

3879

**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: TANAKA Gosaku

HOME ADDRESS: Sandell Rd. R.R.#4, New Westminster, B. C.

REGISTRATION NUMBER 12576 SEX: Male AGE: 60

OCCUPATION: Farmer

(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 Widower

NAME OF WIFE OR HUSBAND: ---

ADDRESS OF WIFE OR HUSBAND: ---

NAMES OF ANY LIVING CHILDREN: SHOSAKU (M) EIKO (F)

ADDRESS OF CHILDREN: Sandell Rd. R. R. #4, New Westminster, B. C.

AGE OF CHILDREN: 13, 9 yrs.

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

1. LOCATION AND DESCRIPTION: Sec. 29, Blk. 5, North Range 2, Surry B.C.

In the District of New Westminster, B.C.

2. BUILDINGS AND OTHER IMPROVEMENTS: 1 storeyed 5 roomed wooden frame bungs low 2 chicken houses, 1 barn, 1 garage, 1 packing shed, 1 storage house 1 wood shed, 1 bath house, 1 house over well.

3. INSURANCE (Give particulars; state where policies are) None

4. TAXES (Amount and where payable) Pay at Cloverdale \$52 per yr. 1941 paid.

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

(He is paying off his debt to Brackman-Ker Milling Co.
by renting his house to them for the duration.)6. OCCUPANCY AND LEASES (If vacant so state) (House rented to Brackman-Ker
Millin g at \$120.00 per year, in payment of debt.)

1 in owner's possession

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: 1 in Brackman-Ker Willing hands

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

9. IF FARM LAND STATE CROPS SOWN Corn, -Clover, -Carrot, -Kale
Apples & Grapes.

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1

2. LANDLORD'S NAME AND ADDRESS:

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

4. STATE WHEREABOUTS OF LEASE:

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

6. IF FARM LAND, PARTICULARS OF CROPS SOWN:

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Furniture including; range beds, bureau, chairs, etc.

Chicken House: 500 chickens, 2 brooder stoves, 6 waterline jar,
and other chicken farming equipment manur , garden tools, wire netting, 2 stoves,

Barn: 50 strawberry trays, saws, 2 wheel barrows, barrels, hose,
1 hand cultivator, garden tools, hammers, nails, etc .
boiler, wire.

Garage: 50 jam crates, rubber-hose,

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

2 cats

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: None

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

6. MONEY 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)

One \$50.00 Victory Bond (1942) In owner's possession.

\$1.00 worth War Savings Stamps.

8. BANK ACCOUNTS: None

9. LIFE INSURANCE: (Accident) Sun Life Assurance Co. Vancouver, B.C.

\$1000.00 Beneficiary-himself. On owner's possession.

10. INTEREST IN ANY ESTATES OR TRUSTS: None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: (\$120.00 per yr. to Brackman & Ker Milling to be paid off by renting his house to them at the above rate.) *paid about \$600?*
P. J. R.

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 15th day of April 1942.

(Signature) *G. Faraba*

T. P. McAllister
Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

DATE Dec. 14th, 1942.

1. 3879

TANAKA, Gensaku (Mr.)

(Surname in Block Letters)

tion No. 12576

Male - Female
(Check)

Age July 20th, 1881

Address R. R. No. 4, Sandell Rd., New Westminster, B. C.

evacuated April 20th, 1942. Naturalized - Canadian-Born - National
(Check)

at Address 241/49, A Meeting Box 60.

c/o P. B. Tolson, Raymond, ALBERTA.

^{MR}
 Ed - Single
(Check)

^{nee}
Name of Wife (MIYAMOTO), Kazuo (Dec'd)

Name of Husband _____

^{nee}
Name of Mother (DONAI) Teru (Dec'd) Name of Father TANAKA, Matsu (Dec'd)

Names of Children under 16 Shosaku (M) 1/12/29 Eiko (F) 1/12/32
Mitsuru (M) 18/2/35

Requested by _____

Registered with Custodian Yes
(Yes or No)

Additional Information Farmer. Owner of 20 acres and house.

REAL PROPERTY SUMMARY

File 3879.

JAPANESE NAME: Goseki TANAKA -- Reg. No. 12576.

CATALOGUE NO: Special Sale. Advertised November 22, 23, 24, 1944.

PROPERTY ADDRESS: 225 Sandell Road, New Westminster.

LEGAL DESCRIPTION: (1) Part (1/4 acres more or less) of Section 29, Block 5 North Range 2 as shown and lettered "A" on sketch deposited No. 1136 Municipality of Surrey D.N.W.
and
(2) Part 6 acres more or less of Section 29 Block 5 North Range 2 West more particularly described as follows: Commencing at the South East Corner of Section 29 thence Northwesterly following the East Boundary of said Section 7.50 chains thence Westerly and parallel to the South Boundary of said Section 8.125 chains thence Southerly 7.50 chains to the South Boundary of said Section thence Easterly along South Boundary 8.275 chains to the point of Commencement Municipality of Surrey in the District of New Westminster.

TITLE: In the name of Goseki TANAKA.

ENCUMBRANCE: Vesting parcel (1) - 24877, 3rd November 1942.
Vesting parcel (2) - 25026, 1st December 1942.

ASSESSED VALUE:
1943 - Parcel (1)
Land \$640.00
Improvements \$750.00 Total \$1590.00

Parcel (2)
Land \$360.00
Improvements Nil Total \$360.00 Taxes for two properties \$51.64.

CLASSIFICATION: Poultry farm. Inspector reported May 28, 1942, 1 storey frame house 24 x 45, 5 rooms in poor condition, 2 chicken houses 20 x 75, fair, barn & packing shed 25 x 25, poor, pump house 8 x 10, poor, storage shed 10 x 20, poor, garage 10 x 16, fair.

HISTORY OF ADMINISTRATION:
Leased by the owner through Brackman Kerr Milling Co., from the 21st March 1942 to the 20th October 1942, to J. LOHNNEN for \$60.00 less expenses of crop, leaving a net of \$55.00. This lease covered both parcels.

Lease of both parcels by Custodian to J. LOHNNEN from the 21st October 1942 to the 20th February 1943 at \$6.00 per month. At the end of the 4 months the lessee vacated the property.

Both parcels were under lease from the 1st March 1943 to the 31st December 1943 to Henry J. FISHER for \$60.00.

Both parcels were under lease from the 1st January 1944 to the 15th January 1945, to Marvyn Cousin at a rental of \$75.00.

The total rental from these properties amounted to \$214.00 on which a commission of \$1.54 was paid leaving the balance of \$212.46. Of this rental \$118.00 were collected by the Director The Veterans' Land Act and paid over to the Custodian.

Question:

These two parcels were among the lands listed to be sold to The Director The Veterans' Land Act whose offer for the property was \$638.00. As TANAKA was indebted to the Brackman Lbr Milling Co., to the extent of \$1000.00 which claim the creditor reduced to \$700.00 and as taxes of over \$300.00 were owing on the property, The Director The Veterans' Land Act was requested to increase its offer. This The Director The Veterans' Land Act refused to do and the property was withdrawn from the list of properties being sold to The Director The Veterans' Land Act.

SOLD:

To Victor Norman SQUIRE on the 7th February 1945 for \$1251.
Sale approved by the Advisory Committee December 29, 1944.

PURCHASED:

*Showing amount due
on account*
\$1251

Balanced to the credit of Gessie TANAKA, purchase price \$1251.00 plus rentals as above \$214.00, total \$1465.00; less two Certificates of Encumbrance \$2.00, commission on rentals \$1.54, valuation fee \$10.00, advertising \$39.70, taxes \$301.01, registration \$10.45, total \$364.70. Net amount released \$1200.29. /7-5.75

TITLE:

C. of T. number 183563-X in the name of Victor Norman SQUIRE was mailed to him on the 4th April 1945.

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

DATED April 6th, 1946.

IN:RE

Janet M. Thompson

PERSONAL PROPERTY SUMMARY

File No. 3879

4th August, 1947

Re: Gosaku TANAKA - Reg. No. 12576

CHATTELS:

The above Japanese registered with this office on the 15th April, 1942, and at that time declared leaving household furniture, chicken farming equipment and garden tools on his property on Sandell Road, New Westminster.

This property was leased by Gosaku TANAKA through the Brackman-Ker Milling Co. to Jacob Loewen, and a few chattels were included in this lease (See attached Chattel schedule). It appears from the file (see letter from Mr. Penner, 30th Mar. 1943, and memorandum 30th Apr. 1943) that Mr. Loewen removed a singer sewing machine and an electric brooder to another Japanese property (File 6979). The sewing machine was sold by auction at Surrey in February 1945, for the net sum of \$57.87 and this amount credited to TANAKA. The Brackman-Ker Milling Co. advised us 19th Sept. 1945, that they had sold the brooder for \$15.00, less 10% commission, and the net sum of \$13.50 was credited to TANAKA on the 21st Sept. 1945.

Mr. Carlsen inventoried the property and a copy of this inventory was received on the 29th April, 1943. He made note at that time the appraised value of the goods was \$120.00.

This property was sold to V.N. Squire in Feb. 1945, and there is a memorandum on file dated 16th May, 1945, asking our fieldmen to remove these goods for sale, but there is no further reference to them on the file, and it would appear that either the goods were not worth the expense of moving or they are still on the property and could be sold.

SPECIFIED ARTICLES:

This file reveals no specified articles.

ACCOUNTS RECEIVABLE:

The B.C. Electric Railway Co. sent in to this office the sum of \$4.57 being a refund of TANAKA's electric light security deposit.

BONDS & INVESTMENTS:

TANAKA declared when registering, that he had a \$50.00 Victory bond and some War Savings Stamps, but these were not brought under control by the Custodian.

This file reveals that he was a holder of shares in the Surrey Berry Grower's Co-op This Japanese Co-operative and has not been liquidated as yet.

LIFE INSURANCE:

TANAKA declared he had a Sun Life Assurance Co. policy, but this was not brought under control or administered in any way 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.

EA

N. Allen

55-412-P

*This property
withdrew from
V.L.A. Dec.*

Farm Appraisal Report

File No. JI 642

Land Description 1/4 acs. & Pt. 6 acs. lettered "A", Sct. 1136, of R.M. Pt. of Sct. or Sec. 29, Blk. 5 N., R.2 W.

Containing 20 acres. Acres

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

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

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

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

Nearest School Queen Elizabeth and Simon Cunningham Distance 1½ miles.

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

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

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

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

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

EXHIBIT NO. 574-5

Predominating Nationality and religion British Protestant.

DATE Dec. 10/43FILE VALUE G. A. R.

Describe Fencing and its condition: No fencing.

Water supply: From well and hand pump. Value \$

BUILDINGS ON FARM**3879**

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	14 x 46	frame	7'	sngl.	20 years	cedar posts	poor	150.00
	x							
GARAGE	10 x 16	frame	7'	"	old	on ground	"	-
BARN	20 x 20	tie & shk.	8'	shk.	20	posts	"	-
Feed room	12 x 24	" "	6'	shake	old	"	"	-
Shed	12 x 14	" "	8'	"	"	"	"	-
	x							
GRANARY	x							
Chicken coop	20 x 20	frame	4'	sngl.	"	"	"	50.00
	x							
	20 x 20	"	5'	shk.	"	"	"	50.00
	x							
	x							

Electric light in house.

Total present day value \$ 250.00

Total Value Buildings add to farm \$ 250.00

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

Tenant living in it. \$

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

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

Are buildings painted? no. Condition of paint -

Distance from nearest bank 50 yards.

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

ACREAGE	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
5	level and undulating	red + loam 12" to 18"	sand, gravel, hardpan	mostly hay and weeds few grapes & trees, not good.	50.00	250.00
Area which can be cultivated without cost other than for breaking.						
ACREAGE	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.						
ACREAGE	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
2.7	level	red + loam, 12"-18"	silty, gravel, hardpan	clearing of stumps & heavy second growth	100.00	10.00
1.3	level & rolling "	"	"	clearing of bush corawood	100.00	10.00
Area Unsuitable for Cultivation.						
ACREAGE	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY,			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE

Total value of Land \$ 400.00

Total added by buildings to value of farm \$ 200.00

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

Total value of farm \$ 600.00

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

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

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

Noxious weeds: Thistles are bad. Property very weedy.

**Give approximate detail and
amount of all annual taxes and
names of Taxing Authorities:** Taxes \$21.69.

Surrey Municipality.

Date: July 25, 1942.

Place: New Westminster, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 25th day of July, 1942.

Inspector's Signature

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

Farm Appraisal Report

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

(FOR ORCHARD LANDS ONLY)

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

Toads are a low fruit tree and a few species out of no commercial value.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

3

3

3

3

— 1 —

—
—
—

—
—

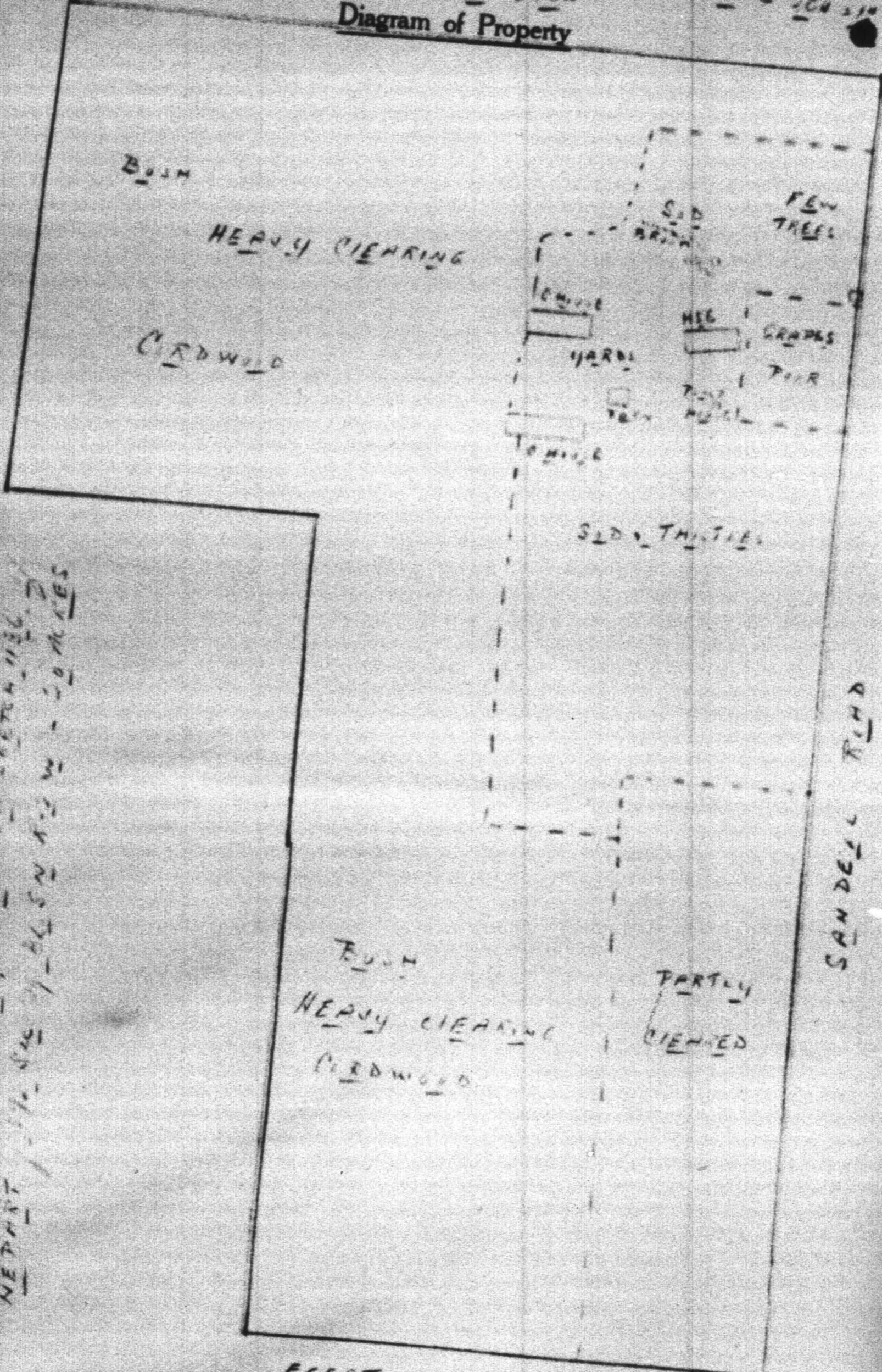
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Total S

Among fruit trees add to value of farm 3

PART R-AD - NOT OPENDiagram of PropertySCALE 1/4 MILE

PART R-AD - NOT OPEN
WITH EXISTING FARM
NET PLOT 1/4 MILE X 1/4 MILE - 20 ACRES



Following careful review of this appraisal report, it is my opinion that the present
value is \$ 600.00

Date 25th July, 1946

"T.T. PARSONS"
District Superintendent.

