

1894

314 Powell Street

OFFICE OF THE CUSTODIAN
JAPANESE SECTIONFILE NO. 1594
EXHIBIT No. 1258-4
DATE NOV 10 1940
FILLED BY H. A. Christie

To be completed by persons of the Japanese race having property in any protected area. The 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: 1 660 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 \$13.46 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, BC
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: H. 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 \$860.00 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

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, B. C.

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. Beneficiary 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

REMARKS:

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 1942.

(Signature)

Witness

FOR DEPARTMENTAL USE

P.D. 8/4/43

INFORMATION FROM R.C.M.P.

Date June 21/43

Our File No. 1894

Full Name TAKATA, Harry Yoshitaka
(Surname in Block Letters)

Registration No. 00146

Male - Female
(check) ☒

Age Jan. 8, 1890

Former Address 660 Hornby St., City

Date Evacuated 23/9/42

Naturalized - Canadian-Born - National
(check) ☒

Present Address Popoff Farm, Elocan, B. C.

Married - Single
(check) ☒

Name of Wife Rutsu #00286

Name of Husband -

Name of Mother TAKATA, Taku (Japan) Name of Father Seiso (Japan)

Names of Children under 16 Masako 15 #10143

Requested by C. Girard

Registered with Custodian yes
(Yes or No)

Additional Information Grocer. Owner of grocery store & 9 acres land at
New Westminster, Philco radio & camera

DATE NOV 18 1948REAL PROPERTY SUMMARY

FILLED BY

R. P. Aspinall

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

JAPANESE NAME: Harry Yoshitaka 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 Yoshitaka 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 \$13.46CLASSIFICATION: Poultry farm and dwelling. Custodians' representative reported the farm as having an area of 8 $\frac{1}{2}$ 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 Yoshitaka 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.

FUNDS:

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.

William A. Thompson

PERSONAL PROPERTY SUMMARY

File No. 1894

1st November, 1946.

Re: Harry Yoshitaka TAKATA - Reg. No. 00146

CHATELS: The above Japanese registered with this office on the 27th March, 1942, and declared furniture which he valued at \$300.00, store fixtures and stock in trade in Vancouver. His business in Vancouver was sold to Mr. D.M. Bistich on the 14th May, 1942, by him for \$750.00 which sum was collected by H.D. Campbell and forwarded to this office and credited to TAKATA's account on the 19th September, 1942.

According to a list of chattels supplied by Morris & McLennan, on the 11th Nov. 1942, it would appear that the balance of the chattels belonging to TAKATA were stored at the warehouse of the Purchasers Co-operative Association by him. At his request of the 17th June, 1943, a portion of these were shipped to him and on the 30th October, 1943, an additional request for more was received. Of the goods not shipped to him only two items could be identified as his because of breaking and entering into the warehouse. These items were sold by public auction on the 23rd March, 1944, for the net sum of \$3.32 which amount was credited to his account here.

SPECIFIED ARTICLES: Although not declared, TAKATA surrendered a Radio and camera to the authorities.

The former was sold by public auction on the 20th Dec. 1943 for the net sum of \$27.10, which sum was forwarded at his request on the 9th June, 1944, upon his sending his R.C.M.P. receipt. His camera was shipped to him through the Dept. of Labour on the 18th July, 1944.

BONDS & INVESTMENTS: The above Japanese declared a number of Victory bonds left in his safety deposit box. These were not brought under control by the Custodian, nor was the B.C. Purchasers Association's account in which he had 10 shares.

BANK ACCOUNT: TAKATA declared a bank account at the Bank of Montreal, Vancouver. This was not brought under control by the Custodian.

LIFE INSURANCE: TAKATA declared having 3 Sun Life Insurance policies. These were not brought under the control of or administered in any way by the Custodian.

SAFETY DEPOSIT BOX: TAKATA declared having one at the Bank of Montreal, Vancouver. This was not brought under control by the Custodian.

This file reveals no other personal property assets.

The above summary is certified to be in accordance with the information on file.

W.E. Cameron

503.45

NAME _____

TRICA: Harry Yoshitaka

FILE NO.

1094

[illegible]

LIABILITY SUMMARY

File No. 1594

1st November, 1945.

Re: HARRY Yoshitaka TAKATA - Reg. No. 00146

The above Japanese declared no liabilities and his file reveals

The above summary is certified to
be in accordance with the information
on file.

Whelan

MEMORANDUM

August 10, 1943.

TO: File No. 1894
FROM: Specified Articles Department

Re: TAKATA Yoshitaka Harry. Reg. #00146

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>APPRAISED VALUE</u>
RADIO	Philco Mantel Radio ✓ Serial No. G 19059	\$15.00
CAMERA	× Zeiss Ikon folding camera Serial #L-45813 Lens #258646	\$60.00

HS

✓ Sold by Auction 20/12/43 - Vancouver Radio 1.
× Shipped to owner 18/7/44 by B.C.S.C.

MEMORANDUM

File No. 1894

August 12th, 1943.

TO: The File

FROM: Mr. C. E. Spain

Re: B. C. Purchasers Co-operative Association

As the B. C. Security Commission had accumulated sufficient Custodian releases to justify the opening of the premises at 373 East Hastings St., I telephoned Mr. Solomon of Harris & Solomon, the legal representative of the Association, and suggested to them that they should bring the key, and accompany the Custodian officials and members of the B.C. Security Commission, to arrange identification of chattels.

At 9:00 A.M. today we all met as arranged and Mr. Solomon with the key attempted to open the front door. This proved impossible as there appeared to be some obstruction inside, quite apart from the bad condition of the lock on the door. Eventually we were able to gain entry through the rear door and were then able to understand why the front door could not be forced. Thieves had entered by the front door, and had placed large planks against the door, preventing the opening of it which would insure their uninterrupted examination of all the chattels, most of which appeared to have been packed in boxes. The lids had been torn off the boxes and contents smashed and scattered over the floor, and piled up in a state of utter confusion, making shipment impossible. Both Mr. Solomon and the B. C. Security Commission representative realized the futility of attempting to identify and separate the chattels, as the truck was dismantled.

Mr. Solomon called in detectives who made a cursory examination and left without making comments. This particular location is the largest corner of the worst slum in Vancouver.

All chattels were eventually moved to our warehouse and sold by public auction.

Mr. Solomon sent a representative who in company with our Mr. S. A. Smith, spent about one week identifying chattels on the basis of a list supplied by Mr. Solomon. This identification was accomplished only with extreme difficulty.

Under the aforementioned circumstances, the Custodian can assume no responsibility for anything that may be missing.

CEB:LSB

Wm. E. Lyman

No. 7

F. 112

Royal Canadian Mounted Police

\$

Vancouver, B.C. July 13 1942

Received from

Harry Yoshitaka TAKATA (00146)

~~the~~ 391 Powell St. Vancouver, B.C.

1. Photo Martel Pack. # C. 19059

& 1. Zeiss-Ikon folding camera # 258646
on lens.

Dollars,

100

Signature

H.B. Jefferson Esq.
1/C Rank & Senior Registrar

ROYAL CANADIAN MOUNTED POLICE

Form 2004

EXHIBIT REPORT

No. 750 (2)

HEADQUARTERS File No.

SUB/DIVN. & File No. Vancouver

DIVISION & File No.

DETACHMENT & File No. C.I.R.

J.R.00146

DATE December 14th, 1943

Re: Donaldson Harry SARATA, 301 Powell St., Vancouver.

On July 15th, 1943 1 P.M. Jefferson, (Name)

Came into possession of the following described goods by

Donated by (Name and place of origin)

No. of Ex.	No. of Packages	Qty. of Each	DESCRIPTION OF EXHIBITS
	2		Philco Model radio. Serial 9 013039. (1)
	1		Leica folding camera, Serial 928045 on lens. (2)

FILE 1894

REMARKS: Handed over to the Custodian of Allan Ross property.

