Name of Claimant TAKATA, Harry Yoshitaka Case 1258

Custodian File 1894

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	
					669.		479.42				479.42

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	

TOTAL RECOMMENDATION	479.42

1540

CASE NO: 1258

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

November 16, 1948.

IN THE MATTER OF THE CLAIM OF

HARRY YOSHITAKA TAKATA

PROCEEDINGS AT HEARING.

Original

IN THE MATTER OF THE "INQUIRIES ACT"

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

HIS HONOUR, JUDGE J. A. McGIBBON, SUB-COMMISSIONER.

Toronto, Ontario,

November 16, 1948.

IN THE MATTER OF THE CLAIM OF

HARRY YOSHITAKA TAKATA

PROCEEDINGS AT HEARING.

APPEARANCES:

K. A. CHRISTIE, ESQ., K.C.	appearing for the DominionGovernment.
C. P. OPPER, ESQ.,	appearing for the Claimant.

A. SMITH, ESQ.,	Secretary.
D. J. HANDFORD, ESQ.?	Official Interpreter.
J. B. McGREGOR , ESQ.?	Official Reporter.

HARRY YOSHITAKA TAKATA, the claimant herein, having been first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. OPPER:

Q. I am showing you a sheet entitled Real Estate Farmland; is that your signature at the bottom?

A. Yes.

Q. This sheet was prepared under your instructions? A. Yes.

Q. You swear the contents to be true?

A. Yes.

(REAL ESTATE, FARMLAND, CLAIM FORM MARKED EXHIBIT NO. 1)

MR. CHRISTIE: I tender as Exhibit 2 the Farm Appraisal Report.

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 2)

MR. OPPER: Now, prior to the evacuation you were the owner of some farm property known as 399 Scott Road, New Estminster, is that right?

A. Yes.

Q. Tell us, how far was this property of yours from the town of New Westminster?

A. Four miles.

Q. Was there any street car or bus service?

A. There was bus service in front of my place on Scott Road.

Q. How about schools?

A. There was one, one city block away.

Q. You were operating this land more or less as a farm? A. Yes.

Q. And I gather from what you have said now

that the property was more or less in the suburbs; was it built up around there?

A. Yes, it is located in the centre of a village and in the next building a store went up and a gasoline station and a pool room.

Q. Was it becoming somewhat built up around there? A. Yes, and the community hall was right across from my place.

Q. Was there lots of opportunity for employment in that district?

A. Yes, it is on the main road.

Q. The city industries are close by?

A. Yes, the Scott Road is the main Highway to Crescent Beach; that is a summer resort.

Q. You grew some fruit on this property?

A. Just a few.

Q. You didn't make any real money out of fruit? A. No.

Q. The property was used by you more or less as a place to live? A. Yes.

Q. However, on the property there were certain other buildings at the time you bought it?

A. Yes.

Q. Such as a house and a hen house. Was the hen house used at all? A. Yes.

Q. For hens? A. Yes.

Q. You raised chickens? A. Yes, it was a chicken farm.

Q. How many chickens?

A. I didn't have it, I rented it to another party and he had six hundred.

Q. Six hundred chickens? A. Yes.

Q. What about the barn? A. That is just a wood shed, and I put a little hay and some straw in it.

Q. Did you rent that out or keep it for yourself?

A. The whole place; my house is rented, the whole place is rented.

Q. The whole thing? A. Yes, to a friend of mine.

Q. He ran a chicken farm on this property?

A. Yes.

Q. I am showing you an agreement for sale of land between Henry C. Macaulay, and Harry Yoshitaka Takata, dated the 2nd of March, 1929, in which the consideration for the purchase of certain property is $2400? A. Yes.

Q. Is that agreement the one you entered into with respect to the land we are discussing now?

A. Yes.

Q. Was the consideration paid for this land $2400? A. Yes.

(AGREEMENT FOR SALE MARKED EXHIBIT NO. 3)

Q. Well now, what was the condition of the house at the time of evacuation?

A. At the time of evacuation the whole family of ten children and the father and mother were living

in the house.