Yarrow Tanks file 3879.

SL-642

THIS INDENTURE made in duplicate the 20th day of December 1943
A.D. 1943, in pursuance of the "Short Form of Leases Act," Revised Statutes
of British Columbia, 1924, Chapter 234.

STATED

THE DIRECTOR, THE VICTORIA'S LAND ACT
(hereinafter called the "Lessor")

OF THE FIRST PART:

AND

Mr Marvyn Cousins
of the *R.R. #1 of New Westminster, British Columbia*
(225 Sandil Lane)
(hereinafter called the "Lessee")

OF THE SECOND PART:

WITNESSETH, that in consideration of the rents, covenants and
conditions hereinafter reserved and contained on the part of the said Lessee
his executors, administrators and assigns to be paid, kept, observed and
performed the said Lessor hath demised and leased and by these presents doth
lease and demise unto the said Lessee his executors, administrators
and assigns ALL AND SINGULAR that certain parcel or tract of land and
premises situate, lying and being in the Municipality of *Surrey*
in the Province of British Columbia being composed of

1. Part Fourteen (14) acres more or less of Section Twenty-nine (29),
Block Five North (5N), Range Two West (2W), as shown and lettered
"A" on Sketch numbered 1136.
2. Part Six (6) Acres more or less of Section Twenty-nine (29),
Block Five North (5N), Range Two West (2W), N.W.Q.

To have and to hold the said demised premises for and during the
term of *one year* from the *31st day of December A.D. 1944*

YIELDING AND PAYING therefor to the Lessor during the term
hereby granted the clear rent as follows:

(a) The sum of *Seventy Five* dollars on the

first day of January 1944
" *Twenty Four Dollars 1st April 1944*
" *Twenty Four Dollars 1st July 1944*

(b) On the *day of* *A.D. 1944*, the sum
of *dollars per acre* for every acre of the portion of the

said premises hereinafter agreed to be

which shall not be

by the said *day of* *A.D. 1944*

(c) On the *day of* *A.D. 1944*, the sum
of *dollars per acre* for every acre of the portion of the
said premises hereinafter agreed to be

which shall not be

by the said *day of* *A.D. 1944*

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AND the said Lessee COVENANT with the said Lessor to pay rent; And to pay water rates; And to repair, and that the said Lessor may enter and view the state of repair; And that the said Lessee will repair according to notice (reasonable wear and tear, and damage by fire and perjury excepted); And to keep up fences; And will keep ditches and drains free and clear; And not to cut down timber; And will not assign without leave; And will not sublet without leave; And will not do or allow to be done anything which may be or become a nuisance or annoyance in the neighbourhood; And that ~~he~~ will leave the premises in good repair; And will not use any buildings for any purpose other than that for which they are intended.

AND also that ~~he~~ will during the said term cultivate, till and employ such arts of the said land as are now or hereafter will be brought under cultivation, in a good, husbandmanlike and proper manner, and during the continuance of the said term shall keep down all noxious weeds and grasses and will not remove or permit to be removed from the premises any straw or hay, manure or wood;

AND that ~~he~~ will before the day of
A.D. 194 in a good and husbandmanlike manner

RECEIVED and it is hereby agreed that if the Lessee shall fail in the performance of this covenant by the day stipulated the Lessor may forthwith give notice enter upon the said premises with labourers and workmen to do the said work and such entry shall not operate as a waiver of the rent reserved herein.

AND that the Lessee will on or before the date hereunder mentioned make and effect the following repairs, alterations or improvements, namely:-

Before the day of , A.D. 194

Before the day of , A.D. 194

and the Lessee shall be entitled upon completion of the said respective repairs, alterations or improvements before the respective dates above mentioned therefor to be credited on account of the rent reserved with the sum or sums respectively shown opposite each of the said items.

AND that the Lessor, his agents, workmen, contractors, and all others necessary therefor may at any time enter upon the premises or any portion thereof with all necessary animals, vehicles, implements and tools for the purpose of erecting on the premises such new buildings, permanent improvements or other appurtenances as the Lessor may desire, but such entry or work shall not be made or done on portions of the premises under

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crop, without reasonable compensation to the Lessee for any damage to the crop thereby occasioned; and any such buildings, permanent improvements or other appurtenances together with that portion of the land necessary for the use and enjoyment thereof and the right of ingress and egress thereto and therefrom shall not be occupied or used by the Lessee without the consent of the Lessor in writing, and shall cease to form part of the demised premises, but may be leased, or otherwise disposed of by the Lessor to any person or persons as the Lessor may see fit.

AND that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the said Lessor or if the said Lessor shall make any assignment for the benefit of creditors, or becoming bankrupt or insolvent shall take the benefit of any Act that may be in force for bankrupt or insolvent debtors, the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

PROVIDED and it is expressly agreed that in case the Lessor should desire to sell the said premises during the said term, the said term may be determined at any time upon one month's notice by a notice to such effect being delivered to any person upon the said premises, or mailed by posting the said notice in an envelope addressed to the Lessee at his last known address and that the Lessee will at the expiration of the time limited by the said notice peaceably and quietly give up possession of the said premises to the Lessor; provided that upon such earlier determination of the said term, and after the Lessee shall have delivered up possession in manner aforesaid and paid to the Lessor the full proportion of rent up to the date of such earlier determination, the Lessee shall be entitled to be compensated for the value of the crops then sown and growing on or for the work done in the proper cultivation of the said land, or, at the option of the Lessor, shall be entitled to harvest such crops and remove the same and for that purpose shall have the right of ingress and egress to and from the said land but such right shall be exercised reasonably and not in such manner as to affect or interfere with the use of the remaining portion of the demised premises by the Lessor, his agents or any purchaser or Lessee from the Lessor.

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

THE said Lessor COVENANTS with the said Lessee for quiet enjoyment.

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by his District Superintendent at Vancouver, British Columbia, and the Lessee has hereunto set his hand and seal, the day and year first above written.

SIGNED, SEALED AND DELIVERED

In the presence of

*J.W. Fredrik
W.J. Barber*

) THE DIRECTOR, THE CROWN'S LAND ACT

) Per:

John D. Power
District Superintendent

Maryse Lorraine

This Indenture,

Made in triplicate this Seventeenth day of December,

A.D. 1942.

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

THE SECRETARY OF STATE FOR CANADA,
acting in his capacity as Custodian under and by
virtue of Order-in-Council P.C. 1665, and Amend-
ments thereto.

Hereinafter referred to as the
LESSOR OF THE FIRST PART.

And:

JACOB LOHRIE (Farmer) of
R. R. No. 4, New Westminster,
Province of British Columbia.

Hereinafter referred to as the
LESSEE OF THE SECOND PART.

Witnesseth, that in consideration of the rents reserved under the covenants and agreements hereinafter contained the Lessor doth demise and lease unto the Lessee, All and Singular that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Surrey,
in New Westminster

District, in the Province of British Columbia, more particularly described as:-Part (14 acres more or less) of Section 29, Block 5 North Range 2, as shown and lettered "A" on sketch deposited No. 1135, Municipality of Surrey in the District of New Westminster. Part 6 acres, more or less, of Section Twenty-nine (29), Block Five (5) North Range Two (2) West, more particularly described as follows: Commencing at the South East Corner of Section Twenty-nine (29), thence Northerly following the East Boundary of said Section 7.50 chains, thence Westerly and parallel to the South Boundary of said Section 8.125 chains thence Southerly 7.50 chains to the South Boundary of said Section thence Easterly along South Boundary 8.275 chains to the point of Commencement, Municipality of Surrey, in the District of New Westminster.

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining, saving and excepting thereout a room in Centre of main floor and on the Northside of dwelling, IT BEING UNSTOOD AND AGREED by the parties hereto that the said room is for the sole and exclusive use of the Lessor in storing certain goods and chattels belong-

and reserved to the Lessor, and reserving also to the Lessor and to tenants of the Lessor occupying adjoining lands from time to time, their respective families and servants, and all other persons with the Lessor's or their permission, going to or from the said adjoining lands, free and uninterrupted right at all times hereafter and for all purposes to go, return, pass and repass with or without horses, cattle, and vehicles from and to any highway by crossing through and over the demised premises; and Doth Further Let on Hire the following chattels, namely:-

- 1 Brooder (Electric)
- 1 Horse cultivator
- 2 Hoes
- 2 Forks
- 2 Shovels

from the First day of October A.D. 1942, (or from the date hereof) for the term of - One (1) - years thence ensuing and fully to be determined on the Thirtieth day of September, 1943.

Yielding during the said term therefor the clear (annual) rent of \$9.00

Seventy-five

Dollars,

of lawful money of Canada, payable to the Lessor at the Office of the Custodian, Vancouver, British Columbia, on the following days and times, that is to say: \$6.00 Six Dollars monthly, the first payment to be made on the First day of October, A.D. 1942, and the further sum of Six Dollars (\$6.00) on each and every month until August Thirty-First, 1943, and a final payment of Nine Dollars (\$9.00) for September, 1943.

(H) Apart from the hired chattels, to warehouse and store upon the demised premises those chattels and effects of the Lessor now upon the demised premises, hereinafter called the stored chattels, by placing the said stored chattels in a place reasonably safe and to use reasonable care for the protection thereof.

(I) From time to time to deliver up to the Lessor the stored chattels or such portions thereof as the Lessor may demand and to re-deliver to the Lessor the hired chattels in the event of the Lessor so demanding by reason of judgment obtained against the Lessee, or breach of any term of this Lease, or by reason of the Lessor considering his right to the hired chattels to be endangered by their continuing in the possession of the Lessee, of which the Lessor shall be the sole judge.

(J) At the request of the Lessor from time to time to deliver to the Lessor an order on any third person to whom the Lessee may have marketed or delivered any of the crop from the demised premises and in such form as the Lessor may request directing such third person to pay to the Lessor from the proceeds of any crop or of any monies payable to the Lessee a sum equivalent to the rental for the current year.

Frederick
Signature of the Lessor.

Jacob Loewen
Signature of the Lessee.

last day of the year of the tenancy the rent for the year in which the lease terminates as aforesaid shall be apportioned by charging the Lessee a reasonable rent having regard to the stipulated rent, and the opportunity of the tenant to have obtained or to obtain the crops in that year, reserving to the Lessee the right to re-enter upon the demised premises to cultivate and harvest crops maturing in the year of the tenancy in which the termination occurs unless the incoming occupant shall pay to the Lessee a fair value for the crops maturing at the time of the termination, which value shall be determined by a person appointed by the Lessor or by an authorized Deputy of the Lessor in his capacity of Custodian from those persons to whom may be delegated any power or duty conferred or imposed on the Custodian.

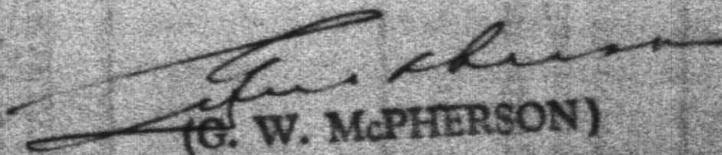
6. The Lessor covenants with the Lessee for quiet enjoyment.

The covenants of the Lessee and the reservations herein contained shall enure to the Lessor, his successors in office and assigns, and shall be binding upon the Lessee, his heirs, executors, administrators and assigns.

In Witness Whereof the Lessor as Custodian has executed these presents by his duly authorized deputy, and in witness whereof the hand and seal of the Lessee, all on the day and year first above written.

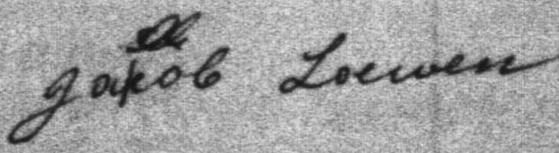
Signed by the said Lessor by his
authorized deputy, in the
presence of:—

P. Broadbent

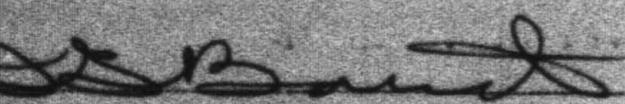

(G. W. McPHERSON)
Authorized Deputy of the Secretary
of State and/or Custodian

Signed by the said Lessee
in the presence of:—

R. M. Anderson
E. Carlson


Jakob Loewen

Approved by the Director of Soldier
Settlement of Canada. AS TO LAND.
By his authorized representative


S. Broadbent
District Superintendent.

Extract from Lease.

Lease No. 282.

File No. 3879.

Lessor: The Secretary of State. (Gosaku TANAKA)

Lessee: Henry J. PENNER.

Date: 25th March, 1943.

Term: 10 months from 1st March, 1943 to 31st December, 1943.