DATE Dec 17 1943 (Date fully deposited)

Signature of Custodian

CERTIFIED CORRECT
P.M. Jefferson, C.I.R.

File No: 1894

Name: H. Y. Takata

November 11, 1942.

LIST OF GOODS STORED AT WAREHOUSE OF B. C. PURCHASERS CO-OPERATIVE ASS'N
OCTOBER 20TH 1942

#34	✓ 1 only Trunk, taken out May 22/42
35	✓ Washtub with Mdse.
36	✓ Wooden Box Mdse.
37	✓ " " "
38	✓ " " "
39	✓ Clothing Bag
40	✓ Wooden Box Mdse.
41	✓ Box of Records
42	✓ Suit Case
43	✓ Box of Glassware
44	✓ Wooden box of mdse.
45	✓ Carton " " "
52	✓ Lamp Stand
53	✓ Writing Desk
54	Chair
	Kitchen chair

"As per list supplied by Norris & MacLennan. See
their letter of November 2nd, 1942. File 2/78."

S - Sold BY AUCTION - 23/3/44 Vancouver id
✓ - SHIPPED TO JAPANESE

BRITISH COLUMBIA SECURITY COMMISSION.CUSTODIAN RELEASE FORM

SLOCAN

Address Apt. #3 Rm. 23Date June 10, 1943.Popeoff, Slocan City, B. C.To: The Secretary of State, acting in his
capacity as Custodian, Vancouver, B.C.I, H. Y. Takata, Police Registration No. 00146

hereby request you to release to me the under-noted property
stored at 573 E. Hastings St., Vancouver, B. C. (B.C. Purchasers Assn.)
in possession of Custodian of Enemy Alien Properties.
and I release you from any claim whatsoever with respect to
such property.

Description of Property:

- 1 Trunk Dark Brown containing Clothing. 5 or 6 Milk cases contain-
ing chinaware & food.
- 1 suitcase Light Brown containing Clothing.
- 1 Kori Box Light Brown containing Clothing.

(Tag with name of H.Y. Takata on each of these articles.)Original Address 660 Hornby St., Vancouver, B. C.

Date Evacuated to Vancouver _____

Date Evacuated to Present Address Sept. 24, 1942.Number in Family - 12 years and over 3Number in Family - 5 to 11 years old nilNumber in Family - under 5 nilTOTAL NUMBER IN FAMILY 3I agree to pay all charges as required by the British Columbia
Security Commission.APPROVED:
BRITISH COLUMBIA SECURITY COMMISSIONPer: L. S. Skinner

ENC. June 17/43.

H. Y. Takata
Claimant Signs Here

CAUTION SECTION
 SLOCAN
 NOV 5 1943
 File No. 1894
 Ans. *McLoom*
 Referred

BRITISH COLUMBIA SECURITY COMMISSION.

CUSTODIAN RELEASE FORM

Address Apt. 3 - Room 123, Popoff

Date October 30, 1943

SLOCAN CITY, B. C.

To: The Secretary of State, acting in his
 capacity as Custodian, Vancouver, B.C.

I, H. Y. TAKATA, Police Registration No. 00146

hereby request you to release to me the under-noted property
 stored at B.C. Purchasers Ass'n. Warehouse, 573 E. Hastings St., Vancouver, B.C.
 in possession of Custodian
 and I release you from any claim whatsoever with respect to
 such property.

Description of Property:

2 only Washtub (contents Kitchen Utensils)

5 Wooden Boxes Milk Cases (contents Chinawares)

Original Address 660 Hornby St., Vancouver, B. C.

Date Evacuated to Vancouver _____

Date Evacuated to Present Address Sept. 24, 1942.

Number in Family - 12 years and over 3

Number in Family - 5 to 11 years old Nil

Number in Family - under 5 Nil

TOTAL NUMBER IN FAMILY 3

I agree to pay all charges as required by the British Columbia
 Security Commission.

APPROVED:
 BRITISH COLUMBIA SECURITY COMMISSION

Per: *H. Y. Takata*

H. Y. Takata
 Claimant Signs Here

Custodian,
 Royal Bank Building,
 VANCOUVER, B. C.

November 4, 1943.

Two copies of release to you for shipment when you are
 prepared to deliver us these goods and the 5 or 6 other requests from
 573 East Hastings.

C. W. Fisher
 C. W. Fisher,
 Transportation.

NAME TAKATA, Harry Yoshitaka

REGISTRATION NO. 00146

FILE NO. 1894

The following chattels were sold by public
auction at 972 Powell, Vancouver, B.C. on March 23, 1944.

Small table
Desk

\$ 0.25
3.50

Total:

\$ 4.05

Less Expenses: (Auctioneer's Fee:
(Advertising:
(Moving:

\$0.40
0.09
0.24

\$ 0.73

Net Proceeds Credited:

\$ 3.32

Members of Custodian Staff Present.

Mr. Wills

Extracted from Auctioneering list No. Vancouver 14

Remarks.

NAME TAKATA, Harry Yoshitaka

REGISTRATION NO. 00146

FILE NO. 1594

The following chattels were sold by public
auction at 992 Powell, Vancouver B.C. on December 20, 1943.

Philco Mantel

\$32.00

Total:

Auctioneer's Fee

\$ 3.20

~~\$ 32.00~~

Less Expenses:

Advertising

.44

\$ 4.90

Moving

.26

Storage

1.00

Net Proceeds Credited:

\$ 27.10

Members of Custodian Staff Present. Mr. Wills.

Extracted from Auctioneering list No. Vancouver Radio 1.

Remarks.

File No. 1894

January 14th, 1944.

MEMORANDUM

TO: File
FROM: Mr. Spain

Re: Cameras and Optical Instruments

Y. H. TAKATA

The undermentioned article was delivered by the Royal Canadian Mounted Police to the Custodian and stored in the Custodian Warehouse at 992 Powell Street pending instructions re disposal by auction or otherwise.

Articles:

Zeiss Ikon Tearette

032/1894

enc. to Spain

RE - TAKATA, HARRY Y.

660 Hornby Street, Vancouver, B. C. - C0146

SUPPLEMENTARY REPORT

YOUR FILE NO. 1894.

1. Mr. Takata has today requested permission from your Office to sell his business at the above address, commonly known as the "Devonshire Grocery", Title to which is registered in the Court House apparently without lien.
2. The basis of the sale, which is a conditional one, is as follows:- The purchase price is \$750.00, - \$500.00 being the down payment, the balance of \$250.00 payable on the 14th September, 1942. A copy of the Conditional Bill of Sale, which is to be executed on the 14th inst., is attached hereto.
3. The Purchaser, David Michael Ristich of 719 Jarvis Street, has deposited with me \$500.00 which comprises the down payment and was tendered as a deposit pending the execution of the Deed.
4. In order to facilitate the final discharge of the Conditional Bill of Sale, Ristich has further tendered to me a post-dated cheque for \$250.00, dated the 14th September, 1942, drawn on the Bank of Toronto, Hastings and Seymour Branch.
5. I am having drawn a Discharge of the Conditional Bill of Sale, undated, to be signed by Mr. Takata, which he will leave with me to be handed over to Ristich on payment of the post-dated cheque. I felt this advisable as Takata will, at that time, be located outside the protected area.
6. Both Takata and Ristich have mutually agreed to waive any adjustment in connection with the assignment of license, insurance, light and gas, etc. In other words Ristich is taking the business over exactly as it stands and assuming liability for outstanding gas and light bills, which are current, and absorbing the refund normally coming to Takata on the transfer of license and insurance.
7. Takata has completed the Declaration and Statement under the Bulk Sales Act which is negative. This Declaration will be forwarded to you on completion of the sale. The Purchaser has further satisfied himself that Takata's accounts with the wholesale people are paid right up to date.
8. Mr. Ristich's Lawyer, Mr. Burton, is making a search of Title on the morning of the 14th, prior to the execution of the Deed.
9. With regard to Mr. Takata's financial position, reference to the "JP" Declaration shows that he has a bank balance at the Bank of Montreal, Hastings and Main Street Branch, slightly in excess of \$3000.00. I have verified this with the Bank.
10. I therefore recommend that you immediately authorize me to approve the execution of the sale in view of the fact that it has been requested by Mr. Takata, and he is satisfied with the price and the above arrangements of sale; and further recommend that you authorize me to immediately turn over to Mr. Takata the \$500.00 down payment paid

Re- Takata, Harry Y.

on the Conditional Bill of Sale. In view of Takata's financial position, apart from this sale, and the fact that I will have control of the \$250.00, the balance of the purchase price, for a period of four months, there should be no objection whatsoever to turning this money over to him immediately.