Q. That would be a little hard on the house, would it?

A. Oh yes, it is.

Q. How long had they been living there?

A. Since 1930.

Q. What was the name of the tenant?

A. At that time Mr. Arai, and after the evacuation I rented to another party.

Q. What was the condition of the house at the time that you were evacuated, was it in poor condition?

A. Well, it was fair.

Q. Structurally sound? A. Yes. It has no cellar but it is on big cedar blocks.

Q. It says in the Farm Appraisal Report that the buildings were old and in very poor state of repair; what do you say about that?

A. I didn't consider any repairing right away at that time.

Q. It says the floors in the hen house should be renewed? A. I built the hen house there in 1930. It was in very good condition.

Q. What about the foundations of the house?

A. That was all right.

Q. That is the one you are talking about that had cedar posts? A. No, this is the dwelling place.

Q. What kind of foundation was there in the living house?

A. That is cedar logs, big cedar logs.

Q. What about the well going dry? It says here when carrying a capacity flock of fowl these wells are said to be dry for about a month in mid summer; is that right?

A. Yes, because this place is high land. Most of the wells are dry around there in the summer time but they have plenty of water the next street down on River Road, they have plenty of water running there, and the boy got the truck and carried it up to the house.

Q. What was the nature of the soil on this land? A. The top soil was very good sandy soil, loam. I didn't dig very deep.

Q. Did they have some fruit trees on there?

A. Yes, they can grow strawberries good.

Q. Regarding the chicken house, how much did it cost you to build the chicken house there?

A. When I built the material cost about $200. It was 20 x 60. Of course that is a very very low price for that time. To build a 20 x 60 chicken house last year cost me $1000.

Q. You mean to say it cost you $1000. to build one similar? A. Yes, all except the floor. This new one has a complete floor and that one I built in B.C. has only flooring.

Q. Did this land produce any crops without fertilizer? A. Well, they didn't put no fertilizer in there at all. They had chicken manure, that is all

they had.

Q. Had you ever had an offer for this property? A. No. Mrs. Jackson asked me to buy it but I never considered to sell to her.

Q. You paid $2400. for it in 1929?

A. Yes.

Q. And you are saying now you figure the value is $2400? A. Yes.

Q. Do you feel that the value of the place has deteriorated or increased over that period of 11 or 12 years?

A. I feel it has increased more because there have been many improvements around my place and it is right on a main highway and there is a shhool near and a tram station and a bus.

Q. These things had all grown up since you bought it? A. Oh no, the shhool and the tram car station was there.

Q. How much per month did you get for this place? A. $10. It is a very small amount because I wanted to help this friend of mine and he has 10 children, and I wanted to help him make a living there. One boy went to the university.

Q. In other words you sayyou were just giving it to him at a nominal rent of $10. and it doesn't represent the true rent?

A. That is it, I just wanted to help my friend with a large family.

Q. Is that Mr. Arai? A. Yes, he couldn't make a living; he worked for the pulp mill company and he

came down and asked me about it. That was in 1929 in the depression time.

CROSS EXAMINATION BY MR. CHRISTIE:

Q. I am showing you a J.P. Form dated the 27th of March, 1942; is that your signature?

A. Yes.

(J. P. FORM MARKED EXHIBIT NO. 4)

Q. As a matter of fact Mr. Arai owed you rent for some years? A. No, he didn't.

Q. I am told you pehhaps out of kindness of your heart let him stay there with several years rent in arrears is that right?

A. Yes, that is true.

Q. Did you ever make a living on this farm yourself? A. No, not there. I make a living in the city.

Q. What was your occupation?

A. Before the evacuation I was a storekeeper.

Q. You think it would be pretty difficult to make a living off this farm?

A. No, I was going back there, but I am two miles west of Bronte here now. I was figuring in a few years time about going in there.

Q. The appraiser says there was no crop in the year 1942; did you ever obtain any crops from these fruit trees? A. No, I didn't obtain much fruit.

Q. Just for your own use? A. Yes.

H. Takata,
cr. ex.

Q. I don't suppose they have an commercial value? A. No, not very much. You don't grow good apples accept in the Okanagan Valley in B.C. The cost of B.C. doesn't grow very good apples at all.

Q. This house, was it painted?

A. It was painted before I bought it.

Q. Not afterwards? A. Not afterwards.

Q. And what kind of lumber was it constructed of? A. The outside was spruce siding.

Q. How was it heated? A. By a stove.

Q. That is all, thank you.

(NOTICE OF ASSESSMENT FOR 1943, MARKED EXHIBIT NO. 5)

(CERTIFICATE OF ENCUMBRANCE MARKED EXHIBIT 6)

(REAL PROPERTY SUMMARY MARKED EXHIBIT 7)

It is submitted, your honour, that the real property was sold at its fair market value.