Consideration: \$60.00 - payable \$6.00 monthly in advance commencing
1st March, 1943. No Taxes.

Property:

Land: Part 1/4 acres more or less of Section 29 Block 5 N. Range 2
lettered "A" on Sketch 1136.

Part 6 acres more or less Section 29, Block 5, N. range 2 W.
More particularly described as commencing at the S.E. corner
of Section 29, thence northerly following E. boundary of
said Section 7½ (7.50) chains, thence Westerly and parallel to
South boundary of said Section 8.125 chains, thence Southerly
7½ (7.50) chains to the south boundary of said Section then
easterly along S. boundary 8.275 chains to point of commencement.
C. of T. 94310 E & 104511 E. (223 Sandell Road).
Municipality of Surrey.

Buildings: Included, except a room in centre of main floor and on north
side of dwelling reserved for storing chattels.

Chattels: 1 Long-handled shovel } 23 or chain
2 Hoes }
1 Single Horse Cultivator
2 Iron Beds & Springs
3 Kitchen Chairs.

26

Lease handed S.S.B. 3/8/43.

3679

10th July, 1943.

Brackman-Sor Milling Co. Ltd.,
New Westminster, B.C.

Dear Sirs:-

Attention Mr. V. Page

Re: Gonaki TANAKA

The above named is owner of property described as Part of 14 acres on Section 29, Block 5, Range 2, and Part 6 acres of Section 29, Block 5, Range 2 and known as 223 Sandell Road, in the Municipality of Surrey.

The property is rented to Mr. H. Penner and I understand that you act as rental agent. The owner declared no fire insurance being carried at the time of his evacuation.

Would you please tell me if you have arranged for any since that time and if so, please give me particulars.

If, to your knowledge, no fire insurance is now being carried, kindly advise me if possible what you consider should be carried on any of the buildings worth insuring.

Yours very truly,

S.M. Gibson,
Insurance Department

SMG:JW

FURNALION FAB

ESTABLISHED 1875

INCORPORATED 1899

THE BRACKMAN-KER MILLING CO. LTD.

BRANCHES AT
NEW WESTMINSTER, VANCOUVER, VICTORIA,
CHILLIWACK, ROSEDALE, SARDIS, ABBOTSFORD,
LANGLEY PRAIRIE, CLOVERDALE, MACEY,
COQUITLAM, LADNER, BRIGHOUSE, NANAIMO,
COURTESAN, PORT ALBERNI, NELSON,
RIVERLAND.



CABLE ADDRESS: 'BRACKMAN'
DOWLING'S GRAIN CO. CO.
BENTLEY'S CO. CO.

HEAD OFFICE:
P. O. BOX 920
NEW WESTMINSTER, B. C.

DISTRIBUTORS OF
PURITY FLOUR

July 13, 1943

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

Gentlemen:

File No. 3879 Re Gosaku Tanaka

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

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

Yours truly,

THE BRACKMAN-KER MILLING CO. LTD.

W. Page
Credit Manager

WF:JP

EXHIBIT NO. 550-7
DATE Aug 10 1948
FILLED BY
G. A. Rice

3879

July 15, 1943.

Coultrup, Sutherland & Co., Ltd.,
507 Columbia St.,
New Westminster, B. C.

Attention: Mr. Coultrup

Dear Sirs:

Re: Conaku TANAKA

The above named is the owner of land described as
being on Sec. 29, Pt. 5 N. R. & E. and known as 223 Sandell Road, in
the Municipality of Surrey.

The Bracken-fer Milling Co. Limited (Mr. Page) acting
as Rental Agents arranged to lease this property to Harry J. Penner.

As apparently there is no Fire Insurance being car-
ried to cover the buildings on this property, I discussed the matter
with Mr. Page in a letter dated July 10th. His reply states definitely
that there is no Fire Insurance, and that at the time of evacuation
he had an agent inspect the property and refused to place insurance
on the buildings as they were in such bad shape, and at that time there
was no chimney on the dwelling.

Since then a chimney has been built, and quite likely
the risk is better than when first inspected and in the near future,
at your convenience, I would appreciate it greatly if you would have
a look at it and let me know if you would be prepared to accept the
risk, and if so, the amount that you consider should be carried and
at what rate.

Please do not issue a cover note in this case as I
would prefer to refer the matter to the Japanese owner before having
any insurance written.

Yours very truly,

S. H. Gibson,
Insurance Department

SHG:js

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

TELEPHONE 106

609 COLUMBIA STREET,
NEW WESTMINSTER, B. C.

17th, July, 1945.

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

Dear Sir:-

Re File #5879 Goseku Tanaka

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

Yours very truly,

Coulthard, Sutherland & Co. Ltd.

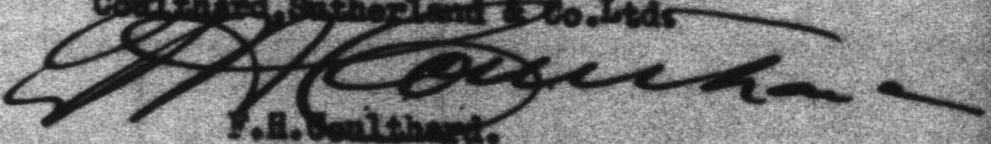

F.H. Coulthard.

EXHIBIT NO. 550-7
DATE Aug 10/48
FILED BY Aha Rice

J. L. 642

File #3879 ✓

October 13, 1943.

MEMORANDUM - DIRECTOR, VETERANS' LAND ACT.

Re: Goseki TANAKA

Parts Section 29, Block 5 North, Range 2
Municipality of Surrey.

The Director offers \$638.00 for this property.

There are no registered charges. Arrears of taxes amount to \$177.61 to the 15th of October, 1943.

Brackman-Ker Milling Co. Ltd., New Westminster, B. C., have a claim against Tanaka of \$1,090.69 and hold Certificate of Title No. 94310 E on the above property as security. We are in receipt of a letter from this company stating that they are willing to accept \$700.00 in full payment of their claim.

RDR/MFP

CRUX & MCMASTER

Attorneys and Solicitors

G. F. McMaster
A. G. Duncan Crux

TELEPHONE MARINE 6377

EVACUATION SECTION

Rec'd DEC 16 1943

File No. 3879

308 RANDALL BUILDING Ans.

535 WEST GEORGE ST. Referred

VANCOUVER

F. G.
Shears

December 15, 1943

Department of the Secretary of State
Office of the Custodian
506 Royal Bank Bldg.
VANCOUVER, B. C.

Attention Mr. F. G. Shears, Director

Dear Sir:

Re: Gosaku Tanaka, Pts. Sec. 29, Blk. 5N,
Rge. 2, Municipality of Surrey

We are advised by Col. Chandler that Brackman-Ker Milling Company Limited have a claim against the above Japanese for \$1030.00 and that the company has the certificate of title number 94310E which they are holding as security for the payment of their debt.

We are advised that the company is willing to accept the purchase price of \$638.00 in liquidation of the debt and will send over the certificate of title.

The Colonel therefore requests that we give a conveyance to this property and a written authorization to pay the purchase price to the Brackman-Ker Milling Company in settlement of their claim.

If the milling company has an equitable mortgage on this property, on which fact, no doubt, you have information on your files, we would suggest that this would be a satisfactory method of handling the transaction, but would ask your definite instructions before taking any further steps.

Yours truly,

CRUX & MCMASTER

PER

A. G. DUNCAN CRUX

See memo 13/11/43 re
Tax assess.

AGDC/OH

3677

20th December, 1943.

A.G. Duncan Creek Esq.,
535 West Georgia Street,
Vancouver, B.C.

Dear Sirs

Re: Goseki Tanaka, Pte. Sec. 29, Blk. 21,
Rm. 2, Municipality of Surrey.

We are in receipt of yours of the 15th instant and we note that Messrs. Bruckman-Kor Milling Company are willing to accept the purchase price of \$635.00 in full settlement of their debt against the above of \$1,000.00.

We have previously raised the question with you as to whether the possession of a certificate of title constitutes a preferential security and you have advised us that it does.

We understand from you that as no encumbrance could be registered against the property, subsequent to the time when Messrs. Bruckman-Kor have possession of the title, without the production of the certificate so that they were therefore placed in a secured position.

In this particular case there are apparently no other creditors in regard to the debt itself we feel that we must have some confirmation of this from Tanaka. We have already written to him on two occasions with regard to this matter but have not received any reply. I am asking our Mr. Richardson to send him a registered letter and if he does not reply disputing the amount we will assume that he acknowledges same as being correct.

There is, however, another matter which will require consideration and that is the fact that there are arrears of taxes which together with interest to date will amount to something over \$180.00 and it would appear necessary for the Veterans' Land Act to take care of this amount.

Yours truly,

F. G. Shears,
Director.

FOS/PMS

3679

December 30, 1943.

REGISTERED MAIL.

Mr. Gossaku TANAKA,
Registration No. 12576,
c/o F. B. Ralston,
Raymond, Alberta.

Dear Sirs:

To: Brackman-Ker Milling Co. Ltd.

We have written to you on several occasions previously pointing out that the Brackman-Ker Milling Co. Ltd. have filed a claim against you in the amount of \$1030.69, and we have asked you to kindly advise us whether or not you agree with this.

We are sending this letter by Registered Mail and if we do not hear from you by return we will assume that you acknowledge the correctness of this claim.

Enclosed herewith please find a stamped addressed envelope for your reply. //

Yours truly,

R. D. Richardson,
Farm Department.

RDR:AS
encl.

3879

January 25, 1944.

Messrs. CRUX & McMASTER,
Barristers & Solicitors,
535 West Georgia Street,
Vancouver, B. C.

Attention Mr. A. G. Duncan Crux.

Dear Sirs:

Re: Gosaku TANAKA, Pts. Sec. 29,
Blk. 5N, Rge. 2, Municipality
of SURREY.

Further to our letter of the 20th ultimo, we have
to advise that we wrote subject Japanese as follows:

"We have written to you on several occasions previ-
ously pointing out that the Brackman-Ker Milling Co.
Ltd. have filed a claim against you in the amount of
\$1030.69, and we have asked you to kindly advise us
whether or not you agree with this."

"We are sending this letter by Registered Mail and
if we do not hear from you by return we will assume
that you acknowledge the correctness of this claim."

"Enclosed herewith please find a stamped addressed
envelope for your reply."

Up to this time we have had no reply from Mr. Tanaka
we are, therefore, assuming that he acknowledges the
correctness of the claim.

Yours truly,

R. D. Richardson,
Farm Department.

RDR/EG

INCORPORATED 1893

THE BRACKMAN-KER MUNING COMPANY LTD.

WHOLESALE AT
NEW WESTMINSTER, VANCOUVER, VICTORIA,
CHILLIWACK, ROSEDALE, RANIER, ABERTSFORD,
LANCASTER, PHOENIX, CLOVERDALE, MARSH,
SURREY, LADNER, BRIGHOUSE, NANAIMO,
CHURNEMAY, FORT ALBERN, NELSON,
ROSSLAND.



DISTRIBUTORS OF
PURITY FLOUR

CABLE ADDRESS "BRACKMAN"
DOWLING'S GRAIN CODE
BENTLEY'S CODE

HEAD OFFICE:
P.O. BOX 675
NEW WESTMINSTER, B.C.

New Westminister, B. C.,
April 24, 1944.

EVACUATION SECTION

Rec'd APR 25 1944

File No. 3679

Ans. _____

Referred Anderson

out Richardson

Office of the Custodian,
Japanese Evacuation Section,
506 Royal Bank Build'g,
VANCOUVER, B. C.

Gentlemen:

Re: Gasaku Tanaka

We enclose herewith copy of a letter received from Mr. W. K. Chandler in connection with the property owned by the above Japanese.

We understood there was to be a sale made at a price of \$645.00 to which we agreed and that after all charges were deducted we were to receive the balance.

Will you please let us know what you are doing in this regard as we believe a sale may be made?

Yours very truly,

Credit Manager.

WP/EB

ENC.

C O P Y .

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

Please quote... BC/412.P....

Vancouver, B. C.,
April 15th, 1944.

Messrs. Brackman-Ker Milling Co. Ltd.,
NEW WESTMINSTER, B. C.

Dear Sirs:

Re: Gosaku Tanaka - Pts.
Sec. 20, Blk. 5, N., Rge. 2.

I must apologize for having kept the Certificate
of Title so long, and had it been in my power, you would
have received your money without delay. However I am now / ?
advised by the Custodian that they are now going to deal
with the matter direct, so I return herewith Certificate
of Title No. 94310 - E in the name of Gosaku Tanaka and
would ask you to take this matter up with the Custodian.

Yours truly,

W. K. Chandler.

W. K. Chandler,
LEGAL ADVISER.

WKC/W
Encl.

REGISTERED

Received April 17th.
:EB

DELIVERED

3879

May 11, 1944.

The Director,
Veterans' Land Act,
515 Rogers Building,
470 Granville Street,
Vancouver, B. C.

Dear Sirs

Re: Your File J. L. 642
Gosaku TANAKA - Pts. Sec. 29,
Blk. SW Rue. 2, Municipality
of Surrey.

The charges against subject property amount to \$940.00,
therefore the Custodian requires this amount in order to
convey title to the property.

We will be glad to know if you will consider revision
of your offer and pay the Custodian the amount sufficient
to discharge the obligations.

Your advice by return mail would be appreciated.

Yours truly,

R. D. Richardson,
Farm Department.

RDR/mg

cc to Messrs. Crux & McMaster.



CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO.

Please quote BC/412P

518 Rogers Building,
Vancouver, B. C.,
May 18th, 1944.

Office of The Custodian,
506 Royal Bank Bldg.,
Vancouver, B. C.

Dear Sir: re: Gosaku Tanaka, Our File BC/412P
Your file 3879.

I am instructed by the District Superintendent
to reply to Mr. Richardson's letter of the 11th inst.

It appears from our file that Col. Chandler
took up with Brackman-Ker Milling Co. Ltd., the matter
of their claim against the above-mentioned Japanese,
and that they agreed to accept \$638.00, less taxes and
other expenses incurred, in full settlement of their
claim. Your solicitor, Mr. Crux, was written to and ad-
vised of this on Oct. 28th, 1943.

Brackman-Ker Milling Co., Ltd., deposited
with Col. Chandler the Certificate of Title relating
to the property, but in view of the long delay in
completing the matter, this was returned to them on
April 15th of this year.

I enclose for your information copies of our
letters of Oct. 28th, 1943 to Mr. Crux and to Brackman-
Ker Milling Co. Ltd.

In view of the above, the District Superintendent
would like to be advised as to why it is now found necessary
to ask an increase in the purchase price of over \$300.00.

Yours truly,

TT/MF
encls.

T. Tedrick
DISTRICT SOLICITOR.

Advise whether
acceptable by him to.

