>	<u>New or Used When Purchased</u>	<u>Price Paid</u>	<u>Condition when Evacuated</u>	<u>Estimated value at Date of Evacuation</u>
Bedroom suite	1940	New (used only for guests)	\$117.00	Good	\$100.
Sewing Machine	1941	"	\$135.00	Good	\$125. \$225.00

The claimant is claiming on the chattels listed above.

Estimated Value \$ 225.00
Held by Custodian 103.50
Claimant 121.50

Description of Storage of Goods:

General Statement as to Chattels not Described above:

Additional Comments, if any:

EXHIBIT No. 1079-4
DATE 25 May 1948
FILED BY J. A. Brewin

T. Takashima
Signature

TAKASHIMA, Tetsuzo
(Claimant's Name)

PERSONAL CHATELS

13971
Reg. No.

<u>Description of Major Items (and particularly of goods lost, stolen or destroyed)</u>	<u>Approximate Date Purchase</u>	<u>New or Used When Purchased</u>	<u>Price Paid</u>	<u>Condition when Evacuated</u>	<u>Estimated value at Date of Evacuation</u>
Washing Machine	1935	New	\$165.00	Good	\$100.00
Roll Top Desk	1940	Used	40.00	"	25.00
Linoleum	1941	New	50.00	"	35.00
2 Hand Cultivators	1935 1940	New "	33.00	"	22.00

The attached is an inventory of the claimant's chattels sold by the custodian. The claimant has placed an estimated value on the goods at \$393.00 The Custodian sold them for \$192.20

Estimated Value	\$393.00
Sold by Custodian	<u>192.20</u>
Claim	\$200.80

Description of Storage of Goods:

General Statement as to Chattels not Described above:

Additional Comments, if any:

T. Takashima
Signature

INVENTORY SOLD BY CUSTODIAN

NAME - Takashima, Tetsuzo

Registration No. 13971

File No. 7357

	<u>Custodian</u>	<u>Est. Value</u>
Barbed wire	\$2.50	\$3.50
Tool Box	.50	2.00
Heater	2.00	10.00
High Chair and stand	3.00	3.50
6 Chairs	8.00	11.00
Box of Sundries	.10	
Hot Plate	2.00	5.00
Sprayer	.65	5.50
Electric Iron	.50	2.00
Gramophone	1.00	8.00
Curtain rods	.50	1.50
Chest of drawers	.75)	10.00
Chest of drawers	3.50)	
Beds and springs (2)	20.00	25.00
4 Gals. Creosote	2.25	3.50
Childs buggy	.25	3.50
Tools	12.70	25.00
Washing Machine	60.00	100.00
Couch	2.00	6.00
Kitchenware	10.50	25.00
Scales	7.00	20.00
Tables	.50	3.00
Chairs	.50	2.50
Dining Table	7.00	15.00
Shelves	.50	.50
Sideboard	11.00	20.00
Roll Top desk	11.00	25.00
Linoleum	13.00	35.00
Hand Cultivators	9.00	22.00
	<hr/>	<hr/>
	\$ 192.20	\$ 393.00

Estimated value \$ 393.00
Sold by custodian 192.20
Balance \$ 200.80

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 7357

EXHIBIT No. _____

NAME Tetsuzo TAKASHIMA

REG. No. 13971

DATE	INVENTORY	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
DECLARATION <u>1st May, 1942</u>	TAKEN BY <u>J. Moryson & H.J. Logan</u>					
EVACUATION <u>29th June 1942</u>	DATE <u>July 17/42</u>					
Household furniture		Bedroom suite	117 00	58 50		
Kitchen utensils		Sewing machine	135 00	45 00		
Chinaware		Chime clock	35 00			
Carpenters tools			\$287 00	\$103 50		
Farm implements						
Washing machine						
Refrigerator						
Kitchen range						
Electric water pump						
(Left in his house at Port Hammond)						
		Re Truck	\$325 00			
		<p>TAKASHIMA claims a loss of \$325.00 on sale of his truck. The only knowledge we have of this truck is through the R.C.M.P., that TAKASHIMA sold a G.M.C. Delivery, March 10, 1942; and this loss is therefore, on a transaction made by himself, prior to the date that trucks were to be turned over to the R.C.M.P.</p>				

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

58	50							<p>Goods being claimed for were left in the care of a Mr. Percy, Loughheed Highway, Hammond, and were not declared by TAKASHIMA.</p> <p>When our fieldmen picked up goods left in Mr. Percy's care by Japanese, the bedroom suite and sewing machine were found, marked T. TAKASHIMA and in answer to our enquiry, TAKASHIMA declared, 22nd June, 1946, he had left besides the above mentioned chattels, a chime clock and a few other chattels. The only clock sold from Mr. Percy's was a mantel clock which had previously been declared by another Japanese, and was therefore credited to him.</p>
45	00						\$35 00	
103	50							

Items valued by claimant at \$252.00 sold by auction at \$103.50
 " " " " " 35.00 no knowledge of.

EXHIBIT No. 1079-5
 DATE 25 May 1948
 FILED BY J. G. Hunter