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. B. McGregor,
Official Reporter.

I, J. A. McGibbon, Deputy Commissioner, appointed to hear a Commission to investigate claims of Japanese Canadians for property loss, do certify the foregoing is a true copy of the evidence heard on the within claim.

J. A. McGibbon,
Deputy Commissioner.

NOV 24 1947 Case to 12VA. Toronto

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

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

File 1894

ACKNOWLEDGED

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

(1) NAME TAKATA. HARRY. YOSHITAKA. (RCMP) Reg. No. 00146
(Print) Surname Given Name

(2) Pre-Evacuation Address 660 Hornby St. Vancouver. B.C.

(3) Present Address R.R. No 2. FREEMAN. ONT.

(4) REAL ESTATE

(a) Street Address (if any) Corner of Scott & Bailey Rds. Municipality of Delta; District of New westminister, B.C.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Municipality of Delta. Part 8.75 acres more or less of a 28.75 acres. Portion of the S.E. ¼ of sec. 36, Township 4, as shown colored red on sketch dep. #1250. District of New westminister, C. of E. 52423.

(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 - - - - - - - - - - - - - - - - - - $
(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) - - - - - - - - - - - - - - - - $
(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 2400.00
(v) Amount at which Custodian sold property and credited your account - - $ 669.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 1731.00

(5) PERSONAL PROPERTY

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

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

(c) How stored or packed at time of evacuation

(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") _____

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

1. _____ Estimated Value $_____
2. _____ Estimated Value $_____
3. _____ Estimated Value $_____
4. _____ Estimated Value $_____
5. _____ Estimated Value $_____
6. _____ Estimated Value $_____
7. _____ Estimated Value $_____
8. _____ Estimated Value $_____
9. _____ Estimated Value $_____
10. _____ Estimated Value $_____

TOTAL CLAIM FOR PROPERTY LOSS $_____

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

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 1731.00

(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 No

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

DOMINION OF CANADA)
County of Halton)
TO WIT:)

Est

I, Harry Yoshitaka Takata of the Township
of Nelson in the County of Halton 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 town)
of Burlington)
in the County of Halton)
this 20th day of November)
A.D. 1947.)

Harry Yoshitaka Takata

A Commissioner &c. Notary Public

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.

_____

EXHIBIT No. 125F-1
DATE NOV 16 1948
FILLED BY

REAL ESTATE
(Farm Land)

Takata, H. Y.
(Claimant's Name)

06146
Reg. No.

AND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared	Cleared 3						
Cultivated not planted	Uncleared 5 3/4	1929	H. C. Macauley	₩2400.00			
Cultivated and not in crop							
List Crops							
Strawberry 1 acre					Same as date of evacuation	All buildings except one poultry house	
Fruit trees							
Poultry							
Total	8 3/4 acres						

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

Description	When Made	Cost
Improved well	1930	$75

BUILDINGS

	Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
1.	House	24 x 28	frame	PRESENT ON PROPERTY AT PURCHASE					
2.	Henhouse	20 x 60	frame						
	& addition	12 x 60	frame						
3.	Barn	12 x 15	frame						
4.	Henhouse (built by claimant)	20 x 60 (#2)	frame	1931	$200.00	$75.00			

SUMMARY:

Total estimated value	$2400.00
Sold by custodian	669.00
CLAIM	$1731.00

Assessment, 1942:
Land $528.00
Improvements 600.00
$1128.00

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

1. Henhouse #2 was built by claimant in 1931 and therefore approximately 10 years old.
2. Claimant states buildings were in fair condition.
3. Claimant states land had produced without fertilizer.
4. One of the henhouses was in good condition and did not need repair. The house was in fairly good condition, the foundation being quite steady.
5. Claimant is actually claiming $2400.00 the price which he paid for the property in 1929 and therefore ~~xxxxxx~~ considers it to be a fair claim.

H. Y. Takata
Signature

1258

BC-480-P

BC/480-P EXHIBIT No. 1 & 5 & 6 Page 1 DATE NOV 1 6 1946 S.S. Form No. 43 (Sheet 1)

COPY

Farm Appraisal Report

R G Dishlie

File No. J.L.601

Land Description Part 8.75 acs. of 28.75 acre portion of S.E.¼ Sec.36, Tp.4, shown red on sketch 1250.