BC/418P

518 Rogers Building,
Vancouver, B. C.
October 28th, 1943.

A. G. Duncan Crux, Esq.,
Randall Building,
525 W. Georgia St.,
VANCOUVER, B.C.

Dear Sir:

To: Goseki Tanaka,
Pte. Sec. 29, Blk. 57, Ago. 2,
Municipality of Murray,

The Brackman-Kor Milling Company Limited
have a claim against the above Japanese for \$1050.00
according to information furnished me by the Custodian.
The Company holds Certificate of Title #94510-X as
security for payment of their debt. The purchase price
is \$600.00.

I wrote the Company asking them if they
would be willing to accept that sum for a discharge of
their equitable mortgage and surrender of the Certificate
of Title, arrears of taxes and any expenses incurred in
the discharge of their claim to be deducted from the
purchase price. The Company advise me that they are
willing to accept settlement on this basis and have
given me their Certificate of Title.

Will you let me have a Deed for this property
from the Custodian at your earliest convenience with
written authorization to pay the purchase price to the
Brackman-Kor Milling Company in settlement of their claim.

Yours truly,

WKC/W

LEGAL ADVISER.

copy.

BC/41EP

515 Rogers Building,
Vancouver, B. C.
October 28th, 1943.

Brackman-Ker Milling Co. Ltd.,
New Westminster, B.C.

Dear Sirs: re: Genaku Tanaka.
Pts. Sec. 27, Blk. 5N, Rge. 2,

I beg to acknowledge receipt of your letter of October 27th stating that you are willing to accept the purchase price of \$638.00 less the taxes and any other expenses incurred in settlement of your claim. I also beg to acknowledge receipt of your duplicate Certificate of Title #94310-E, which is accepted on the understanding that it is not to be used until the property is conveyed to the Director, The Veterans' Land Act, by the Custodian, and the purchase price is paid to you, less taxes and charges as above stated. If for any reason the Custodian does not give us a Deed, the Certificate of Title is to be returned to you.

I can promise that there will be no delay on our part, but I am dependent on the Custodian for the delivery to me of the Deed.

Yours truly,

WMC/W

Legal Adviser.

ESTABLISHED 1878

INCORPORATED 1908

THE BRACKMAN-KER MILLING CO. LTD.

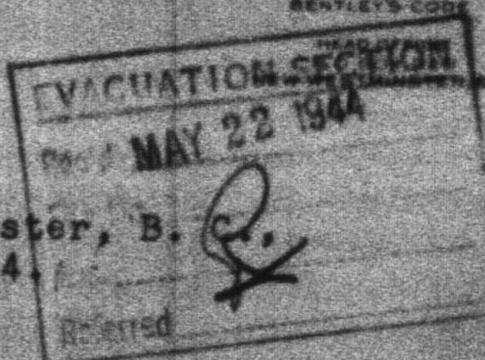
BRANCHES AT
NEW WESTMINSTER, VANCOUVER, VICTORIA,
CHILLIWACK, ROSEDALE, SARDIS, ABBOTSFORD,
LINDLEY PARK, CLOVERDALE, HANKEY,
COQUITLAM, LADNER, BRIGHOUSE, NANAIMO,
COURTENAY, PORT ALBERNI, NELSON,
ROCKLAND



DISTRIBUTORS OF
PURITY FLOUR

CABLE ADDRESS "BRACKMAN"
DOWLING'S GRAIN CODE
BENTLEY'S CODE

New Westminster, B. C.
May 20, 1944.



Office of the Custodian,
Japanese Evacuation Section
506 Royal Bank Building,
VANCOUVER, B. C.

Gentlemen:

Re: G. Tanaka, File #3879.

With reference to the property of the above named Japanese for which we hold certificate of title Number 94310 E as security for our account, we are prepared to accept \$700.00 net to us as our interest in the property.

Trusting this will meet with your approval.

Yours very truly,

THE BRACKMAN-KER MILLING CO. LTD.

Credit Manager.

WP/EB

3077

Your File BC/412P

May 23, 1944.

The Director,
Veterans' Land Act,
518 Rogers Building,
470 Granville Street,
Vancouver, B. C.

Attention Mr. T. Todrick,
District Solicitor.

Dear Sir:

Re: Your File J.L. No. 642 - Gosselin TANAKA

We have for acknowledgement yours of the 18th instant
and have noted your remarks.

For the information of your District Superintendent we
give you herewith a detailed breakdown of the amount, \$940.00,
required by the Custodian to convey clear title to your
Director:

Brackman-Ker Milling Co. Ltd.	\$700.00 agreed amount
Tax Arrears & Interest	190.00
Legal Costs	50.00
	<u>\$940.00</u>

We might say at this time that we are in receipt of a
letter from Brackman-Ker Milling Company Limited stating
that they will accept \$700.00 net for their interest in this
property.

We ask that you kindly advise us whether or not your
Director is prepared to revise his offer to meet the above
noted.

Yours truly,

R. D. Richardson,
Farm Department.

RDR/MG

cc to Messrs. Crux & McMaster.



CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. _____

PLEASE QUOTE **BC/4122**

518 Rogers Building,
Vancouver, B. C.,
June 28th, 1944.

The Custodian of Enemy Property,
506 Royal Bank Building,
VANCOUVER, B.C.

Dear Sir:

J. J. Richardson

re: Your file 3879, Gosaku Tanaka - Ptn. of
Sec. 29, Blk. 5, N. E. E. 2, MUN. OF SURREY.

With reference to your Mr. Richardson's letter to us of May 23rd last, I am now instructed by the District Superintendent that he is not prepared to increase the original offer made for the purchase of the land of the above mentioned evacuated Japanese. It would, therefore, appear that this land should be withdrawn from the Custodian's offer to sell.

Yours truly,
[Signature]

T. Ted Price,
DISTRICT SOLICITOR.

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

TELEPHONE 106

Rec'd SEP 13 1944
File No.
A/C

600 COLUMBIA STREET,
NEW WESTMINSTER, B.C.

September 12, 1944.

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

Attention Mr. Shears.

Dear Sir:

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

No. 1. RR: Sandell Rd., $\frac{1}{2}$ mile north Townline Rd. R.R. 4,
New Westminster. Part (14 ac.m/l) of section 22. Bl. 5N etc.

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

1 Chicken house (18 X 60)	\$150 00
1 " " " "	150 00
1 shed (18 X 18) no value	
1 well house (10 X 10) no value	
1 root house (20 X 10) and shed	35 00
1 four room dwelling part of which is an old chicken house	250 00
	<u>\$585 00</u>

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

No. 2. RR: Burns Road off Sandell Road. Part (6 ac.m/l) of
Sec. 22, Block 5N, Range 2W etc. Surrey, New West. District.

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

4210

September 12, 1944.

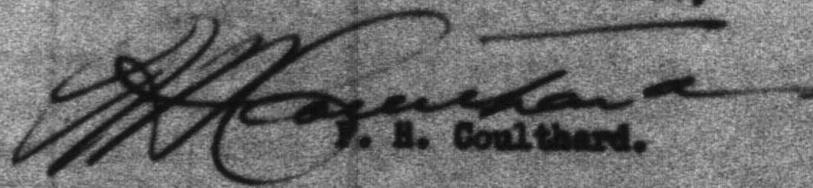
VALUATIONS:

Buildings	\$585.00
14 acres land @ \$75.	1050.00
6 " " " \$35.	<u>219.00</u>
	\$1,845.00

Trusting this is the required information,

Yours very truly,

COULTHARD, SUTHERLAND & CO. LTD.,


J. H. Coulthard.

Advertisement appearing in Vancouver Newspapers
on November 22nd, 23rd and 24th, 1944.

DEPARTMENT OF THE SECRETARY OF STATE OF CANADA
Office of the Custodian 5-23-11-7

REAL PROPERTY FOR SALE BY TENDER

- (A) Lot 1, 2 and 3 more or less of land situated in the District of New Westminster, being a FARM PROPERTY, situated on the North Boundary of the District, being a small dwelling house, under cultivation and containing 10 acres, more or less, of UNIMPROVED LAND, situated on the North Boundary of Section 10, Township 11, Map 1002, Municipality of NEW WESTMINSTER, B.C., Canada, being a VACANT LOT in the said area.
- (B) Lots 1, 2 and 3 more or less of land situated in the District of New Westminster, being a FARM PROPERTY, situated on the North Boundary of Section 10, Township 11, Map 1002, Municipality of NEW WESTMINSTER, B.C., Canada, being a VACANT LOT in the said area.
- (C) Lots 1 and 2 more or less of land situated in the District of New Westminster, being a FARM PROPERTY, situated on the North Boundary of Section 10, Township 11, Map 1002, Municipality of NEW WESTMINSTER, B.C., Canada, being a VACANT LOT in the said area.
- (D) Lots 5 and 6 more or less of land situated in Section 18, Township 15, Map 1002, Municipality of LANGLEY, being a FARM PROPERTY, situated on the South side of the South Boundary of Section 18, Township 15, Map 1002, Municipality of MAPLE RIDGE, B.C., Canada, being a VACANT LOT in the said area.
- (E) Lots 1, 2 and 3 more or less of land situated in the District of New Westminster, being a FARM PROPERTY, situated on the South side of the South Boundary of Section 18, Township 15, Map 1002, Municipality of MAPLE RIDGE, B.C., Canada, being a VACANT LOT in the said area.
- (F) Lots A, B and C of Lots 1, 2 and 3 more or less of land situated in Section 18, Township 15, Map 1002, Municipality of MAPLE RIDGE, B.C., Canada, being a FARM PROPERTY, situated on the South side of the South Boundary of Section 18, Township 15, Map 1002, Municipality of MAPLE RIDGE, B.C., Canada, being a VACANT LOT in the said area.
- (G) Lots 11 to 18 inclusive, Block 3 of Lots 1, 2, and 3, District Lot 781, Group 1, District of New Westminster, being a FARM PROPERTY, situated on CITY LINE ROAD, Municipality of NORTH VANCOUVER, containing a four-room dwelling and chicken house.
- (H) Lots 11 to 18 inclusive, Block 3 of Lots 1, 2, and 3, District Lot 781, Group 1, District of New Westminster, being a FARM PROPERTY, situated on CITY LINE ROAD, Municipality of NORTH VANCOUVER, containing a four-room dwelling and chicken house.
- (I) Lots 1, 6, 7, 8, 9 and 10, Block 18, or Section 20, Map 210, Block 3 North, Range 7 West, Map 210, Municipality of Burnaby, in the District of New Westminster, being a VACANT LOT in the said area.
- (J) Lots 1, 2, 3, 4, 5, 6, 7, 8 and 10, or Section 20, Map 210, Block 3 North, Range 7 West, Map 210, Municipality of Burnaby, in the District of New Westminster, being a VACANT LOT in the said area.
- (K) Lots 1, 2, 3, 4, 5, 6, 7, 8 and 10, or Section 20, Map 210, Block 3 North, Range 7 West, Map 210, Municipality of Burnaby, in the District of New Westminster, being a VACANT LOT in the said area.
- (L) Lots 1, 2, 3, 4, 5, 6, 7, 8 and 10, or Section 20, Map 210, Block 3 North, Range 7 West, Map 210, Municipality of Burnaby, in the District of New Westminster, being a VACANT LOT in the said area.

Tenders for the purchase of such interests in the above described properties as are vested in the Custodian will be received subject to the following terms and conditions:

1. Each tender must be for one of the parcels described, but a general tender may be filed for each of several parcels.
 2. A tender offering for parcels in the alternative will be considered an offer only for the parcel first named.
 3. A certified cheque payable to the order of the Secretary of State as Custodian for 10% of the amount stated must accompany each tender. This deposit will be forfeited if the tender is rejected by the Custodian.
 4. Each tender must be accompanied by a registered sealed envelope addressed to the Office of the Custodian, Department of the Secretary of State, West Hastings Street, Vancouver, B.C., and each envelope must be stamped "REG'D" on the outside.
- Claims in respect of unaccepted tenders will be returned in due course.

Tenders will be received by the undersigned up to noon, Pacific Daylight Saving Time on the 16th day of November, 1944. Further particulars may be obtained during office hours any day up to noon on the 15th day of November, 1944, and arrangements made with the undersigned to inspect the said premises.

DATED at VANCOUVER, BRITISH COLUMBIA, this 22nd day of November, 1944.

THE CUSTODIAN,
 200 Burrard Street,
 THE DOWNTOWN KIOSK,
 VANCOUVER, B.C.

CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. _____
PLEASE quote RG/412P

Rec'd
518 Rogers Building,
VANCOUVER, B. C.,
November 29, 1944.

Rec'd	NOV 30 1944
File No.	5770
Ans.	ROUT
Revised	Mr. Burns

The Custodian of Enemy Property,
506 Royal Bank Building,
VANCOUVER, B. C.

Dear Sir:

Re: Former Gessaku Tanaka Property

- (1) Pt. 14 acres. of Sec.29, Blk.5N., Rge.2W, shown lettered "A" on Sketch No. 1136, N. W. D. Volume 1635
(2) Pt. 6 acres. of Sec.29, Blk.5N, Rge.2W, N.W.D., 240
Surrey Municipality, contg. 20 acres.

I beg to make an offer of \$650.00 cash for clear title in the name of The Director, The Veterans' Land Act, with taxes paid for the current year, for the above noted properties.

Kindly advise at your convenience whether this offer is acceptable.

A + 9
Yours truly,

I. T. Burnett
District Superintendent
Per -

AB:MN

Mr. Burns
asked me to type this
letter for Mr. Burnet.
He has signed it.
John Burns
J. B.

Received Oct 1944
from 300
Date 10/29/1944

P. K. # 3,
New Westminster B.C.
Dec 11 1944

The Custodian,
Vancouver,
B.C.

(3)

Dear Sir: — I hereby tender the sum of \$225⁰⁰ XX for parcel "B" in your advertisement — dated Nov. 22nd 1944 being 6 acres of unimproved land, part of section 29 Block 5 North Range 2 West.

This tender is for a clear title and all taxes paid — as at Dec 31st 1944.

yours truly,
V.N. Squire

660, Archibald Rd,
RR #4
New Westminister,
Dec. 11, 1944.

The Custodian
Royal Bank Bldg,
Vancouver
B. C.

B

Dear Sir:

Please find enclosed
Money Order for Twenty one
Dollars to cover 10% of following
tender.

We hereby submit a bid of Two
Hundred Ten Dollars (\$210.00)
for B part, (six acres more or
less) Sec. 29, Block 5 North,
Range 2 West, Municipality of
Surrey, District of New Westminister.

Yours truly
G. R. Sullivan
(Mrs) Mildred A. Sullivan.

Rec'd	
File No.	3974
Am.	11/12
Amount	

P

December 12, 1944.