Re- Property at R. R. #1, New Westminster, B. C.

1. Reference to the "JP" Declaration shows that Mr. Takata owns a property of 8 $\frac{1}{2}$ acres, of which approximately three acres are cleared, at the above address. Inspection of this property shows it to be located just off Scott Road on R. R. #1, within a quarter of a mile of Kennedy Station.
2. There is a three room dwelling of frame construction on the property and a 20x60 poultry house, also of frame construction.
3. The buildings are insured for \$795.00 under Policy No. 6251603 with the New England Fire Insurance Company. This expires on the 9th of January, 1945.
4. The taxes are current.
5. The property is presently rented to a Japanese friend of Takatas named S. Arai. This man has been in a bad fix financially and is literally years behind in rent, against which Takata does not wish to make any claim whatsoever.
6. As Arai is being evacuated within the next ten days, Takata has found a white tenant for the property. She is a Mrs. Johnson, presently staying at R. R. #1, New Westminster, B. C. She is the wife of a soldier overseas, has two children, and has arranged to rent the property from Takata for the duration of the war.
7. To implement this arrangement, I have confirmed the agreement by letter to Mrs. Johnson, requesting her confirmation of the details, and obtained a letter of confirmation of these arrangements from Mr. Takata also. Signed copies of these are enclosed herewith.
8. Mr. Takata has given me authorization and instructions to see that normal repairs, and at the moment some specific improvements and repairs which are outlined in the agreement attached, are effected.
9. As Mrs. Johnson is taking occupancy for the duration of the war and there will apparently be no question of re-renting, I recommend that you approve of Mr. Takata's wish that I look after this property on his behalf, collecting the rent, paying the taxes and repairs etc., remitting the net to him every three months and accounting to you at the same time. In view of the circumstances and Mr. Takata's urgent request I am prepared to do this.

Discussed with
Mr. Richardson, who advised
that he wished to manage
the property. Write letter
May 12, 1942.

[Signature]

✓
Vancouver, B. C.,

May 12, 1942.

H. D. Campbell, Esq.,
512 Standard Bank Building,
510 West Hastings Street,
Vancouver, B. C.
Attention Mr. Messenger:

Dear Sir:

I have received a copy of your letter to Mrs. Johnson in connection with her rental of my property, R. R. #1, New Westminster, B. C. The details outlined are in accordance with verbal arrangements that I made with her and which you approved on behalf of the Office of the Custodian.

Please accept this letter as my confirmation of these arrangements.

Yours very truly,

(SIGNED) H. Y. TAKATA

RE - TAKATA, HARRY Y.

660 Hornby Street, Vancouver, B. C. - 00146

YOUR FILE NO. 1894.

R. R. No. 1, New Westminster, B. C.

1. I have today received a Money Order for \$4.08 from Mrs. G. H. Johnson which, together with the attached receipts totalling \$5.92 covering material for repairs and decorating, agreed to by Takata and Mrs. Johnson, makes up the amount of \$10.00 and represents the second month's rent covering the period from June 22 to July 21, 1942.

2. Mrs. Johnson took tenancy of the property on the 22nd of May. The rent for the ~~subsequent~~ month period was deposited with me when the original agreement was entered into on the 12th of May.

3. I have today acknowledged receipt of this Money Order and receipts, and enquired of Mrs. Johnson what has been done or what she proposed to do in connection with the repairs to the leaking roof, repair of which was also agreed to in the Rental Arrangement.

4. I am depositing this \$4.08 to Takata's credit making a total of \$14.08 as at today's date, and will hold this money until I hear from Mrs. Johnson as to the cost of the roof repairs. *mm*

[Signature]

June 25, 1942.

June 25, 1942.

Mrs. G. H. Johnson,
R. R. #1,
New Westminster, B. C.

Dear Mrs. Johnson:

Re- Property of Harry Y. Takata,
R. R. #1, New Westminster, B.C.

I wish to acknowledge receipt of your Money Order for \$4.08 which, together with the receipts for \$5.92 covering disbursements in connection with decorating and repairs, completes the rental payment for the period from the 22nd of June to the 21st of July, 1942.

In the Agreement made between yourself and Mr. Takata, there was mention made of repairs necessary to the roof which apparently was leaking around the chimney. It was my understanding that you intended to contact somebody and obtain a price for these repairs and have them done. Will you be good enough to advise me if anything has been done in this connection or what plans you have for effecting these repairs.

Yours very truly,

H. D. CAMPBELL.

Per.

Agent for the Office of the Custodian
in the matter.

RCM:JM

1711 New Westminster
June 29, 1942

Mr Messenger
508-512 Standard Bank Bldg.
Vancouver B.C.

Dear Mr Messenger:-

In reply to your letter of the 25 instant regarding repairing of the roof I wish to say that there has been no leakage since I came here and we have had a lot of rain. However when I was speaking to Mr Takata he mentioned the fact that the sink was in need of repair and it slipped my mind when speaking to you. I found that it was badly in need of repair and so had it repaired. The repairs needed was a new floor under the sink and new cabinet and drain boards. I bought the materials and hired a man to do the repair. The materials

costing 3.50 and the labor 4.00. If this does not meet
with Mr Taketas approval I will bear the expense.

Regarding the shed which was to be taken off I have
found that if the old steps etc were torn out and a
new floor put in the shed would be very useful to me.

I have a friend who is willing to do the work for me and
the cost of material will be about 3.00. I will also bear
this expense if I have your approval to make this repair.

yours truly

Mrs G. H. Johnson.

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 G. 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 ($\frac{1}{4}$) 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 time 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 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 ^{or}Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisions and agreements, rights, powers, privileges and liabilities contained in this agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their 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 ^{or}Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the ^{or}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 "A. M. Young"
Street Address "630 Rogers Building"
City "470 Granville St., Vancouver, B.C."
Occupation.....
"Solicitor as to signature of vendor"

"Henry C. Macaulay" SEAL
"H. Y. Takata" SEAL

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 _____, 1929

.....
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, 1929, at the City of Vancouver,
in the Province of British Columbia, Henry C. Macaulay, 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 _____ "CMY"
British Columbia, this 14th day of March
in the year of our Lord one thousand nine hundred and twenty-
nine.

"C. M. Young"
.....
A Commissioner for taking affidavits within British
Columbia.

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

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

March 22, 1949.

[Signature]

FOR ATTORNEY

I HEREBY CERTIFY that, on the _____ day of _____, 192____, at _____
in the Province of British Columbia.....

(NOT FILLED IN)

DATED March 2nd 192____

Henry C. Macaulay

AND

Harry Yoshitake Takata

AGREEMENT

FOR SALE OF LAND

ACKNOWLEDGMENT OF OFFICER OF CORPORATION

I HEREBY CERTIFY that, on the _____ day of _____, 192____, in the

(NOT FILLED IN)

1894
40146

SOLDIER SETTLEMENT and VETERANS' LAND ACT

File No. BC/480-P

(JL-601)

Vancouver, B.C.