House No.399 Scott Road. Containing 8.75 Acres

Owner's Name Harry Yoshitaka Takata Post Office Address R.R.#1, New Westminster, B.C.

Nearest Rail Point New Westminster, Distance 3 miles

Market Town " " Distance 3 "

Church (give denomination) New Westminster - All Denominations Distance 3 "

Nearest School Kennedy School Distance ½ "

State how property was identified: Map location and corner posts.

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

Has direct access to Scott Road - paved road.

Is this district a good one? Reasonably good

Employment opportunity City industries - 3 miles

Predominating Nationality and religion: Mixed nationalities

Describe Fencing and its condition: Cleared land fenced on north and east Value $

Water supply: From 2 wells; only fair supply Value $

Electricity: Power available; light installed.

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 28	Frame	1 sty.	Shingle	26	Wood	Vy.poor	$ 300.00
Henhouse	20 x 60	"	1 "	"	20	"	" "	)
Addition	12 x 60	"	1 "	"	20	"	" "	) 125.00
BARN	12 x 15	"	1 "	"	20	"	" "	25.00
Henhouse	20 x 60	"	1 "	"	20	"	" "	100.00
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

Total present day value $ 550.00

Total Value Buildings add to farm $ 400.00

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? 4 Upstairs? - How finished Shiplap finish

Are buildings painted? None Condition of paint -

Distance from nearest bush Approximately 20 yards

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
2.12	Level	Sandy loam 10" to 15"	Hard-pan	About 20 odd fruit trees No crop	$70	$ 148.40

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	
6.63	Level	Sandy loam 10" to 15"	hardpan	Clearing, stumping, breaking.	$150 to $200	$20	132.60

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 $ 281.00

Total added by buildings to value of farm $ 400.00

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

Total value of farm $ 681.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
Property occupied by tenant. Practically no farming activities this year.
Soil sandy and unfertile without ample manure.

State most suitable type of agriculture for farm bearing in mind the district's limitations, if any.
Poultry raising and small fruits if fertility supplied.

Noxious weeds:
Numerous annual weeds.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities:
Corporation of Delta
Assessment - Land - $600.00
Improvements - $528.00 - Taxes 1942 - $13.46

Date: July 22, 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 20 day of July 1942.

Inspector's Signature "D. DODDING"

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

Farm Appraisal Report

Remarks: This is a small holding with limited developments. The soil is a sandy loam over hardpan; the portion shown on sketch as yards and building shows very poor fertility, but the garden portion indicates good fertility. This would appear to be due to heavy application of chicken manure. The buildings are old and in a very poor state of repair; foundations are bad and floors in henhouses should be renewed. There are two wells sunk in the hardpan. There is sufficient water for domestic use, but when carrying a capacity flock of fowl these wells are said to be dry for about a month in Midsummer.

Property is rented to Mrs.G.H.Johnson for $7.00 a month for duration.

NOTE

Mrs.Johnson is the wife of a soldier now serving overseas, and expressed a desire to purchase this holding.

(FOR ORCHARD LANDS ONLY)

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

Nil

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

Nil

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

		Present Value
Building, yards site	- 1 acre	$
Sod, weeds and small garden	- 1.12 "	$
Bush	- 6.63 "	$
	8.75 "	$
		$
		$
		$
		$
		$
	Total	$