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

Dear Sirs:

I hereby wish to bid \$180.00 for property marked
"B" in your advertisement of November 27th, 1944, being 6 acres
more or less of Sec. 29, Block 5, North Range 2 West.

Attached you will find cash to the amount of
\$18.00 being 10% of this bid.

Yours truly,

George Namethy

G. Namethy,
1915 Walnut Road,
R. R. No. 3,
New Westminster, B. C.

R.R. # 3,
New Westminster, B.C.

Dec. 12, 1944.

The Custodian,
Vancouver, B.C.

Rec'd	
Filing No.	11779
Ans	
Forwarded	N. Squire

Dear Sir:-

I hereby tender the sum of \$1725⁰⁰ for parcels "A" and "B" in your advertisement dated Nov. 22nd 1944 being 14 acres and 6 acres respectively of Section 29 Block 5 North, Range 2 West in Municipality of Surrey. This tender is for a clear title and all taxes paid - as at Dec 31st 1944

Yours truly,
V.V. Squire

Vancouver, B.C.
Dec. 14, 1944

The Office of the Custodian,
506 Royal Bank Building,
675 Hastings Street West,
Vancouver, B.C.

A

Dear Sir:

In reply to your advertisement appearing in the Daily Province of November 24, 1944, I hereby tender the sum of One Thousand Dollars (\$ 1000.00) for the buildings and property described in the advertisement as A, and being 14 acres more or less of section 29, block 5 North, Range 2 West shown lettered A on sketch deposited 1136 Municipality of Surrey in the District of New Westminster.

A certified cheque for Ten Percent of the amount tendered is attached.

Yours truly,


G.H. Currie,
147 Water Street,
Vancouver, B.C.

Phone No.
Marine 5181

Vancouver, B.C. Dec. 15th, 1944

The Custodian
506 Royal Bank Bldg
Vancouver, B.C.

Dear Sir:

Re: Parcel "A".

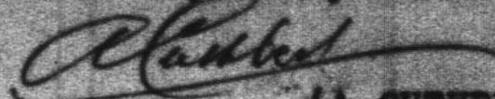
Rec'd	3579
Fax No.	
Ans.	✓
Postmarked	

I hereby make tender of \$300.00 as the full purchase price for the following property:-

14 acres of S.29 Bk 5 N, Range 2 West, shown as "A" on sketch 1136 in the Municipality of Surrey in the District of New Westminster.

The required cheque for ten per cent (\$30.00) is enclosed.

Yours very truly



(A. CUTHEBERT)

Address: 736 E. Broadway, Ste 6., Vancouver, B.C.

December 15th, 1944

RECEIVED TO: MR. F. G. SHEARS

FROM: MR. E. V. WRIGHT

RE: Tenders received in response to advertisement,
"Real Property for Sale by Tender" appearing in
the Vancouver and Fraser Valley Newspapers on
November 22nd last, with tenders to close on
December 15th, 1944.

The following tenders were opened in the office of Mr. E. V. Wright this morning in the presence of Mr. F. G. Shears, Mr. Peers and the writer:

PARTIAL - File No. 3077

Tenderer	Offer	Deposit	Remarks
A. Cumbers	\$ 300.00	30.00 (cert. ok.)	
G. E. Currie	1000.00	100.00	*

Valuation - Sept. 12/44. Coulthard, Sutherland & Co. - \$1635.00

PARTIAL - File No. 3077

George Shurley	100.00	15.00 (each)
S.R. & Mrs. Hilliard		
A. Sullivan	210.00	21.00 (H.O.)
V.H. Squire	225.00	22.50 (cert. ok.)

(Date of tax adjustment,
December 31st, 1944)

Valuation - Sept. 12/44. Coulthard, Sutherland & Co. - \$ 210.00

PARTIAL A.A.R. / File No. 3077

Soldier Settlement & Veteran's Land Act	630.00	None
--	--------	------

V.H. Squire	1725.00	172.50 (Cert. ok.)
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(Date of tax adjustment)
(December 31st, 1944)

(Note offer on B)

Valuation - Sept. 12/44. Coulthard, Sutherland & Co. - \$1,845.00

Mr. BREWER

December 18th, 1944

We have not recorded the title to these properties or the position as to
encumbrances. It would appear that this should be done before the bills are dealt with.

All documents except that in connection with Permit #3, have been sent to
the Accounting Department for safe-keeping.

AMM/PP

T. R. BREWER

3070
20th December, 1944.

The Soldier Settlement and Veterans' Land Act,
518 Rogers Building,
Vancouver, B.C.

Dear Sirs:

- Re: Parcels A and B
(1) Pt. 14 acres. of Sec. 29, Blk. 58., R.W.
show lettered "A" on Sketch No. 1136, M.V.D.
(2) Pt. 6 acres. of Sec. 29, Blk. 58., R.W., M.V.D.
Surrey Municipality, containing 20 acres.

Referring to your letter of November 29th in which you offer to purchase the above property for the sum of \$635.00.

This property was advertised for sale by tender on the 2nd November, tenders closing December 16th.

An independent valuation of this property is \$1,850.00 and for your information we received a tender very close to this amount.

If your Director was prepared to offer the sum of \$1,850.00 I think it quite likely that our Advisory Board would give the offer favourable consideration. However, this amount is very considerably in excess of the amount of your offer and you may not be interested at this price.

I would be obliged if you would let me know immediately in regard to this matter so that I can write without delay to the other party interested in purchasing this property.

Yours truly,

F. G. Share,
Director.

F.G./P.M.H.

3079

December 20, 1944.

Mr. G. E. Currie,
147 Water Street,
Vancouver, B. C.

Dear Sirs

Re: Parcel A,
Sandell Rd. ½ Mile N. of
Townline Rd., SURVEY.
Pts. (14 ac.m/l) Sec. 29, B.C.,
R.M. Pitt Meadows, B.C. #1136.

Your letter of December 14th, 1944 enclosing
cheque for \$100.00 and offer to purchase the above property
for the sum of \$1000.00 has been received and considered.

We are not able to accept this tender and are
returning your cheque herein. No acceptable tender has been
received on this property and we are now prepared to consider
revised offers.

This property has been independently appraised and
the Custodian will not be interested in any sum less than \$1635.00.

If you should wish to submit another offer, subject
to prior sale and other bids which may be received, we will be
pleased to consider same.

Yours truly,

F. G. Shears,
Director.

POSTAGE
PAID
REGISTERED

5279

December 20, 1944.

Mr. A. Cuthbert,
735 E. Broadway, Suite 6,
Vancouver, B. C.

Dear Sir

Re: Parcel "A",
Sandell Rd. $\frac{1}{2}$ mile N. of
Townline Rd. Surrey,
Pt.(14 ac.m/l) Sec.29, B3N,
R2E, lettered "A", Sk.1136.

Your letter of December 15th, 1944, enclosing
cheque for \$30.00 and offer to purchase the above property for
the sum of \$300.00 has been received and considered.

We are not able to accept this tender and are
returning your cheque herein. No acceptable tender has been
received on this property and we are now prepared to consider
revised offers.

This property has been independently appraised
and the Custodian will not be interested in any sum less than
\$1695.00.

If you should wish to submit another offer,
subject to prior sale and other bids which may be received, we
will be pleased to consider same.

Yours truly,

F. G. Shears,
Director.

PGS:AS
encl.
REGISTERED.

3079

20th December, 1944.

W.M. Squire Esq.,
Bell. #3,
New Westminster, B.C.

Dear Sir:

Re: Parcels "A" and "B"
Pt. 14 aco. of Sec. 29, Blk. 511., R. 2N.
Pt. 6 aco. 1. Sec. 29, Blk. 511., R. 2N.

We have your letter dated December 12th in which you offer to purchase the above property for \$1,725.00.

At the present moment we are not in a position to accept this offer. If you are prepared to revise your offer to not less than \$1,845.00 further consideration could then be given.

For your information there is another party interested in the purchase of this property whose tender like your own is not acceptable, but who have been given an opportunity of submitting a revised offer should they wish to do so.

Until we hear from you we are retaining your deposit cheque of \$17.50.

Yours truly,

F. G. Shears,
Director.

F.G./TWS

3879

December 21, 1944.

Mr. G. Hanoty,
1915 Walnut Road,
R. R. #2,
New Westminster, B.C.

Dear Sirs

Re: Parcel B,
Pt. (6 ac.m/l) Sec. 29,
BEN. R2L. Num. of Survey.

Your letter of December 12th, enclosing
cash in the sum of \$15.00 and offer to purchase the above
property for the sum of \$150.00 has been received and
considered.

This is to advise you that we are not
able to accept this offer and are therefore returning
your deposit herein.

Yours truly,

F. G. Shears,
Director.

PGS:AS
enc.
REGISTERED

3879

December 21, 1944.

Mr. & Mrs. G. R. Sullivan,
660 Archibald Rd.,
R.R. #4,
New Westminster, B.C.

Dear Sir & Madam:

Re: Parcel D,
Pt. (6 ac.a/1) No. 29,
B.C. Reg. Mun. of Surrey.

Your letter of December 11th enclosing
money order for \$21.00 and offer to purchase the above
property for the sum of \$210.00 has been received and
considered.

This is to advise you that we are not able
to accept your offer and are therefore returning your money
order herein.

Yours truly,

F. G. Shears,
Director.

PGS:AS
enc.
REGISTERED.

3679

December 21, 1944.

Mr. V. S. Squire,
R.R. #3,
New Westminster, B.C.

Dear Sir:

Re: Parcel #5*,
Pt. (6 ac.a/l) Sec. 29,
B.C. REG. Num. of Survey.

This will acknowledge receipt of your letter of December 11th, submitting an offer to purchase the above property for the sum of \$325.00.

We are giving this matter our favourable consideration and will be writing you again in due course.

Yours truly,

F. G. Squires,
Director.

PGS:AS
encl.

D^r 7/11/44
C. 11/21/44
M. 11/21/44



CANADA

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. 5879

PLEASE QUOTE BC/4122

518 Rogers Building,
VANCOUVER, B. C.,
December 23, 1944.

The Custodian of Enemy Property,
505 Royal Bank Building,
VANCOUVER, B. C.

Dear Sirs:

EVACUATION SECTION	
Rec'DLC 27 1944	38/79
AIR	✓ <i>dele</i>
Returned	

Re: Patches "A" & "B", containing 20 acres
more or less.

This is to acknowledge with thanks your letter of the 20th instant giving us the opportunity to meet your appraised valuation of the above noted property. The sum of \$1,350.00 is far in excess of the value placed on the property by our appraisers and for that reason this Department is not interested.

Again thanking you for the opportunity to make an offer, we are,

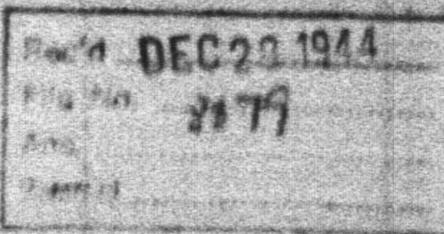
Yours truly,

I. T. Garnet
District Supervisor
Per - *I. T. Garnet*

AB:MM

R. R. No. 3,
New Westminster, B.C.
Dec. 26, 1944.

The Custodian,
506 Royal Bank Bldg.
675 West Hastings St.
Vancouver, B.C.



Dear Sir:

your file #13879 re
Parcels "A" and "B"
Pt 14 acres of Sec 29 Blk 5 N. R 2 W.
Pt 6 acres of Sec 29 Blk 5 N. R 2 W.

Your letter of Dec 20th received and
I have decided to increase my tender
for the above property to the sum
of \$1851⁰⁰ XX.

Yours truly,
John Squire

J. Squire

2577
25th December, 1944.

Mrs. V.H. Squires,
Roll No. 3,
New Westminster, B.C.

Dear Sirs:

Re: Parcels "A" and "B"
Pt. 14 ac. of Sec. 29, Blk. 31, R21
Blk. 6, sec. 21, sec. 29, Blk. 31, R21

We are in receipt of your letter of the 26th instant
in which you submit a revised offer to purchase the above pro-
perty for the sum of \$1,451.00.

This matter is receiving our favourable consideration
and we will be writing you again in due course.

Yours truly,

F. G. Shears,
Director.

FMS

Copy for Mr. Peters.

2079

June 5th, 1945.

Mr. V.H. Smith,
2079
New Westminster, B.C.

Dear Sir:

THE MENTIONED PROPERTY WAS A FARM
LOCATED ON THE N.W. CORNER OF LINDEN RD.
AND 10TH AVENUE (74-acres) BEING: 1000'
WIDE X 740' DEEP, AND 74'. (6 acres 1/4)
NOT SUBJECT TO ANY ENCUMBRANCES.

YOUR LETTER OF DECEMBER 16TH ENCLAVING
THE AMOUNT DUEABLE IN \$1000.00 AND OFFER TO PURCHASE THE ABOVE
PROPERTY FOR THE SUM OF \$15,000.00 HAS BEEN RECEIVED AND CONSIDERED.

THIS IS TO NOTIFY YOU THAT WE ARE PLEASED
WITH THE PROPOSAL. THE EXPLANATION OF THIS OFFER. WILL YOU PLEASE CON-
SIDER US AS A BORROWER OF YOU FOR THE BALANCE OF THE PURCHASE PRICE.
INTEREST 3%.

KINDLY ADVISE IF YOU WISH THESE DOCUMENTS
TO BE DRAWN UP AND SIGN THE BILL, REINSTATE OR CANCEL
THE LEASE AND ALSO NAME THESE DOCUMENTS AND WHETHER THEY ARE
VALID OR NOT THE PRESENT REGISTERED OWNER IS A BRITISH SUBJECT.

THE NECESSARY DOCUMENTS WILL THEN BE PREPARED
AND COMMUNICATED TO THE SECRETARY OF STATE AT OTTAWA, AND IF OUR RE-
COMMENDATION IS ACCEDED UPON, THE DOCUMENTS WILL BE SIGNED AND RETURNED.

AFTER THE DOCUMENTS HAVE BEEN REGISTERED,
A STATEMENT OF ADJUSTMENTS OF TERM, ETC. WILL THEN BE PREPARED, IN-
CLUDING ATTACHMENT FEES, AND FORWARDED TO YOU.

THE BORROWER WILL THEN BE ADVISED THAT THE
PROPERTY HAS BEEN SOLD, SUBJECT TO THE EXISTING TENANCY, AND THE
OWNER WILL THEREAFTER BE GRANTED THE SOLE CONTROL OF THIS PROPERTY.

THE LEASE HELD ON THE ABOVE PROPERTY EX-
PIRED ON DECEMBER 31ST, 2044, AND YOU MAY PURCHASE A COPY OF THE SAME IN
OUR OFFICE IF YOU SO DESIRE.

WE ARE COMMUNICATING herewith a copy of a letter
we have forwarded to the Tenant, Cousins, for your information.