A.G. Duncan Crux, Esq.,
Randall Building,
535 West Georgia St.,
Vancouver, B. C.

TAKATA Hanay Yoshitaka

Dear Sir:-

Re: Part 8.75 acres more or less of a 28.75 acre
portion of the S.E. 1/4, Sec. 36, Twp. 4,
as shown and coloured Red on Sketch
deposited No. 1250, MUNICIPALITY OF DELTA.

I beg to acknowledge receipt of Duplicate
Certificate of Title No. 170952-E of the New Westminster
Land Registry Office for the above parcel of land in the
name of The Director, The Veterans' Land Act.

Included in the Veterans' Land Act cheque
for \$ 18,597.76 in favour of The Secretary of State,
forwarded to you and dated March 9th, 1944 is the
amount of the purchase price in full of the above land
arrived at as follows:-

Purchase Price	- \$ 669.00 ✓
Less arrears of taxes to January 1st, 1943,	- \$ --
Amount paid to Secretary of State	- \$ 669.00 ✓

Will you kindly acknowledge receipt of the
purchase price by signing the receipt on the duplicate hereof
and return it to me.

Yours truly,

W. H. C. Andke

T. Todrick,
DISTRICT SOLICITOR

RECEIVED Cheque covering the purchase
price in full of the land above described.

MAY 12 1944

Date

Solicitor for
The Secretary of State

Canada

DEPARTMENT OF THE SECRETARY OF STATE

OFFICE OF THE CUSTODIAN

JAPANESE EVACUATION SECTION

File No. 1894

Reg. No. 00146

506 Royal Bank Building,
Vancouver, B. C.

Mr. Harry Yoshitaka TAKATA,
c/o Mr. C. H. Froehner,
Bramerville, Ontario.

MAY 30 1944

Dear Sir:

Re: Municipality of Delta, Part 8.75 acres more or less of a
28.75 acre portion of the S.E. $\frac{1}{4}$ of Sec. 36, Township 4,
as shown and coloured red on sketch dep. No. 1250, Dis. of
New Westminster, C. of B. 52423.

You have previously been advised that a sale of lands in rural districts was entered into between this Department and The Director, The Veterans' Land Act.

Due to the size of this transaction, the arrangements for same and the completion of the transfer have taken a considerable time. Negotiations were started in the early part of 1943 and were based upon valuations made by qualified appraisers and on the basis of a sale effective as at January 1st of that year. This means that the 1943 revenues from the property were for the benefit of the purchasers, but that taxes, fire insurance and other operating charges were assumed by them.

The following is a statement showing the sale price and adjustments:

Sale price of above described property	\$ 669.00
Add:	
Unexpired insurance premium as at January 1st, 1943	11.48
	<u>680.48</u>
Less:	
Tax arrears to December 31st, 1942	\$
Registration fee	3.00
Encumbrance—Principal	
—Interest	
	<u>3.00</u>
Net proceeds of sale	\$ <u>677.48</u>

This amount has been placed to your credit and a statement of your account is endorsed hereon showing the present balance on our books. A small amount for legal fees in connection with the conveyance to the Veterans' land will be charged later.

Yours truly,

F. G. SHEARS,
Director.

R

1943		Debit	Credit	Balance
Jan. 1	Balance brought forward		\$280.12	\$280.12 CR
	Credit re Sale of Property		677.48	
	Land Registry Office O/E	\$ 1.00		
Feb. 13	Cheque to you	250.00		
Mar. 2	Rent for December '42.		9.50	
1944				
Jan. 26	Proceeds Auction Sale		27.10	
Apl. 21	Ditto		3.32	
		\$251.00	\$997.52	CR\$746.52

CGPT

Farm Appraisal Report

File No. 72,000

Land Description Part 6.75 ac. of 20.75 acre portion of S.E. 1/4 Sec. 26, Tp. 4, shown red on
Map of 1880.

House No. 550 North Road. Containing 6.75 Acres

Owner's Name HARRY Yoshitaka Takata Post Office Address 2,241, New Westminster, B.C.

Nearest Rail Point New Westminster, Distance 3 miles

Market Town " " Distance " "

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

Nearest School Kennedy School Distance 1/2 "

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 North Road - paved road.

EXHIBIT No. 1258-3

DATE Nov. 16, 1961

FILED Nov. 16, 1961

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

1874

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	24 x 28	Frame	1 sty.	Shingle	24	Wood	OK	\$ 200.00
Garage	20 x 20	"	"	"	20	"	"	125.00
Addition	12 x 20	"	"	"	20	"	"	25.00
BARN	12 x 15	"	"	"	20	"	"	100.00
Shed	20 x 20	"	"	"	20	"	"	
BARN	X							
	X							
GRANARY	X							
	X							
	X							
	X							

Total present day value \$ 250.00

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 chimney: No basement, brick chimney on bracket

No. rooms downstairs? 6 Upstairs? - How finished Shipyard 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, UNULATING, 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, UNULATING, 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.						
6.63	Level	Sandy loam 10" to 15"	hardpan	Clearing, stumping, breaking.	\$150 to \$200	132.00
Area Unsuitable for Cultivation.						
CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	

Total value of Land \$ 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

- \$800.00

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.)

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 removed. 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.

100%

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.

111

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

191

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

[illegible]

Amount fruit trees add to value of farm \$_____

Diagram of Property

Part 8.15 ac of a 28.75 ac portion of
SE 1/4 Sec 36 Tp. 4. R. 1250. — 8.75 ac.

Harry Yoshitaka Takata

Scale
200' = 1"

all bush.
mainly second growth alder

Garden Plot
mostly woods
Garden & buildings
house

Bayley Road

Scott Road

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.

Delany

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 6 1942

TELEPHONE
PACIFIC 1357

Investigation form

2 Jan 1942

April 4, 1942.

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

Dear Sir:

I take this opportunity of confirming the conversation which I had on April 2 with your Mr. Green, in regard to some of the Japanese whose businesses you have asked me to investigate and report upon.

In the case of Harry Y. Takata, No. 00146, I find that this man has over \$3,000.00 deposited with the Bank of Montreal, Hastings and Main Streets, Vancouver, B. C. Your Mr. Green advised me that, as this man has not yet been evacuated, it will be in order to allow him to carry on his business and also not to worry about the cash in the Bank.

At the time I received your Order to investigate Mr. Takata I was rather puzzled about the situation, as I felt that Mr. Takata might sell all his stock, trade and fixtures, etc., draw all monies from the Bank and leave British Columbia. I understand, in fact, that it is Mr. Takata's intention to leave for Eastern Canada at an early date.

I am mentioning this in a general way in order that there may be no misunderstanding and shall be glad, at some date in the near future, if you will make such cases clear and concise when giving instructions.

In other words should Mr. Takata's permit expire, I understand that it will be necessary to immediately padlock

April 4, 1942.

The Custodian, (Continued)

the premises and retain any goods left but so far as cash in the Bank is concerned I further understand that it would be no concern of mine.

I shall be glad to hear from you in due course.

Yours faithfully,

H. Campbell

HDC:JM

File 1894

RE - HARRY Y. TAKATA
660 Hornby Street, Vancouver, B. C. - 00146

1. As stated, this business is located at 660 Hornby Street, Vancouver, B. C.
2. The business is owned by Harry Y. Takata who apparently is working on his own account as a Grocer.
3. As the above-named has been given a permit to carry on until the 10th day of April, 1942, I contacted your Mr. Green on April 2 and after consultation with your Mr. Brown he telephoned me back to state that under the existing conditions it would be in order to allow Mr. Takata to continue carrying on his business until the permit expires, and that should the permit be renewed it would be my duty to keep in touch with Mr. Takata and get proof of same. I have therefore advised Mr. Takata that it will be in order for him to continue in the meantime, but that he must advise me of any extension or change in his plans. I have also instructed him to advise me immediately should he find a purchaser for the business or make any plans in regard to a transfer of the property.
4. The Fire Insurance in force at the present time is \$1,000.00 covering \$700.00 on stock, \$200.00 on fixtures and \$100.00 on household furniture, etc. This is stated in Mr. Takata's Declaration as \$1,500.00 in error. The Insurance expires on the 9th day of January, 1943.
5. I cannot make any further recommendations at the present juncture, but shall keep in touch with Mr. Takata from day to day and shall be glad to have any further instructions which you wish to forward in regard to the above-named.