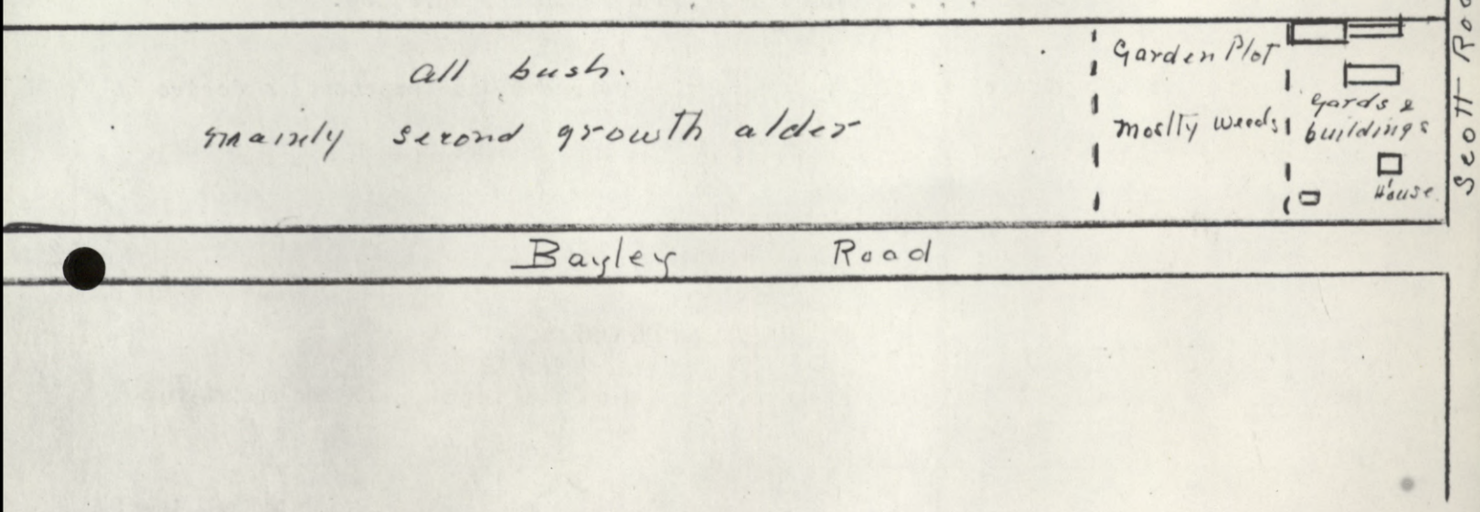
Amount fruit trees add to value of farm $

Diagram of Property

Part 8.75 ac of a 28.75 ac portion of
SE¼ Sec 36. Tp. 4. Red on Sketch 1250. — 8.75 ac.

Harry Yoshitaka Takata.

Scale
200 ÷ 1"



Following careful review of this appraisal report, it is my opinion that the present value is $ 800

Date 24th July 19 42

"I.T.BARNET"
District Superintendent.

Form No. 27. Agreement for Sale of Land. 2-1928. The Clarke & Stuart Co., Limited, Law Printers and Stationers, Vancouver, B. C.

EXHIBIT No. 125-2
DATE NOV 16 1948
FILLED BY E. P. Ebbett

This Agreement,

made in duplicate ~~this Second~~ day of March in the year of our Lord one thousand nine hundred and twenty-nine

BETWEEN

HENRY C. MACAULAY, Broker, of 470 Granville Street, in the City of Vancouver, Province of British Columbia,

Name, Address, and Occupation of Parties

hereinafter called the "Vendor" of the one part

AND

HARRY YOSHITAKA TAKATA, Taxi Agent, of 323 Powell Street, in the City of Vancouver, Province aforesaid,

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—**ALL AND SINGULAR** that certain parcel or tract of land and premises situate, lying and being in the Municipality of Delta, in the Province of British Columbia, more particularly known and described as part 8.75 acres part of 28.75 acres, being a portion of the Southeast quarter (¼) of Section thirty-six (36) of Township Four (4), New Westminster District, according to the registered sketch thereof numbered 1250.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of TWENTY-FOUR HUNDRED ($2400.00) - - - - - - - - - - - - - - - - - - Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of FIVE HUNDRED ($500.00) - - - - - - - - - - - - - - Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows: In twenty-five (25) equal consecutive annual installments of Seventy-six ($76.00) Dollars each on the 2nd day of March in each and every year until the sum of Nineteen Hundred ($1900.00) Dollars is fully paid and discharged; the first of said payments to become due and payable on the 2nd day of March, 1930.

H. Y. Takata registered Certificate of Indefeasible Title No. 144760E

1941 Tax $13.46.

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of Six (6%) - - - - - - - - - per cent. per annum, payable every six (6) months, on the 2nd day of March and the 2nd day of September, in each and every year; the first of such payments to become due and payable on the 2nd day of September, 1929

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: **THE** Purchaser **DOTH COVENANT, PROMISE AND AGREE** to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; **AND** also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this Agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor **DOTH COVENANT, PROMISE AND AGREE** to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, **ALL THAT** the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, **FREED AND DISCHARGED FROM ALL ENCUMBRANCES,** save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, paper or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the time and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser thirty days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

or at such other address as the Purchaser shall specify in writing to the Vendor.

respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns has been inscribed in all proper and necessary places; **AND** wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require.