Yours truly,

F. G. Shears
Lawyer.

RECEIVED
COUNSEL
FOR
B.C.

STATEMENT RE SALE OF:

Name: TANAKA, Osmira

Catalogue No.: #47 Adv. Nov. 28/44

File No: 3879

Street Address: B.L. #4, New Westminster, B.C.

Reg. No. 12576

Legal Description: Pt. 14 sec./1 29/5/2/A/1136, and
6 sec./1 28 pt. B of Sec. 27, B2W, NW.

Date of Sale and Adjustments January 14, 1945,

Sale Price

\$ 1851.00

~~Less: Taxes, Legal Costs, Commission~~

\$

Charge for Valuation

10.00

Charge for Advertising

39.70

Land Registry Office Transmission Fee

2.50

Encumbrances:

~~Repossession Money~~

~~Mortgage~~

~~Interest and Other~~

~~Other Encumbrances~~

Adjustments:

~~Taxes, Legal Costs, Commission~~

Taxes to Jan. 17/45

2.52

~~Interest~~

\$4.72

\$ 1851.00

Net Proceeds credited to your account
as of January 14, 1945.

1796.23

Date: April 14, 1945.

Compiled by: George Peters.

3879

January 23, 1945.

Mr. Gosaku TANAKA,
Reg. No. 12976,
c/o F. D. Rolfe,
Raymond, Alberta.

Dear Sir:

Re: Parcel "B",
Special Advertisement,
Pt. (6 ac.m/l) Sec. 29, B2N,
R2W, Mun. of SURRY.

Please be informed that the above property
together with Pt. (14 ac.m/l) Sec. 29, B2N, R2W, "A", Sk. 1136,
is in course of sale on the basis of a valuation independently
made and following directions issued from Ottawa. The price
obtained is \$11851.00 which will be subject to the usual charges
for the sale of any real property. The net proceeds of this
sale will be credited to your account and will be available to
you when the sale is completed. A detailed statement of the
transaction will be sent to you when the matter is concluded.

We note from your declaration to the Custodian
that you are holding title to this property in your possession
and we would request that you forward it to this office by
registered mail using the enclosed envelope for this purpose. If
however, you have placed the title in the hands of some other
person for safe-keeping, kindly advise us in order that we may
obtain same.

We will appreciate a reply from you at an early
date.

Yours truly,

George Peters,
Administration Department.

GP:AS
enclosed.

Official Advertisement Parcels "A" & "B".

File No. 3577

Centreville Rd., Mile N. of Townline Rd., Surrey,
Pt. (14.666. N/1) Sec. 29, B9W, R2W, "A", Sq.
1135, and Pt. (6 ac. n/1) Sec. 29, B9W, R2W,
Surrey, N. of Surrey.

February 26th, 1945.

VICTOR BONNIE SQUIRE

(purchaser)

In account with: The Custodian of Enemy Property

STATEMENT OF ACCOUNT

(as at January 15th, 1945)

	DEBIT	CREDIT
Purchase price	\$1851.00	
Cheques received		1851.00
Seller's commission of 1944 taxes		
17/365 x \$94.00		2.52
Registration fees on deed - \$1851.00	7.95	
Balance owing by purchaser		5.43
	\$1858.95	1858.95

BALANCE DUE BY PURCHASER - \$5.43

Special Advertisement Parcels "A" and "B"
File No. 3879
Sandall Rd. 1/2 mile N. of Townline Rd. Surrey
P.(14 ac.m/l) Sec.29, B5N, R2W, "A", Sk. 1136,
and Pt. (6 ac.m/l) Sec. 29, B5N, R2W, Mun. of
Surrey.
Certificate of Title No. 183563-E

Control of property covered by Certificate of Title No. 183563-E is by me
hereby acknowledged and I agree that all adjustments and incidents connected
with the sale to me of the above property have been settled.

Dated at Vancouver, B. C., this 9th day of March 1945.

Signed

John Guire

Return to the Custodian

Advertised Sale Parcels "A" and "B"
File No. 3479

To The Office of the Custodian,
506 Royal Bank Building,
Vancouver, B. C.

Dear Sirs:-

Re: Sandell Rd., 1/2 mile N. of Townline Rd.

I understand that any Japanese effects and furniture on the premises are not included in the sale. These will be removed by the Custodian as soon as possible but in cases where the furniture is included in the lease to the present tenant it cannot, of course, be removed until he is ready to vacate the premises. I undertake to give the Custodian at least two weeks notice of the date on which the tenant is vacating the premises and to allow the Custodian access to the premises in order to remove the furniture at a reasonable and convenient time following the termination of the lease.

Yours faithfully,

John Squire....Signed

Return to the Custodian

File No. 2270
Attachment.

March 21st, 1945.

RECORDED

TO: Mr. George Peters

FROM: Mr. D. A. Cramer

Conrad Squire
Victor Squire
Mr. M. J. Peters
Mr. G. Peters
Mr. D. A. Cramer
RECORDED

With reference to the above property which was recorded
at the New Westminster Land Registry Office, dated February 19th,
1945, we attach herewith the following documents in connection
therewith:

1. Copy of application number 183562-E, dated February 19th,
1945, registering the property in the name of the
Corporation (Transmitter).
2. Copy of application number 183563-E, dated February 19th,
1945, registering the property in the name of Victor
Norman Squire (Dow).
3. Duplicate of Transmission dated February 7th, 1945.
4. Duplicate of Dow dated February 7th, 1945 - Secretary
of State to Victor Norman Squire.
5. Certificate of Indefeasible Title number 183563-E, dated
March 6th, 1945, covering the above property in the
name of Victor Norman Squire.

Johnson

DAC:TS
Atch.

2879

~~RECORDED AND INDEXED~~

April 4, 1955.

Mr. Victor H. Squire,
R. R. No. 3,
2670 Trans Canada Highway,
New Westminster, B. C.

Dear Sirs:

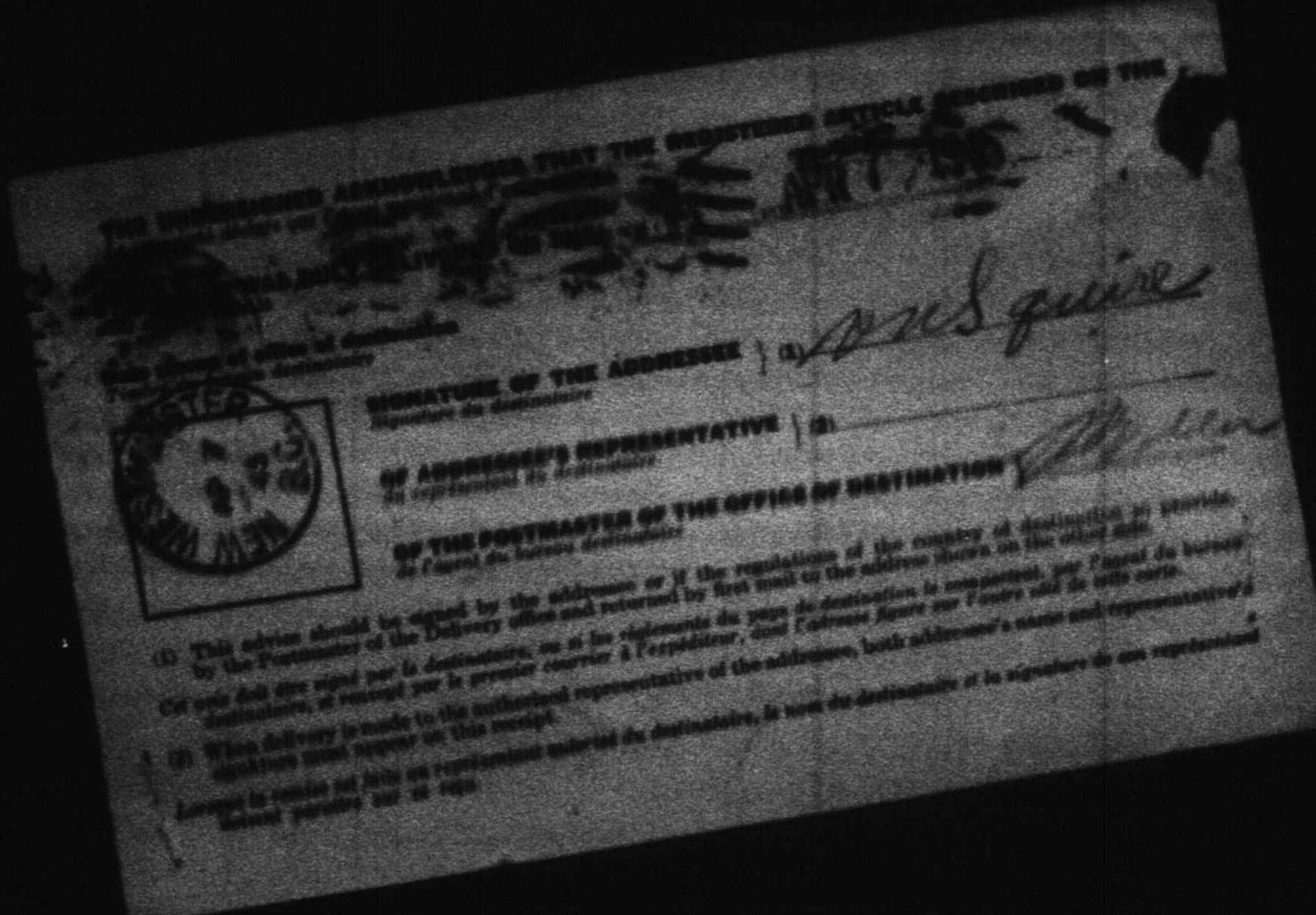
Re: Sandell Rd. 1/2 Mile N. of Townline Road
Survey, Pt. (14 ac.a/1) Sec. 29, B5N,
R.R. 1st. Reg. 2136, and Pt. (6 ac.a/1)
Sec. 29, B5N, R.R. 1st. Reg. of Survey

Further to our letter dated February 28th attached please
find Certificate of Title No. 123563-E registered in your name and covering
the above described property.

Yours truly,

George Peters,
Administration Department.

'G.P.M.
Enc.



3879

April 20th, 1945.

Mr. Goseiky TABAKA,
Registration No. 12576,
c/o F. H. Rolfeon,
Raymond, ALBERTA.

Dear Sir:

Re: Special Ad. - Nov. 22, 1944.
Sandell Rd. 1 Mile N. Townline Rd.
Pt. (14 ac.m/1) Sec. 29, B5N, R2W,
W.A. Sk. 1136, and Pt. (6 ac.m/1)
Sec. 29, B5N, R2W. Num. of Survey.

Please be informed that the above property has
been sold as of January 15th, 1945, for the sum of \$1851.00.
An independent appraisal of this property has been obtained
and the sale approved by the Advisory Committee.

Rents, less expenses, up to the mentioned, have
have been credited to your account and adjustment of un-
earned taxes has also been credited to you.

The net result of this sale appears on an attached
statement, and the proceeds have been credited to your account.
We are also enclosing a general statement of your account up
to date which includes the net figure to which reference has
already been made.

Yours truly,

H. D. Richardson,
Farm Department.

ESTABLISHED 1878

INCORPORATED 1898

THE BRACKEN & KER MUNING CO. LIMITED

DISTRIBUTORS OF
NEW WESTMINSTER, VICTORIA, VICTORIA,
PORT ALBERNI, VICTORIA, NANAIMO,
LANCASTER, PORT ALBERNI, NANAIMO,
KELLOGG, LADNER, NINETY-MILE RIVER,
PORT ALBERNI, NELSON,
WORLAND.



CABLE ADDRESS "BRACKEN"
TELEGRAMS "B&K" CODE
BENTLEY'S CODE
TELEGRAPHIC ADDRESS
"B&K" NEW WESTMINSTER,
NEW WESTMINSTER, B.C.

DISTRIBUTORS OF
PURITY FLOUR

New Westminster, B. C.
February 2, 1946.

Will
46-7879

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

Re: Goseki Tanaka —
Registration No. 12576.

Dear Sir:

We thank you for your letter of the 19th instant enclosing cheque for \$700.00, in full settlement of our claim against the above Japanese.

We are enclosing herewith Certificate of Title No. 104511 E, which we have been holding as collateral security.

Yours truly,

W. Page

W. Page,
Credit Manager

WP:RJ

Nov 21/11 3879

P. O. Box 520,
New Westminster, B. C.,
July 20th, 1908.

Mr. G. Hamilton
2211 1/2 St.
New Westminster, B. C.

Dear Sir:-

We beg to acknowledge receipt of Certificate
of Indorseable Title, #4410 E. This we are holding as
collateral security on your account. It is our understanding
that when your account is paid up in full title will be
returned to you.

Yours very truly,

BRACKMAN-KIRK MFG. CO., LTD.

J

Credit Manager.

W.P.M.J.

Bank of Montreal
Montreal, Canada
Oct. 27th. 1908 W.R.

3679

14th August, 1947.

Mr. Gosaku TANAKA,
Registration No. 12576,
P.O. Box 60,
Haymond, Alta.

Dear Sirs

We acknowledge receipt of your letter of the 5th August and for your information we are enclosing a detailed statement of your account showing how the balance as stated in our letter of the 2nd was arrived.

You will recall that we wrote to you on several occasions regarding your debt to the Brackman-Ker Milling Company but received no reply, and on the 30th December, 1943, we sent you a registered letter stating that if we did not hear from you by return mail, we would presume that their claim of \$1039.69 was correct. No reply was received from you and the Custodian negotiated on your behalf with the Brackman-Ker Milling Company, and they agreed to accept \$700.00 in full settlement. This amount was paid to them, as shown on the attached statement, on the 16th February, 1946.

We are returning your cheque for \$573.39, which represents your balance at this office, and if as you state, you are not in need of these funds at the present time, we suggest that rather than return it to this office, you should deposit it with a Bank in your vicinity.

Yours truly,

RA
Encls. 2. (cheque)

Office of the Custodian.

P.O. Box 60
Raymond Alta
August 22 1947

Dpt. of the Secretary of State
Office of the Canadian
Deportation & Evacuation Section
Vancouver B.C.

Dear Sir:

I acknowledge receipt of your
letter of 10th August 1947 and for your
information and to me.

Since I am not satisfactorily
satisfied with the sale of my property
I am returning this cheque for the sum
of \$573 $\frac{33}{4}$. Please accept this return
of your cheque.

Please send me a receipt
of total payments for debts paid to
Druckman - Ken Williams Co. and
M. Misiaguchi Co. Ltd. Please send
me their personal receipts.

Yours truly
Gordon Jacobs

Aug 24 1947

File 3879

C.A. 5347 returned for re-deposit

Copy on Mr. Dean's Computer file

2679

September 13, 1948.

REGISTRATION MAIL

Mr. Gossaku TANAKA,
P. O. Box 60,
Raymond, Alberta.