Harold D. Campbell

4/4/42

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

OFFICE OF THE CUSTODIAN
JAPANESE SECTION

RECEIVED
APR 11 1942

TELEPHONE
PACIFIC 1357

April 10, 1942.

BW

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

Attention Mr. C. L. Drewry:

Dear Sirs:

Re- Harry Y. Takata,
660 Hornby Street,
Vancouver, B. C.,
Registration No. 00146

Your letter of the 9th inst. acknowledging my preliminary report on the above received and contents noted.

I contacted Takata two days ago to enquire if he had made any progress in his arrangements for selling the business and if any extension of his permit had been granted. He advised that he had accomplished nothing definite towards selling the business, as a matter of fact gave me the impression that he was making very little effort in this direction. He also inferred that he either hoped to or had received permission for his wife and daughter to carry on the business if he is evacuated.

Would you be good enough to advise me if such an arrangement is in line with the Government's general policy and would be permitted?

I note your request that an inventory of contents of such properties should be attached to my reports. I would draw your attention, as I have already done in my preliminary report, to the fact that as Mr. Takata is doing a normal business and not only selling but apparently purchasing goods, an inventory taken on a particular date would be useless within several days and there appears to be no purpose, therefore, in making such an inventory until he is ordered evacuated and the business closed down.

However, if it be your wish for me to make an inventory under these circumstances I will be glad to do so. You might also advise me on this point.

Yours very truly,

H. D. CAMPBELL.

Per *C. M. Mung*

RCM:JM

1894

8th May, 1942.

Harold D. Campbell, Esq.,
808-812 Standard Bank Bldg.,
Vancouver, B.C.

Dear Sir:

Re: Harry Yoshitaka TAKATA

Referring to your letter of April 10th, please impress upon Takata the necessity of finding a tenant for his grocery store at 660 Hornby Street, Vancouver, and not leaving the matter until he is evacuated.

It is not necessary to take a complete inventory of a going concern until such time as it is sold, or contents being placed in storage. We would like to have a list of the large items, and if there is any liens against them.

Yours truly,

GDM:ND

C. L. Drewry
Manager

"BULK SALES ACT"

STATEMENT AND DECLARATION

Statement showing Names of all Creditors of Harry Yoshitaka Takata, Proprietor of the Store at 660 Hornby Street, Vancouver, B. C.

NAME OF CREDITOR	ADDRESS	INDEBTEDNESS	WHEN DUE
------------------	---------	--------------	----------

NIL

I, HARRY YOSHITAKA TAKATA, of 660 Hornby Street, in the City of Vancouver, Province of British Columbia,

DO SOLEMNLY DECLARE:-

That the above is a true and correct statement of the names and addresses of all my Creditors in connection with my store at No. 660 Hornby Street, Vancouver, B. C. And shows correctly the amount of indebtedness or liability due, owing, payable or accruing due or to become due and payable by me to each of the said creditors.

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 Vancouver, in the Province of British Columbia, this 10th day of May, A.D. 1942.

Harry Takata

C. W. [Signature]

A Commissioner for taking Affidavits within British Columbia.

RE - TAKATA, HARRY Y.

660 Hornby Street, Vancouver, B. C. - 00146

SUPPLEMENTARY REPORT NO. 2

YOUR FILE NO. 1894.

1. I have today supervised the execution of the Conditional Bill of Sale covering the above property. A copy of the Conditional Bill of Sale, which was registered at the Court House today, is enclosed.

The following arrangements were made in accordance with your authority of even date.

2. I am also enclosing signed copy of a mutual agreement between Takata and the purchaser, David M. Ristich, waiving any claim for adjustments in connection with insurance, license, light and gas, etc.

3. There is attached hereto a Declaration under the Bulk Sales Act in which Takata swears that he has no creditors. I am personally satisfied that this is correct.

4. I am enclosing receipt from Mr. Takata for \$500.00 which I turned over to him today, being the amount of the down payment under the Conditional Bill of Sale.

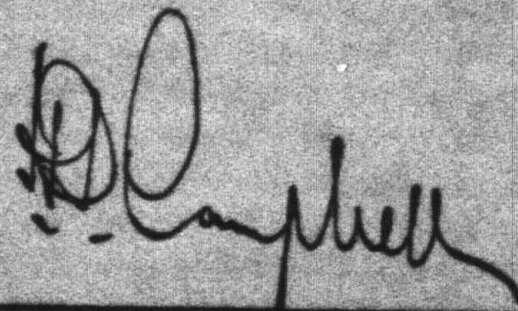
5. I am holding Ristich's post-dated cheque for \$250.00, payable to myself as Agent of the Custodian, to be presented for payment on the due date, namely September 14, 1942. Mr. Takata will give me instructions prior to his departure from the coast as to the future delivery of this money to him if, as and when collected.

6. Takata has left with me a signed but undated Discharge in Ristich's favour, to be handed over to Ristich on the payment of his cheque, in order that Ristich may have absolute title to the business.

7. Mr. Takata is keeping in close touch with me and I will report to you his movements as advised by him.

R. R. #1, New Westminster, B. C.

I have noted your instructions in connection with future handling of this Westminster property which I have rented to Mrs. Johnson. As soon as arrangements have been made for the repairs, I will report to you, enclosing a statement covering the rent received, and disbursements made for these repairs.



May 14, 1942.

CONDITIONAL BILL OF SALE

"CONDITIONAL SALES ACT"

These Presents Witness:

That Barry Yoshitaka Takata
 of 660 Hornby Street, British Columbia, hereinafter called the Seller, has delivered
 to David Michael Ristich
 residing at 719 Jarvis Street in Vancouver, B. C.
 (hereinafter called the Buyer), the goods hereinafter described, under a contract of conditional sale, the terms and conditions
 of which contract of conditional sale are as follows, to wit:

1. Said goods are now and shall remain the absolute property of the Seller until after the full and complete payment of
 the purchase price therefor, which purchase price is the sum of \$ \$750.00

2. That the Buyer has this day paid to the Seller, on account of said purchase price, the sum of \$ 500.00
 the receipt of which is hereby acknowledged.

3. That the balance of said purchase price, to wit: \$ 250.00, is evidenced by the
 following described promissory notes, to wit:
Dated and Cheque No. 2, 8/11/42

NUMBER	MAKER	DATE	DUE	AMOUNT
	David M. Ristich	May 14, 1942.	September 14, 1942.	\$250.00

4. That on full payment of said promissory notes, principal and interest, according to their terms, the title of said goods
 shall vest in the Buyer subject to the conditions herein contained.

5. The said goods and every part thereof at all times while out of the possession of the Seller shall be at the risk of the
 Buyer, and all loss of or damage to said goods or any part thereof shall be borne by the Buyer, and no such loss or damage
 shall operate to extinguish or diminish any liability upon said notes or any of them; and the Buyer further agrees to keep
 the said goods insured in a sufficient amount in favor of the Seller to cover his interest at all times before the vesting of said
 title in the Buyer by the making of said payments as aforesaid.

6. The Buyer shall at all times while the said goods are in possession of the Buyer have the right to use the same for all
 uses and purposes for which said goods are designed.