In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

IN WITNESS WHEREOF, the said parties to these presents have hereunto set their hands and seals the day and year first above written.

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness .....

Street Address .....

City .....

Occupation .....

as to signature of vendor.

Henry C. Macaulay

H. Y. Takata

AFFIDAVIT OF WITNESS

PROVINCE OF BRITISH COLUMBIA,
TO WIT:

I, , of the
of , in the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by the part thereto, for the purposes named therein.
2. The said instrument was executed at
3. I know the said part , and that of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at in the
Province of British Columbia, this
day of , 192

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

FOR MAKER (INCLUDING MARRIED WOMAN)

I Hereby Certify that, on the Fourteenth day of March, 192 9, at the City of Vancouver, in the Province of British Columbia, Henry C. Macaulay ~~(whose identity has been proved by the evidence on oath of~~ , who is) personally known to me, appeared before me and acknowledged to me that he is the person mentioned in the annexed instrument as the maker thereof, and whose name is subscribed thereto as party, that he knows the contents thereof, and that he executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY WHEREOF I have hereto set my Hand ~~and Seal of Office~~,
at the City of Vancouver, in the Province of
British Columbia, this 14th day of March
in the year of our Lord one thousand nine hundred and twenty-nine.

~~A Notary Public in and for the Province of British Columbia.~~
A Commissioner for taking affidavits within British Columbia.

Note—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

FOR ATTORNEY

I Hereby Certify that, on the day of 192 , at in the Province of British Columbia (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of to the annexed instrument as the maker thereof, that the said is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said knows the contents of said instrument, and subscribed the name of the said thereto voluntarily as the free act and deed of the said under authority of a power of attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at in the Province of British Columbia, this day of in the year of our Lord one thousand nine hundred and twenty-

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

NOTE.—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

Dated March 2nd 192 9

Henry C. Macaulay

AND

Harry Yoshitaka Takata

Agreement
FOR SALE OF LAND

The Clarke & Stuart Co., Ltd, Law Printers and Stationers Vancouver, B.C. Form No. 27

Acknowledgment of Officer of Corporation

I Hereby Certify that, on the day of , 192 , in the , in the Province of British Columbia, (whose identity has been proved by the evidence on oath of , who is) personally known to me, appeared before me and acknowledged to me that he is the of , and that he is the person who subscribed his name to the annexed Instrument as of the said and affixed the seal of the to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office, at in the Province of British Columbia, this day of in the year of our Lord one thousand nine hundred and twenty-

A Notary Public in and for the Province of British Columbia.
A Commissioner for taking affidavits within British Columbia.

NOTE:—Where the person making the acknowledgment is personally known to the officer taking the same, strike out the words in brackets.

DATE PAID	PRINCIPAL	INTEREST	PAID TO

FORM "JP"

314 Powell Street

FILE No. 1894

EXHIBIT No. 1258-4

DATE Nov.16/48

FILED BY K.A.Christie

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: TAKATA Harry Yoshitaka

HOME ADDRESS: 660 Hornby Street, Vancouver, B. C.

REGISTRATION NUMBER 00146 SEX: (M) AGE: 52

OCCUPATION: Grocer

(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: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Ruth

ADDRESS OF WIFE OR HUSBAND: 660 Hornby Street, Vancouver, B. C.

NAMES OF ANY LIVING CHILDREN: Masa (F)

ADDRESS OF CHILDREN: 660 Hornby Street, Vancouver, B.C.

AGE OF CHILDREN: 15

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

1. LOCATION AND DESCRIPTION: 8.75 acres S. E. Corner Sec. 36 Township 4 deposit No. 1250 District of New Westminster, B. C.

2. BUILDINGS AND OTHER IMPROVEMENTS: 3 room dwelling, frame construction 20 x 60 poultry house, frame construction Total value $2250.

3. INSURANCE (Give particulars; state where policies are) New England Fire Ins. Total $795.00 policy No. 6251603. Agent, H. C. Macaulay, 404 Hastings Street Vancouver, B. C.