Dear Sir:

We are presently making final distribution of all funds in this office, which were derived from the sale of real and personal properties and we are accordingly, enclosing herewith our cheque in your favour for the sum of \$773.39.

Acceptance by you of this cheque does not prejudice in any way your claim for loss which you may feel you sustained in the sale of your property, as the Commissioner, Mr. Justice H. L. Bird has made a ruling to this effect.

Please acknowledge receipt of this cheque at your earliest convenience.

We cannot send you receipts for payments made to Brackman-Ker Milling Company and M. Nishiguchi Co. Ltd., as they must remain in this office for Auditing purposes. You may, however, write to the above-mentioned Companies for verification that their accounts have been settled.

Yours truly,

W. J. JOHNSTON
OFFICE OF THE CUSTODIAN.

Enc. ck.
WJJ/WJ

3879

Re: Mr. Gosaku Tanaka, Reg. No. 12576

Mr. G. W. McPherson,
Authorized Deputy for Secretary of State of Canada
and / or Custodian,
Royal Bank Building,
Corner Hastings & Granville St.,
Vancouver, B. C.

August 15, 1942.
Bridge River, B. C.

Dear Sir:-

This is to advise you that the above named is indebted
to us to the sum of \$ 8.28 _____ for merchandise supplied
prior to evacuation and during the year 1942.

We have an acknowledgement from him to the effect that
he has received these goods and we also have note dated

We would appreciate if you would file these claims
against the estate and if further proof is necessary, we
would gladly furnish same.

We understand that the above named is now located at
c/o Mr. F. B. Rolfson, Raymond, Alberta.

Yours truly,

M. NISHIGUCHI LTD.

Per


Bridge River, B. C.
Formerly of 837-839 Columbia
New Westminster, B. C.

11519
3879

May 21st, 1946.

M. NISHIGUCHI CO., Ltd.,
Shallum P. O.,
Bridge River, B. C.

Dear Sirs:

Re: Gensaku TANAKA, Reg. 12576.

We note that a claim is recorded in your name against the above person in the amount of \$2.25. The claim however, does not appear to have been filed by you and Mr. TANAKA denies that he owes you any such amount. All his debts, he states, were paid before leaving the Coast.

In view of the foregoing will you kindly communicate direct with Mr. TANAKA if any further action is necessary. The Custodian in the meanwhile will take no further action.

Yours truly,

W. J. Iverson,
Protection Dept.

WJ:DP

Please file

P. O. Box 1826,
Ashcroft, B. C.
June 7th. 1946.

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

File No. 11519, 3879.

EVACUATION SECTION	
Rec'd	JUN 11 1946
File No.	11519, 3879
Ans.	
Referred	Iverson

Re: Gossaku TANAKA, Reg. #12576.

Attention: Mr. W. J. Iverson,
Protection Department.

Dear Sir:

With reference to our claim of \$8.28 against the above party, and in answer to your letter of May 21, 1946, we have filed our claim with your department of this claim and we would appreciate if you check your files on this matter.

The above party has paid up all his debt to us on March 9, 1942. This claim was \$112.75 and on this date, we have discounted the sum of \$12.75 and the balance of \$100.00 was paid by him thus cleared up all his debt to us. However, this claim of \$8.28 was made on March 31, 1942, folio no. E34174 to the above amount. We cannot tell exact items as the copy of the daily slip is in New Westminster. However, we are of the opinion that these items are made up of some clothing for his child who was in care of Mrs. Kitaro Fujiwara to either New Denver or Kaslo at the time of evacuation and for this reason, we cannot overlook our credit just because he says he does not owe us any and kindly keep the above amount in your trust until such a time when we can enjoy freedom of our movement when we can clear the matter up.

Yours truly,

M. NISHIGUCHI COMPANY LIMITED.

Per.....
A. Nishiguchi, President.

an;m

3077
11519

June 11th, 1946.

Mr. Sonaku TANAKA,
Reg. No. 12576,
c/o A. Matiss,
Box 60,
Raymond, Alta.

Dear Sir:

Referring to your letter of April 29th, 1946, relative to a claim filed against you in the amount of \$8.28 by the M. FISHING CO. Company, we are now in receipt of a communication from them, a copy of which is enclosed.

If this clears the matter up we suggest that you authorize us to pay the M. FISHING CO. Company from the funds at your credit.

Yours truly,

E. J. Iverson,
Protection Dept.

EJI:DP
Enc.

11919, 287

June 22nd, 1946.

M. Shimoguchi Co. Ltd.,
P.O. Box 1525,
Astoria, B. C.

Dear Sir:

Gosaku Tanaka #3879

You filed a claim in the amount of \$6.25
against G. TANAKA under date of August 15th, 1942.
Mr. TANAKA has forwarded us a receipt dated March
9th, 1942 showing a payment of \$100.00 in full
settlement of his account 11275. Will you kindly
advise whether this includes the \$6.25.

Yours truly,

W.J. Iverson,
Protection Department.

WJISL

P. O. Box 1826,
Ashcroft, B. C.
July 12th. 1946.

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

File No. 11519, 3879.

Attention: Mr. W. J. Iverson.
Re: Gossaku TANAKA, Reg. #12576.

EVALUATION SECTION	
Rec'd	JUL 15 1946
File No.	3879
Am.	227-1410
RECORDED	

Dear Sir:

In answer to your letter dated June 22,
re. our claim of \$8.28 against the above party,
we beg to advise you that this sum of \$8.28 is not
included in his payment of \$100.00 on March 9, 1942.
Kindly refer to our letter dated June 7th. in which
I have pointed out to you in details.

Trusting this will clarify the situation
and meet with your approval.

Yours truly,

M. NISHIGUCHI COMPANY LTD.

Per.....
A. Nishiguchi, President

AN:M

2079, 11319.

July 22nd, 1946.

Mrs. Gossela TANAKA,
Registration No. 12576,
c/o A. Martin,
Box 50,
Edmonton, Alberta.

Dear Sir:

Referring to your letter of June 1st, 1946, in which you forwarded M. Hishiguchi & Co.'s receipt of March 9th, 1942, for \$100.00. We now hear from them to the effect that the remaining debt of \$5.28 was incurred by you after this payment was made, in fact, on March 31st, 1942, just prior to your leaving the Court. We quote their letter:

" - we are of the opinion that these items are made up of some clothing for his child, who was in care of Mrs. Kitare FUJIMARU -.

We trust that this may refresh your memory and if the account is in order it can be settled and the balance of your funds remitted.

Kindly advise.

Yours truly,

W.J.Iverson
Protection Department.

W.KJB

3879 A 11519

26th June, 1947.

REGISTERED.

Mr. Gossala TANAKA,
Registration No. 12576,
c/o A. Matiss,
Box 60,
Raymond, Alberta.

Dear Sir:

We do not appear to have had a reply from you regarding a claim of \$8.28 filed by M. Nishiguchi Company against you, in connection with clothing purchased for your child, who at that time, 31st March, 1942, was in the care of Mrs. Kitaro FUJIWARA.

If we do not hear from you prior to the 31st July, we will assume that this account is correct, and payment will be made from your account here.

Yours truly,

W.E. Anderson,
Office of the Custodian.

EA

P.O. Box 60,
Raymond Alta.,
July 27/47

Dept. of the Secretary of State,
Office of the Comptroller,
Government Immigration Section,
Vancouver, B.C.

Dear Sir:

I thank you for your ^{copy to you} letter of June 26th. I do not
doubt that amount is correct
but I would like to see the
main bill of sale. Please
send the bill of sale by return
mail.

EVACUATION SECTION	
Rec'd	AUG 2 1947
File No.	3819
Ans.	
Referred	C. M. W.

Yours truly,
Gerald Park
P.O. 12576

3679

2nd August, 1947.

RECORDED MAIL

Mr. Gossin TANAKA,
Registration No. 12576,
P.O. Box 60,
Raymond, Alta.

Dear Sir:

We wish to acknowledge receipt of your letter of the 29th July, regarding M. Nishiguchi Company's claim of \$8.25, but as we have already advised you on several occasions, the Company is unable to send you the original bill of sale, and since you do not doubt that the claim is correct, this sum has been paid from your account at this office.

Your file has been reviewed and we are enclosing herewith Custodian cheque in the amount of \$573.39, which sum represents your full credit balance at this office. Your acknowledgement of this cheque would be appreciated.

Yours truly,

Office of the Custodian.

HA
Encl. (cheque)

P.O. Box 60,
Raymond, Alta.,

RECEIVED ON
AUG 14 1947

Rec'd.	
File No.	3870
Ans.	Ans.
Retained	70

Dept. of the Secretary of State,
Canadian Office,
Japanese Evacuation Section,
Vancouver, British Columbia.
Dear Sir:

Thanking you for your letter
of August 2nd, 1947
I refering to the letter of April
20th, 1945 I find that I have the
amount of \$1,05⁷⁵ on my credit
at your office. Also referring to
the letter of April 9th, 1946 I received
your Govt. Cheque for \$500.00 By
finding the difference between the
two figures I find that I have had
on credit the sum of \$1,205⁷⁵ and
\$1,205⁷⁵ and \$5.25 I find that it
amounts to \$1,197⁵⁰. Referring to
the amount paid to M.
Fishquah Co. Ltd.

Referring to your letter of August
2nd, 1947 I received the amount of
\$573²⁵. According to you it was for
the final payment of my property
between \$1,674⁵⁰ and \$573²⁵ I find
if amounts to the sum of \$624²⁵
thus I believe I should receive \$624.00
before final payment could be said
I believe you made a slight
mistake in your calculations so please
accept the cheque for \$573²⁵ If it is not
possible please keep the sum of
\$1,197⁵⁰ for I am not in need of this
amt. at present. Also please consider your
mis calculations.

Yours truly,
Gordon Lonsdale
Reg'd 1,2516
File No 3870

INVENTORY OF CHATTELS BELONGING

TO

TANAKA, Gossuké # 12576

IN HOUSE

- 1 Wash stand ✓
- 1 Dresser with mirror ✓
- 3 Kitchen chairs (poor)✓
- 1 10 gal. crock
- 3 Old H.M.Tables
- 2 Beds complete ✓
- 1 FENWILAY Kitchen range✓
- 1 Heater stove ✓
- 1 Gramophone & few records ✓
- 1 Chime mantle clock ✓
- 1 Old Baby crib.

STORE SHED

- 1 Horse cultivator
- 1 Old bed (camp cot) ✓
- 1 Tank spray
- 2 45 gal. wooden barrels
- 1 Gas lantern
- 1 X cut saw ✓
- 3 Oil lamps
- 1 Straw suit case
- 2 Coal brooders ✓
- 1 Jap basket
- 1 Old cupboard
- 1 Old heater ✓
- 2 Old H.M.Tables ✓
- Quan. garden tools (very poor).
- 2 Crow bars
- 2 Wheel barrows

Appraisal value \$120.00

PUMP HOUSE

- 5 Chick feed troughs ✓
- 6 1 gal. water fountains
- 3 Galv. chick fountains
- 3 " Round chick feed troughs ✓
- 2 Milk shipping cans

PACKING SHED

- 60 Picker trays ✓
- 10 Jam crates
- 5 Wooden feed troughs ✓
- 1 Ladder
- 1 Large scoop shovel
- 1 Clf Incubator frame.

Signed

Darby

Received 7/4/43

Mr. S. L. Darby

John D. Johnson

H. J. Pennell mail 30/745
R.H. #4 New Districts
B.C.

Dear Mr. Anderson!

I would you kindly come down
and settle things about
the Japanese property. Previous
tenant J. Leinen. Please let
me know the complete copy
he expected Leinen's to be
honest people, but we found
out different, when we asked
J. Leinen is there a Electric Generator
order he said there were two
coal burners. We expect are
babby chicks over the 3 or 4
of April Please notice J. Leinen
has Part Hong K.R.I. to return
all the stuff they took from
the farm a new bigger sawing
machine also disassembled.
We found out Leinen's took
quite a few things from this

property I am not satisfied
with it want things to straighten
up. Have they right to drag things
from one farm to another and
besides such a distance
as this, never asked as do
you want to use anything
you want took it first so
lest they where the owners?
Garden tools, a power
wants to trim the trees
to pruning scissars is gone
Please bring the complete
list, if you can't settle
ago me have to call the
Police, we can't let things
go as they stand now.

Please let quickly

Yours sincerely,

H. J. Pennell.

EXHIBIT NO. 550-9
DATE Aug 10 48
FILED BY G. S. Price

MANUFACTURERS

General Mills

Food Products

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

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General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

General Mills, Inc., Marketing Co., The Mpls. 10, Minn.

**This warranty is extended to
be in accordance with the
Automobile Manufacturers
Association's "Warranty
Statement."**

DATED April 6th, 1965.

NAME TINAKA, George

AUCTIONEER'S NO. 2415

ITEM NO. 10

The following chattels were sold by public

Auction at Haney, B.C. on Friday, Jan. 10, 12, 22, 1943

Selling machine	\$ 75.00 SPES.
-----------------	----------------

Total	\$ 75.00
Less Expenses: Advertising	\$ 0.55
Moving	\$ 2.00
<hr/>	<hr/>
Net Proceeds Credited:	\$ 72.45
<hr/>	<hr/>

Members of Custodian Staff Present. Mr. Honyson

Extracted from Auctioneering List No. Haney 13.

Remarks.

EVACUATION SECTION

Rec'd	MAY 14 1945
File No.	12576
Ans.	1
Referred	Irishman, Alta

The Office of Custodian
Vancouver, B.C.

May 11th 1945.

Dear Sir:- Re Singer Sewing Machine

Will you please send my Singer
sewing machine by C.P.R. express or
freight which ever we can receive in
a most safest way and deduct all
the charges from my account.

Yours truly

G. Tanaka

KOSAKU TANAKA. FILE NO. 3879

Reg No. 12576

C. A. MATISZ
P.O. Box 60
RAYMOND, ALTA.

3079

May 15th, 1945.

Mr. Gosaku TANAKA,
Registration No. 12576,
c/o Mr. A. Hattiss,
P. O. Box 60,
RAYMOND, Alta.

Dear Sir:

We thank you for yours of May 11th and in reply
may say that the sewing machine you asked us to send you was
sold at auction in accordance with the Government's policy of
liquidation and realized a net sum of \$57.87.

Yours truly,

W. J. Iverson
Protection Department

WJI:LBM

MEMORANDUM

File No. 3579

May 26th, 1943.

To: Mr. H. K. Anderson

From: Mr. J. Iverson

Mr. George PARKE
R. P. #1, Russell Rd.
New Westminster, B.C.

The chattels on this property do not appear to have been liquidated although a sewing machine was recovered and sold. However Mr. Carlson took an inventory in 1943, copy of which is attached hereto.