7. Said goods are described as follows, to wit:

All the merchandise, stock-in-trade, fixtures, furniture and
 all other personal property situate on the premises known as
 660 Hornby Street, Vancouver, B. C., known as Devonshire
 Grocery, including also the goodwill of the said business.

8. In case default shall be made in the payment of the said promissory notes or any of them or any renewal or renewals
 thereof, either on account of principal or interest, as and when the same shall become due and payable according to their
 terms and conditions, or should the Buyer at any time fail to do, observe, or perform any of the terms, covenants or conditions
 herein contained, or should the Seller feel unsafe with respect to said goods or the unpaid balance of purchase price, then upon
 giving notice to the Buyer in that behalf, the whole of the balance of purchase price remaining unpaid shall, notwithstanding
 the giving or accepting of the aforesaid promissory notes, immediately become due and payable and in default of immediate
 payment the Seller shall be empowered to take possession of the said goods with or without process of law, as the Seller may
 elect, and this contract shall thereupon be and become forfeited and determined at the election of the Seller and all sums
 theretofore paid by the Buyer shall be retained by the Seller as rent for the use of the said goods, but provided, however, that
 any such default on the part of the Buyer shall not operate to extinguish or diminish any liability upon the said notes or any
 of them. Provided further that the Seller may upon taking possession of the aforesaid goods elect to resell the said goods
 and apply the proceeds of such sale first in payment of all costs and expenses of seizure and sale, and the balance on account
 of the purchase price still remaining unpaid and in case of any deficiency the Buyer shall upon notice immediately pay the
 amount of purchase price then still remaining unpaid.

9. Payment in full of the hereinbefore mentioned purchase price is a condition precedent to the sale and transfer to the
 Buyer of the above described goods.

10. Wherever the singular or the masculine is 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 parties hereto have hereunto set their hands and seals this 14th
 day of May, A.D. 1942.

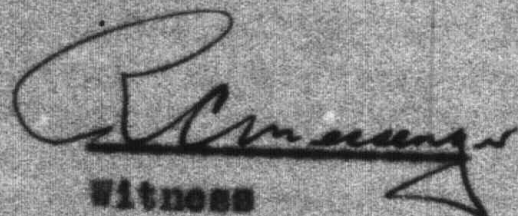
SIGNED, SEALED AND DELIVERED
 In the presence of

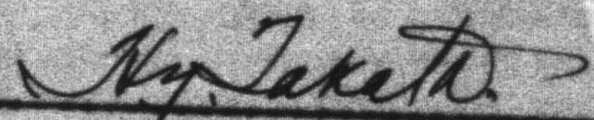
Allan Quinn
Vancouver B.C.
Witness

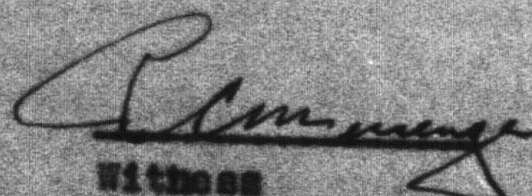
Barry Yoshitaka Takata
D. M. Ristich


Vancouver, B. C.,
May 14, 1942.

It is hereby mutually agreed by the undersigned in re the sale of the business, commonly known as the "Devonshire Grocery", 660 Hornby Street, that all claims by either party normally set out in a Statement of Adjustments, covering insurance premiums, licenses, light and gas, etc., are hereby waived, the Seller relinquishing any claims in this connection and the Purchaser, Mr. David M. Ristich, agreeing to take over any existing Accounts Payable by Harry Y. Takata. Mr. Ristich has satisfied himself that these are current.


Witness


Harry Y. Takata, Seller


Witness


David M. Ristich, Purchaser

Vancouver, B. C.,

May 14, 1942.

H. C. Campbell, Esq.,
812 Standard Bank Bldg.,
510 West Hastings Street,
Vancouver, B. C.

Attention Mr. Messenger:

Dear Sir:

I hereby acknowledge receipt of your certified
cheque in the amount of Five Hundred Dollars (\$500.00)
being the down payment made by Mr. David M. Ristich,
under the Conditional Sale Agreement entered into by him
and myself this day.

Ng. Tanaka

1894

September 23, 1942

Harold D. Campbell, Esq.,
808 Standard Bank Bldg.,
Vancouver, B. C.

Dear Sir:

Re: Harry Yoshitaka TAKATA

Please accept our thanks for your letter of the 16th instant enclosing cheque for the balance due from David M. Ristich covering the Conditional Sale Agreement with H. Y. Takata, and we also acknowledge receipt of \$26.58 on account of rentals of the property in New Westminster.

Yours truly,

G. D. Wilson
Administration Department

GDM/GH

Enc.

HAROLD D. CAMPBELL

CHARTERED ACCOUNTANT

808-812 STANDARD BANK BUILDING

VANCOUVER, B. C.

LICENSED TRUSTEE
IN BANKRUPTCY

TELEPHONE
PACIFIC 1357

ow 3 Milson

September 16, 1942.

Your File No. 1894. 00146

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

OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION

RECEIVED
SEP 18 1942

Attention Mr. G. D. Milson:

Dear Sirs:

Re- TAKATA, Harry Y.

Devonshire Grocery - 660 Hornby Street.

I have to advise you that David M. Ristich, who entered into a conditional Sale Agreement with the above evacuee covering the Grocery Business on Hornby Street, came into my Office on the 10th inst. and turned over to me an amount of \$250.00 in cash. On receipt of this money I have turned over to him a post dated cheque for that amount which I was holding, and as this settled the outstanding balance of the conditional Bill of Sale in full, I also tendered him a release signed by Takata which I had been holding, undated. Copy of this is enclosed herewith.

The \$250.00 is included in the enclosed cheque which is in accordance with the undernoted statement.

New Westminster Property. *Lodan*
Sell

Further to my conversation with Mr. Milson, I am including in the attached cheque the funds accruing from the rental of the above property. The statement showing the balance for which my cheque is issued is as follows:-

	<u>Debit</u>	<u>Credit</u>
May 15, By cash, Mrs. G. Johnson, rent from May 25 to June 25.		\$ 10.00
June 25, By cash, Mrs. G. Johnson, rent from June 25 to July 25, less repairs as per receipts forwarded to you.		4.08

September 16, 1942.

Your File No. 1894.

Office of the Custodian, (Continued).

	<u>Debit</u>	<u>Credit</u>
Aug. 1, By cash, Mrs. G. Johnson, rent from July 25 to August 25, less repairs of \$7.50 as agreed to		\$ 2.50
Aug. 18, By cash, Mrs. G. Johnson, rent from August 25 to September 25		10.00
Sept. 10, By cash, David Ristich, balance of conditional Bill of Sale Devonshire Grocery		<u>250.00</u>
Sept. 16, Cheque to G. W. McPherson, Deputy Custodian	\$ 275.58	\$ 275.58

I am also enclosing herewith Insurance Policy in an amount of \$795.00, No. 6251603 of the New England Fire Insurance Company, expiring on the 9th of January, 1945, covering the New *Zealand* Westminster property.

I understand it is your wish, in view of my acquaintance with this Westminster situation, that I continue to collect the rents in this matter. This is satisfactory to myself but if at any time you feel it would be advisable to place this property in the hands of a Local Real Estate Firm, please do not hesitate to advise me to that effect.

Yours very truly,

H. D. CAMPBELL.

Per. *C. C. McPherson*

RCM:JM
Encl.

(over)

Your File No. 1894.

September 1⁶ 1942.

P.S. While this letter was awaiting delivery I have been contacted by Mr. Takata, who is not evacuated as I thought but located in the hospital at Hastings Park, enquiring as to whether I had collected the balance of the conditional Bill of Sale to Mr. Ristich and if it was available to him. I advised him that this had been forwarded to you and instructed him to contact Mr. G. D. Milson direct with regard to its disbursement to him.