4. TAXES (Amount and where payable) 1941 paid $13.66 at Corp. of Delta, Ladner, BC

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

6. OCCUPANCY AND LEASES (If vacant so state) Rented to S. Arai, R.R.#1 New Westminster, B. C. $60.00 per annum no lease

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Bank of Montreal, Main & Hastings Vancouver

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None

9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 660 Hornby Street, Vancouver, B. C.
lower part of house containing 2 living rooms with store in front

2. LANDLORD'S NAME AND ADDRESS: W.F.Evans, Devonshire Hotel, Vancouver, B.C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: $35.00
per month paid till April 1 no lease

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)
None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:
None

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Household furniture of 2 rooms approx. value $300.
fixtures of store $660.00 Stock in store, groceries
value $1026.00 (as per inventory attached) all at 660 Hornby Street
Vancouver, B. C.

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: $1500. New England Fire Ins. on stock and fixtures. Agent H.C.Macaulay, 404 W.Hastings Vancouver,BC

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) $300. Victory Bond maturity 1952. $50. Victory Bond maturity 1954 $100 Victory Bond maturity 1951. in Bank of Montreal, Hastings & Main Vancouver,BC

8. BANK ACCOUNTS: Bank of Montreal Hastings & Main $3106.92

9. LIFE INSURANCE: Sun Life of Canada policy #441425 $1000. Sun Life of Canada Policy #2267812. Benificiary Wife. Policies in Bank of Montreal, Hastings & Main Sts. Vancouver, B. C.

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: Bank of Montreal, Hastings & Main Sts. Vancouver, BC

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 27th day of March ~~1943.~~ 1942.

(Signature) "H. Y. Takata"

"D. W. Smith"
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.

March 23, 1949.

G. Hyde
H.J.

File 1894
Regis 00146

MUNICIPALITY OF DELTA ASSESSMENT ROLL FOR THE YEAR 1943

All Lands are Assessed as "Improved."

Date of Transmission of Notice, December 30th, 1942.

NAME OF TAXABLE PARTY AND ADDRESS	Roll No.	Description of Property								No. Acres or Lots	Value Per Acre or Lot	Value of Improvements	Value of Land Only
		Lot	Blk	Qtr.	Sec.	Twp.	D.L.	Gp.	Map				
	2462	pt		SE	36	4		SK	1250	8.8	60.	600.	528.
M. Harry Y. Takata c/o Official Custodian													

Take notice that the above property is assessed as above for the year 1943. Court of Revision will be held at the Municipal Hall, Ladner, B.C., on 8th February, 1943, at 10 A.M., see Section 234 of the Municipal Act on the back of this Notice.

J. P. SMITH, Assessor.

SECTION 234, MUNICIPAL ACT

1. If any person is of the opinion that an error or omission exists in or upon the assessment roll as prepared by the assessor, in that the name of any person has been wrongfully inserted in or omitted from the roll, or that any land or improvements within the municipality has or have been wrongfully entered upon or omitted from the roll, or that any lands or improvements has or have been valued at too high or too low an amount, or that any land has been improperly classified, he may, personally, or by means of a written communication over his signature, or by a solicitor, or an agent authorized by him in writing to appear on his behalf, come before the Court of Revision and make complaint of such error or omission, and may in general terms state his ground of complaint, and the Court shall either confirm the assessment or direct the alteration thereof.

2. The Municipal Council may, by its clerk, solicitor, or otherwise, make complaint against the said roll or any individual entry therein, and upon any ground whatever, and the Court of Revision shall deal with the matter of such complaint, and either confirm the assessment or direct the alteration thereof.

3. Every complaint shall be made in writing and shall be delivered to the assessor at least ten days prior to the first annual meeting of the Court of Revision.

4. Notwithstanding anything in this Act contained, no complaint to the Court of Revision as in this section provided, and no appeal to a Judge of the Supreme Court or to a County Court Judge as hereinafter provided, shall be sustained or allowed on the ground that any land has been valued at too high an amount in any case if the assessment of land complained of or appealed against is ten per centum or more less than the assessed value of the same land in and according to the revised assessment roll for the year immediately preceding, or on the ground that any improvements have been valued at too high an amount in any case if the assessment of improvements complained of or appealed against is five per centum or more less than the assessment of the same improvements in and according to the revised assessment roll for the year immediately preceding.