Takata's business affairs were wound up some months ago and I am personally very thoroughly acquainted with his financial situation which is extremely good. There is no reason whatsoever why this money should be withheld from him. I would appreciate your arranging to give him a cheque for the amount to his credit.

Edm.

I, HARRY YOSHITAKA TAKATA, of 660 Hornby Street, Vancouver, B. C., do certify that David Michael Ristich has satisfied all money due or to grow due on a certain Conditional Bill of Sale made by myself to the said David Michael Ristich, which Conditional Bill of Sale bears date of May 14th, A.D. 1942 and was registered in the office of the Registrar of the County Court of Vancouver at Vancouver, British Columbia, on the 15th day of May, A.D. 1942 as No. 69225 ; and that I am the person entitled by law to receive the money and that such Conditional Bill of Sale is therefore discharged.

WITNESSETH my hand this 10th day of Sept. A.D. 1942.

Edmund J. ...
WITNESS

Harry Takata

1894

September 22, 1942

Mr. Harry Yoshitaka Takata,
Vancouver, B. C.

Dear Sir:

We beg to advise you that we have received from Harold D. Campbell the sum of \$276.58 which we have placed to your credit, the amount of \$250.00 representing the balance due from Mr. David M. Ristich covering the Conditional Bill of Sale Agreement with you.

Yours truly,

G. D. Milson
Administration Department

GDM/GH

105-C. 13.2.42

Popoff

Slocan City, B.C.

Dec. 19, 1942.

Dear Sir -

We have been living formerly at
391 Powell st. Vancouver B.C. but now
we are living at Popoff, Slocan City B.C.
Could you please send us our radio and
camera? We are willing to pay for
freight and shipping expenses.

Enclosed with this letter is a copy
of the receipt.

Sincerely,

Harry Yoshitaka Sakata.



Royal Canadian Mounted Police

Vancouver B.C. July 13, 1942

Received from Harry Yoshitaka Jatakā (Reg. no. 00146)

391 Powell St. Vancouver B.C.

1 Philco Mantel Radio # C 19059

1 Zeiss - Ikon folding camera # 258646
on lens

(There was a case with this camera)

Signature J.R. Jefferson Est

Re Radio & Camera Registration

1894

February 12, 1943

Mr. H. Yoshitaka TAKATA,
Reg. No. 00146,
Sloan Extension, B. C.

Dear Sir:

Enclosed find our cheque for \$250.00 re-
presenting the balance due from David M. Ristich covering
the Conditional Bill of Sale of the Devonshire Grocery.

Yours truly,

G. D. Wilson
Administration Department

GDM/GH

Enc.

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name TAKATA, Mr. Yoshitaka

File No. 1894 Delta

*Popoff Farms
Shore R.C.*

Reg. No. 00146.

Company Sun Life

Agency Vancouver

Policy No. 441425

Premium - \$ 39.80

Payable: ^x Annually, Semi-annually or monthly

Month December Day 1st

REMARKS:

*Form letter 118
Sent Aug 19/43.*

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name TAKATA, Mr. Yoshitaka

File No. 1894

Chase B.C.

Reg. No. 10865

Company Sun Life

Agency Vancouver

Policy No. 2267812

Premium - \$ 50.70

Payable: ^x Annually, Semi-annually or monthly

Month July Day 5th

REMARKS:

*Letter 117
Sent out August 19.*

34

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name TAKATA, Mr. Yoshitaka

File No. 1894

Popoff Term

Reg. No. 00146

Slocum B.C.

Company Sun Life

Agency Vancouver

Policy No. 441425

Premium - \$39.80

Payable: ^X Annually, Semi-annually or monthly

Month December Day 1st

REMARKS:

Letter sent 2/18/47

c/o Mr. C.H. Prudhomme,
Beamsville, Ont.,
April 24, 1944.

Mr. H.F. Green,
Office of Custodian,
Vancouver, B.C.

Dear Sir:

Referring to your letter of April 18, 1944. File No. 1894 I have enclosed with this letter the R. C. M. P. official receipt which I received when my radio and camera were turned in.

As stated in the letter, my camera was not disposed of so I'd appreciate if you would please send it with the case as soon as possible.

Thanking you in advance...

EVACUATION SECTION	
Rec'd	APR 24 1944 APR 28 1944
File No.	1894
Ans.	
Referred	<i>Green</i>

Yours truly,

N. Y. Takata.

EVACUATION SECTION	
JUL 14 1944	
Rec'd	<i>h</i>
File No.	<i>1894</i>
Ans.	<i>HM</i>
Referred	<i>Green</i>

c/o Mr. C.H. Prudhomme,
Beamsville, Ont.,
July 10, 1944.

Mr. H.F. Green,
Office of Custodian,
506 Royal Bank Bldg.,
Vancouver, B.C.

Dear Sir:

Thank you for the cheque which I received through B.C. Security Commission of Toronto. Up to the time of writing, I have not yet received my camera. Kindly check into this matter again and I'd appreciate if you would make the shipment of my camera as soon as possible.

I thank you in advance for your prompt attention.

Yours truly,

Hy. Takata.

EVACUATION SECTION	
Rec'd	JUL 1 0 1944
File No.	1894
Ans.	
Referred	<i>Green</i>

360 Homer Street,

VANCOUVER, B. C.

18th July 1944.

Mr. Harry Yoshitaka YAKATA,
Reg. No. 00146,
c/o G. H. Frohman,
BRANDVILLE, Ontario.

Dear Sir:

We are shipping your camera today
"Express Collect", under separate cover, and regret
the misunderstanding which caused the delay in for-
warding same to you.

Yours truly,

BRITISH COLUMBIA SECURITY COMMISSION

F. I. MacRae
F. I. MacRae.

FED/CM

C.C. to Mr. H. F. Green, Custodian's Office.

18-1-44

1st November, 1946.

REGISTERED

Mr. Harry Yoshitaka TAKATA,
Registration No. 00146,
Beamsville, Ontario.

Dear Sir:

Your file has now been reviewed and we are attaching hereto Custodian cheque in the amount of \$704.42, representing your full remaining balance at this office. We are also attaching a statement of your account at this office showing details from the date when one was last sent to you.

When registering with this office you stated that your Title document was at the Bank of Montreal in Vancouver, we presume in your safety deposit box there. We have no record of this document being sent as yet to this office, and therefore request that you send it without delay as it has been cancelled at the Land Registry Office.

It would appear that we have accounted for all the property left by you in the Protected Area which vested in the Custodian, and in order that you may confirm this and acknowledge the cheque, we are enclosing a stamped addressed envelope for your convenience in replying.

Yours truly,

W.E. Anderson,
Office of the Custodian.

WBA:HA
Encl.3(chque)

EVACUATION SECTION	
Rec'd	NOV 25 1946
File No.	1954
Ass.	
Referred	<i>[Signature]</i>

c/o C.H. Prudhomme,
Beamsville, Ont.,
November 21, 1946.

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

Dear Sir:

Received the statement with the Custodian cheque,
the amount of \$704.42.

I have accepted the cheque but I do not consider
it a fair amount. About this matter I wish to secure a
just settlement of my property.

Yours truly,

[Signature: K. J. Taketa]

Close file

VLA.

NOV 24 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.

12601
RC 480P.
Sur. 29

1894

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 Corner of Scott & Bailey Rds. Municipality of
(a) Street Address (if any) Delta; District of New Westminster, 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. 1/4 of sec. 36, Township 4, as shown colored red on sketch dep.
#1250. District of New Westminster, B.C. C. of L. 52423
- (c) Type of Real Property (cross out words which do not apply):
(i) ~~Farm~~
(ii) ~~Business~~ 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 re-
ceivable) - - - - - \$ _____
(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 Yoshitake Takata*
of *Nelson*

of the Township -
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 *20*-day of *November*
A.D. 1947. *W. H. Hovey*

Harry Yoshitake Takata

A Commissioner &c. *W. H. Hovey*

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.

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1944

Case No. 1288

LEGISLATIVE COUNCIL OF THE PROVINCE OF

Ontario, Ontario,
November 18, 1944.

IN THE MATTER OF THE ESTATE OF
WILLIAM JAMES TAYLOR

WILLIAM J. TAYLOR

E. A. Christie, Esq., K.C.

IN THE MATTER OF THE EVIDENCES ACT
PART I. EVIDENCE STATUTES OF CANADA, 1957, CHAPTER 27.

JANUARY PROPERTY CLAIMS COMMISSION

EXHIBIT

THE COMMISSION, JAMES J. A. HARRISON, PRESIDENT.

Toronto, Ontario.

November 15, 1968.

IN THE MATTER OF THE CLAIM OF
MISS MARGARET MCGILL

MISS MARGARET MCGILL

APPEARANCES:

H. A. GIBSON, Esq., B.C. appearing for the
Respondent.

J. E. GIBSON, Esq., appearing for the
Claimant.

A. GIBSON, Esq., Secretary.

H. J. HARRISON, Esq., Official Interpreter.

J. E. HARRISON, Esq., Official Reporter.

Q. Now,
D-42.

THE ALABAMA DEPARTMENT OF REVENUE, the Alabama Bureau, having been first duly sworn, testified as follows:

EXHIBIT EXHIBIT NO. 1, 1934:

Q. I am showing you a check entitled Bush.

Is that correct? Is that your signature at the bottom?

A. Yes.

Q. This check was prepared under your

instructions? A. Yes.

Q. You want the contents to be true?

A. Yes.

THE ALABAMA DEPARTMENT OF REVENUE, the Alabama Bureau, having been first duly sworn, testified as follows:

EXHIBIT EXHIBIT NO. 2, 1934:

THE ALABAMA DEPARTMENT OF REVENUE, the Alabama Bureau, having been first duly sworn, testified as follows:

EXHIBIT EXHIBIT NO. 3, 1934:

Q. Now, prior to the examination you

were the owner of some farm property known as 500

South Road, New Rochelle, is that right?

A. Yes.

Q. Tell us, how far was this property of

your farm the town of New Rochelle?

A. Four miles.

Q. Was there any street car or bus service?

A. There was bus service in front of my

place on South 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 that you have sold now

2. Sakata,
Is not.

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

3 A. Yes, it is located in the center of a
4 village and in the past building a store went up,
5 and a gasoline station and a pool room.

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

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

11 A. Yes, it is on the main road.

12 Q. The city industries are close by?

13 A. Yes, the North Road is the main Highway
14 to Vancouver Beach, that is a summer resort.

15 Q. You grow some fruit on this property?

16 A. Just a few.

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

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

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

23 A. Yes.

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

26 Q. For hens? A. Yes.

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

29 Q. How many chickens?

30

E. Tashiro,
in chief.

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

3 Q. How hundred chickens? A. Yes.

4 Q. How about the house? A. That is just
5 a wood shed, and I put a little hay and some straw in
6 it.

7 Q. Did you rent that out as long as for
8 yourself?

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

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

13 Q. Do you run a chicken farm on this property?

14 A. Yes.

15 Q. I am showing you an agreement for sale of
16 land between Harry S. Haskinsley, and Harry Yoshitake
17 Tashiro, dated the end of March, 1937, in which the
18 consideration for the purchase of certain property
19 is shown. A. Yes.

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

22 A. Yes.

23 Q. Was the consideration paid for this land
24 shown? A. Yes.

25 (AGREEMENT FOR SALE MAKING EXHIBIT NO. 7)

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

28 A. At the time of evacuation the whole family
29 of two children and the father and mother were living
30

H. Takata,
in chf.

1 in the house.

2
3 Q. That would be a little hard on the house,
4 would it?

5 A. Oh yes, it is.

6 Q. How long had they been living there?

7 A. Since 1933.

8 Q. What was the name of the tenant?

9 A. As that Miss Mr. Arui, and after the
10 evacuation I rented to another party.

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

14 A. Well, it was fair.

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

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

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

22 Q. It says the floors in the main house should
23 be renewed? A. I built the main house there
24 in 1933. It was in very good condition.

25 Q. What about the foundations of the house?

26 A. That was all right.

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

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

H. Tamm,
in chief.

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 30. Of course that is a very very low price
for that time. We built a 30 x 30 chicken house last
year cost us \$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

E. Jackson,
22 1/2.

Q. Now, 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 sold it for \$1000 in 1929?

A. Yes.

Q. And you are saying now you figure the value is \$1000?

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 school near and a train station and a bus.

Q. Those things had all grown up since you bought it?

A. Yes, the school and the train and 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. The boy went to the university.

Q. In other words you say you 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. Kraft?

A. Yes, he couldn't make a living; he worked for the pulp mill company and he

Q.
A. Yes,
in chf. - or, no.

1 came down and asked me about it. That was in 1939 in
2 the depression time.

3
4
5 CROSS EXAMINATION BY MR. CHRISTIAN:

6 Q. I am showing you a J.P. Form dated the 27th
7 of March, 1943; is that your signature?

8 A. Yes.

9 (J. P. FORM DATED MARCH NO. 4)

10 Q. As a matter of fact Mr. Asai used your
11 rent for some years? A. No, he didn't.

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

15 A. Yes, that is true.

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

19 Q. What was your occupation?

20 A. Before the evacuation I was a stockkeeper.

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

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

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

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

E. Taketa,
22. 22.

Q. I don't suppose they have an commercial
value? A. No, not very much. You don't grow
good apples except in the Okanagan Valley in B.C.
The rest 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
out of? A. The outside was spruce siding.

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

Q. That is all, thank you.

(HOUSE OF ASSEMBLY FOR 1943, MARKED
EXHIBIT NO. 5)

(CERTIFICATE OF INSURANCE 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 WITH DIN)

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

J. E. McInnes
J. E. McInnes,
Official Reporter.

T. J. A. McInnes, 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 above claim.

T. J. A. McInnes
T. J. A. McInnes,
Deputy Commissioner.

DEFENCE BRIEF

Toronto, Ontario.
November 16, 1948.
V.L.A. A-23

Harry Yoshitaka TAKATA

File No. 1894

Case No. 1258

REAL PROPERTY CLAIM
(All claims shown are Gross)

Part 8.75 acres more or less
of a 28.75 acre portion of the
S.E. 1/4 of Sec. 36, Tp. 4 as
shown and coloured Red on
Sketch deposited No. 1250.
Mun. of Delta, D. N. W.

\$2400.00

Appraised at
\$681.00

Sold for
\$669.00

Witness: D. Dodding, Appraiser.

Submission:

Transcript P.9, lines 16 & 17:
"It is submitted, your honour, that the
real property was sold at its fair
market value".

Summary of Defence
Witnesses

Where Required

Summary of Documents
to be filed

Witness
Proving same.

D. Dodding.

/js

Name of Claimant **TAKATA, Harry Yoshitaka**Case **1288**Custodian File **1894**

<u>REAL PROPERTY</u>											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% 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	
					669.		479.42				479.42
<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 & Not Found & 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 Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</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	Applica- tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
TOTAL RECOMMENDATION											479.42

1894

October 18th, 1950.

Mr. H. Yoshitaka TAKATA,
R. R. 2,
Fresman, Ontario.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 1258

We have received from the Co-Operative Committee
on Japanese Canadians, our form of Release which has been
executed by yourself covering the award recommended under
the above Claims Commission for the sum of ... \$479.42.

Cheque in your favour is enclosed for \$468.99
and we have paid the Co-Operative Committee .. \$ 10.43
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FGS/js
1 encl.