The first sitting of the Court of Revision will be held in the Municipal Hall on February 8th at 10 a.m.

R.P. 2

EXHIBIT No. 125 F-V

DATE NOV 16 1948

FILLED BY K A Christie

EXHIBIT No. 1258 - 6
DATE Nov. 16/48
FILED BY
K.A.Christie

No. 52423

Your file No. 1894

CERTIFICATE OF ENCUMBRANCE

Land Registry Office

New Westminster, B.C.

- - -minutes 10 o'clock 1st day of September, 1943.

I EREBY CERTIFY that the following is the state of the title to - - - - - - - - - - - - - -
Part 8.75 acres more or less of a 28.75 acre portion of the South East quarter of Section 36 Township 4 as shown and coloured Red on Sketch deposited No. 1250 Municipality of Delta in the District of New Westminster.

viz:

Registered Owner: HARRY YOSHITAKA TAKATA "Reg. 00146" "A"

Register of Indefeasible Fees Folio No. 144760E

Registered Charges: 83970C Reservation of all mines minerals including gas and petroleum as set out in deed deposited 144759E

Certificate of Vesting in the Custodian Filed No. 26194

Applications for Registration: None

Receiving Order or authorized Assignment under the "Bankruptcy Act": None

Assignment for benefit of Creditors: None

Judgments: None

Mechanics Liens: None

"A. H. Livewright"

Deputy Registrar.

To Office of the Custodian.

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

March 23, 1949.

1258 - 7

EXHIBIT No.

DATE Nov. 16/48

FILED BY K.A.Christie

REAL PROPERTY SUMMARY

V.L.A. B.C. 480-P

JAPANESE NAME: Harry Yoshitaha TAKATA - - Reg. No. 00146.

CATALOGUE NO: Part of The Director, The Veterans' Land Act first offer.

PROPERTY ADDRESS: R.R.#1, near Scott Road, Municipality of Delta.

LEGAL DESCRIPTION: Part 8.75 acres more or less, of a 28.75 acre portion of the S.E.$\frac{1}{4}$ of Sec. 36, Twp. 4, as shown and colored Red on sketch deposited No. 1250, Municipality of Delta, New Westminster District.

TITLE: In name of Harry Yoshitaha TAKATA.

ENCUMBRANCE: Reservation of mines, minerals, gas and petroleum as in deed 144759-E.

Vesting in Custodian filed 31st August 1943 as No. 26194.

ASSESSED VALUE: 1942 - 8.8 acres.
Land $525.00
Improvements $600.00, Total $1125.00, Taxes $13.46

CLASSIFICATION: Poultry farm and dwelling. Custodians' representative reported the farm as having an area of 8$\frac{3}{4}$ acres, of which about 3 acres were cleared, with 3 room farm house and a 20 x 60 chicken house. Buildings were insured for $795.00. The policy was transferred to The Director, The Veterans' Land Act.

HISTORY OF ADMINISTRATION:

1. Administered by the Custodian subject to lease as below.
2. Before being evacuated Takata rented the farm and buildings for the duration of the war to Mrs. G.H.Johnson, at a rental of $10.00 per month. The rental was paid through the agency of H.D.Campbell to the Custodian from May 1942 to July 1943, 15 months $150.00.

SOLD: To The Director, The Veterans' Land Act for $669.00 as at 1st January 1943. Approval of Advisory Committee dated 1st June 1943.

In view of rents collected by the Custodian up to July 1943, an adjusting credit of $76.00 (being 8 months rent less agents commission of $4.00) was allowed to The Director, The Veterans' Land Act.

FUNDS: Released to the credit of Harry Yoshitaha TAKATA on 19th May 1943 - Operating account: rental $150.00 plus refund on insurance $11.48, total $161.48, less repairs $13.42, taxes $13.46, commission $11.50, allowance of rental to The Director, The Veterans' Land Act $76.00 total $114.38. Net operating credit of $47.10. On capital account - sale price, $669.00, less Certificate of Encumbrance $1.00, registration fee $3.00, legal fees $15.00, Net capital credit of $650.00. Total net credit $697.10.

TITLE: Included in C. of T. No. 170952-E issued to The Director, The Veterans' Land Act March 9th, 1944.

The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED October 23rd, 1945. "Ian Macpherson"

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

March 23, 1949. C.A.Hyde