Mr. J. Iverson was the first tenant on this property and according to his second tenant Mr. H. J. Parsons, there is about an old-style stove which somehow had been broken and straight in view of the inventory taken in April, 1943.

WILSON

ESTABLISHED 1928

INCORPORATED 1928

THE BRACKMAN & KEIR MUNNING CO. LIMITED

DISTRIBUTORS AT
NEW WESTMINSTER, VICTORIA, VICTORIA,
CHILLIWACK, WESTCOAST, RAPID, ABBOTSFORD,
LANGLEY, RICHARD, CLOVERDALE, NANAY,
PORT ALBERNI, LADYSMITH, BELLINGHAM, NARAIMO,
COURTENAY, PORT ALBERT, NELSON,
RODOLAND



CABLE ADDRESS: "BRACKMAN"
DOWLING'S GRAIN CO. CO.
BENTLEY'S CO. CO.
WEAR OFFICE:
P. O. BOX 920
NEW WESTMINSTER, B.C.

DISTRIBUTORS OF
PURITY FLOUR

Box 920,
New Westminster, B.C.
Sept. 19th. 1945.

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

Attn. W. Anderson.

Dear Sirs,

I wish to advise you that I have disposed of 1 Brooder
which belonged to G. Tanaka (Sandall Road) for the sum of \$15.00
and am remitting for same less 10% commission.

I consider this a fair valuation for this Brooder.

Yours truly,

Tanaka, Gosaku

File 3579 / 2576

EXTRACT

File 3879

January 11, 1944

SURREY BERRY GROWERS CO-OP.

The Japanese noted below holds shares in the above
company. TANAKA, G. - registration # 12576.

PHONE PACIFIC 8121
PLEASE REFER TO
FILE NO. 2677

CANADA
DEPARTMENT OF THE SECRETARY OF STATE
OFFICE OF THE CUSTODIAN
JAPANESE EVACUATION SECTION

505 ROYAL BANK BLDG.
HASTINGS AND GRANVILLE
VANCOUVER, B.C.

May 31, 1948.

PERSONAL

Mr. G.E.A. Rice,
c/o Rice, Paterson, Cullen & Ives,
Bank of Commerce Bldg.,
Lethbridge, Alta.

Dear Sir:

Re: Gosaku TANAKA -
Pt. 14 acs. & Pt. 6 acs. lettered "A", Sk. 1136,
of N.E. Pt. of S¹ of Sec. 29, Blk 5N., R.2 W.

This property was originally included in the Veterans' Land Act offer. It was valued by the Soldiers' Settlement Appraisers at \$650.00. The property was withdrawn from our sale to the V.L.A. and afterwards advertised and sold by the Custodian for \$1851.00.

It has been drawn to my attention that the Soldiers' Settlement appraisal was sent to Ritchie & Huckvale, as well as the later appraisal made by Coulthard, Sutherland & Company. As the property was not sold to the V.L.A., it may have been better if the Soldiers' Settlement appraisal had not been sent. I do not know whether any reference will be made to that appraisal, by Mr. Huckvale, but I thought that this matter should be drawn to your attention.

The V.L.A. valuation was made in 1942, and Coulthard, Sutherland's in 1944, but it would be difficult to believe that the property had appreciated in value to such an extent, and the facts rather seem to discredit the Soldiers' Settlement appraisal.

You will notice that when the sale was referred to Mr. Barnet, his letter of December 23, 1944 expresses his Department were not interested in paying the sum of \$1850.00.

Yours truly,

F.G. Shears

F.G. Shears,
Director.

PGS/GM

1
CASE NO. 520.

IN THE MATTER OF THE "INQUIRIES ACT"
ENT. 1. INVESTIGATOR'S OF CANADA 1927. CHAPTER 22.

JAPANESE PROPERTY CLAIM IN LETHBRIDGE.

BEFORE
HONOURABLE JUDGE L.H. STACK, SUB-COMMISSIONER).

10

Lethbridge, Alberta,

August 10th, 1946.

IN THE MATTER OF THE CLAIM OF
KOSAKI TANAKA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

C.H.A. KEE, Esq., K.C.,

appearing for the
Dominion Government.

W.E. MUCKALE, Esq.,

appearing for the
Claimant.

MISS LIAH THOMAS,

Secretary.

D.J. HANIFORD, Esq.,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

20

THE SECRETARY: Case No. 550, George Tunkin.

DOMAINE TABAGA, the claimant herein, being duly sworn, testified through the interpreter as follows:

DIRECT EXAMINATION BY MR. HICKS:

Q Mr. Tunkin, you have a claim before the Commission for four acres land?

A Yes.

Q And those lands consist of one 14-acre parcel in Section 39 and one six-acre parcel in the same section?

A Yes.

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

A Yes.

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

A Yes.

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

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

Q Have you had it read over to you now?

A Yes.

Q Are the particulars in it true and correct?

A Yes.

Q And have you signed it? A Yes.

MR. HICKS: I tender that as Exhibit 1.

(STATEMENT MARKED EXHIBIT NO. 1).

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

A Yes.

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

A Yes.

Q And you estimate the value of these buildings at \$20000.00, is that correct?

A Yes.

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

10 A Yes.

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

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

Q And anything else to the other buildings?

A I also made alterations and repairs to the houses.

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

20 A Yes.

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

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

Q Did you do the labour yourself?

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

20 Q Are you including the labour in that amount that

Q. Tanaka,
In Chief.

you gave up?

A: Yes, that

is included.

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

A: It was in April, 1942.

Mr. SHEARS: April 20th, 1942.

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

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

Q: Were the chicken houses being used for chickens?

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

Q: And were they leaking in any way?

A: No, they had been repaired.

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

A: Yes.

Q: And what shape was the house in?

20 A: It was quite all right.

Q: Was the roof leaking? A: No.

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

Q: Is this the policy that insured the house?

A: Yes.

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

A: Yes.

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

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

Q And what did the agent advise?

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

MR. HICKS: I tender that policy, sir.

(POLICY OF INSURANCE MAILED EXHIBIT NO. 2).

MR. HICKS: Q What was the condition of your cultivated land in April, 1941, just before you left this place?

A In my opinion it was in good condition.

10 Q Was it weedy? AF No.

Q Had the cultivated acreage been beat against weeds? As Yes, it had all been beat.

Q What shape was the crop in?

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

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

20 MR. KENN: No, we are only acting on one.

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

THE SOLICITOR GENERAL: The Crown is not filing them both?

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

MR. HICKS: They aren't mine to file.

One is made under a Soldier Settlement Board appraiser and the other one is made by a private

Mr. Justice,
In Court.

Individual as an appraiser.

THE CHIEF JUSTICE: Any objection as to filling them,
Mr. Rice?

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

THE CHIEF JUSTICE: If you want them filed, you can
file them, Mr. Justice.

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

MR. RICE: September, 1944.

THE CHIEF JUSTICE: Was that appraisal made before
the sale of the property?

MR. JUSTICE: Yes, that appraisal was made before the
sale of the property.

THE CHIEF JUSTICE: I see.

20 MR. RICE: This property was kept in the hands of
the Canadian for some years.

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

THE CHIEF JUSTICE: I think they should both be
filled, but you say you are acting on the higher
appraisal.

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

25 THE CHIEF JUSTICE: If you want them both in, Mr.

Huckvale, they will both go in.

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

THE CHANCELLOR'S SOLICITOR: Very well, do you want them marked as one exhibit?

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

THE CHANCELLOR'S SOLICITOR: Mark the earlier one Exhibit 3, and the other one Exhibit 4.

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

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

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

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

THE CHANCELLOR'S SOLICITOR: Well they are both going in, anyway.

(APPRAISAL REPORTS MARKED EXHIBITS NO. 3 AND 4).

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

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

Mr. Donahue,
The Clerk.

attached to your original claim?

A Yes.

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

A Yes.

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

10 A Yes.

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

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

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

A Yes.

Q And is that your signature on it?

A Yes.

MR. HICKS: Before I file this as an exhibit, sir,
I should point out to my friend that there is a
figure there, 3345, and it should read 3346,
and on the basis of that the plaintiff is asking
this claim for chattels which amounts to \$744.45
be reduced by 33-1/3% to allow for property
depreciation. I tender this personal chattels
form, sir.

(STATEMENT MARKED EXHIBIT NO. 5.)

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

(ANALYSIS MARKED EXHIBIT NO. 6.)

30 MR. HICKS: Now with respect to this analysis of

Mr. Justice:
In answer,

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

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

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

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

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

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

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

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

A. Yes, I am quite sure.

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

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

Q. Thinking
about it.

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

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

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

TESTIMONY BY MR. RICHES:

Q. Did you renew that insurance policy that expired in 1934, marked Exhibit 2 in these proceedings?

A. No, I did not.

Q. Why did you not renew it?

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

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

A. Yes.

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

A. Yes.

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

G. Thompson,
Government.

A I don't know anything about that.

Q You owed the Bracken-Ker Milling Company Limited when you left there some \$10,000.00, did you not?

A Yes.

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

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

Q Well now, coming back to the insurance again, did

10 You try to get insurance on your property when that policy, Exhibit 2, expired in 1928?

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

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

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

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

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

Mr. Justice,
Courtroom.

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

MR. HICKS: Does he know anything about it?

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

MR. HICKS: Now can he explain the actions of the Brockman-Ker Company Limited?

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

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

MR. RICE: Very well.

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

G. G. Macmillan
Chairman.

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

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

10

"Gentlemen: File No. 3679. Re: Goodwin
Family."

It is dated July 13th, 1943, and as I mentioned
refers to file No. 3679.

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

20

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

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

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

30 MR. KIRKHAM: That is after it has been in the hands of

G. Tanaka,
Crown-Counsel.

the Guardian for a year and a bit.

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

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

MR. RICE: Dated July 15th, 1943, but he specifically refers to "at the time of the evacuation I had a man examine the property but he refused to place any insurance on the buildings".

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

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

I wish to tender those letters as one exhibit, sir.

THE CHIEF JUSTICE: As one exhibit?

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

(EXHIBITS MARKED EXHIBIT NO. 7).

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

(MEMORANDUM MARKED EXHIBIT NO. 8).

THE CHIEF JUSTICE: Is that a real property memorandum?

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

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

G. H. DUNDEE,
Clerk.

There is a value of \$1005.00, that that just refers to the valuation of real estate.

MR. HUGHEALD: Yes, that is real estate.

MR. RICE: That is the fruit trees.

MR. HUCKVILLE: I see, that is all.

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

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

MR. RICE: Mr. Penner was his tenant.

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

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

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

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

THE SUB-COMMISSIONER: Yes.

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

Mr. Gresham
Cross-examination.

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

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

MR. KELLY: Because his rental agents leased the pro-
perty for him.

MR. HICKMAN: Fanner was a complete stranger to Mr.
MR. KELLY: He was his tenant.

THE ATTORNEY FOR THE DEFENDANT: If his agent was acting at
20 the time for this witness, and his agent leased
the property to Fanner, surely the information
contained in that letter as given by the agent is
admissible.

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

THE ATTORNEY FOR THE DEFENDANT: Is that letter written by the
witness' agent?

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

MR. HICKMAN: I think it is going entirely too far
20 to introduce evidence of that kind in this country.

G. Tandy,
Gandy-Tandy.

MR. KELLY: I am doing it only for the benefit of
the defendant as to the things he would be obliged
to meet when the claim comes up and the defense is
put in at the Court.

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

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

MR. MONTALE: Well, don't you think that that
should be given in evidence by the party himself
who wrote the letter?

MR. KELLY: No, that will be done at the trial at
the Court.

MR. MONTALE: Will he not have an opportunity
when the defense is put in to answer?

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

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

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

D. Tamm,
Greencastle.

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

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

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

THE SUB-COMMISSIONER: Yes, that is true.

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

MR. HICKS: True, but you are trying to make out that the Gustation is a thief.

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

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

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

G. THOMAS,
COUNSELOR.

placed.

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

THE SUB-COMMISSIONER: What date is the letter?

MR. RICE: March 30th, 1943.

(LETTER MARKED EXHIBIT NO. 9).

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

MR. RICE: But he was your tenant.

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

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

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

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

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

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

MR. RICE: He is your tenant.

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

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

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

MR. RIGG: It isn't evidence.

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

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

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

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

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

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

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

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

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

MR. RIGG: The analysis says the same thing.

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

20 THE SUB-COMMISSIONER: In this Inquiry we do not adhere

Mr. Tamka,
Witness.

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

MR. HICKS: I beg your pardon?

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

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

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

MR. HICKS: --to what?

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

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

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

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

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

(Witnesses aside)

(PROCEEDINGS ADJOURNED UNTIL 10 AM)

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

S.A. HOWARD
"S.A. HOWARD"
OFFICIAL TRANSCRIPT.

DEFENCE BRANCH

Gosaku TANAKA

Lethbridge, Alberta.
August 10, 1948.

File No. 3579

Case No. 550

REAL PROPERTY CLAIM

(All Claims shown are Gross)

1. Claim for Real
Property

- Legal Description:

Par. A - Part (1/4 ac. more or less) of Section 29 Blk. 5 N. Range 2 as shown and lettered "A" on Sketch deposited No. 1136 Municipality of Surrey in the District of New Westminster.

Par. B - Part 6 acres more or less of Section 29 Blk. 5 N. Range 2 W. more particularly described as follows: Commencing at the S. E. Corner of Sec. 29 thence Northwesterly following the East Boundary of said Sec. 7.50 chains thence Westerly and parallel to the South Boundary of said Section 8.125 chains thence Southerly 7.50 chains to the South Boundary of said Section thence Easterly along South Boundary 8.275 chains to the point of Commencement Municipality of Surrey in the District of New Westminster.

Land	- \$4200.00
Buildings	2000.00
Crops	- <u>10145.00</u>
	<u>\$7245.00</u>

<u>Appraised</u>		<u>Sale Price</u>
Par. A - Land	\$1050.00	
Buildings	585.00	
Par. B - Land	210.00	
Buildings	Nil	
	<u>7545.00</u>	

Witness: F. H. Coulthard - appraiser.

Tenders Received:

Par. 1 - Dec. 14/44 - C. E. Currie	\$1000.00
Dec. 15/44 - A. Coulthard	300.00
Par. 2 - Dec. 11/44 - V. N. Squire	225.00
Dec. 11/44 - G. R. Sullivan and	
Mrs. M. A. Sullivan	210.00
Dec. 12/44 - Mr. Geo. Hametby	180.00
Par. 1	
& 2 - Dec. 12/44 - V. N. Squire	1725.00
Nov. 29/44 - V. L. A.	638.00
Offer - Dec. 26/44 - V. N. Squire's increased offer	1850.00 (accepted).

Ref.: Real Property Memo filed as Exhibit 5.

In his Report of Sept. 12/44 (filed as Exhibit 4) F. H. Coulthard stated that about 4 acres of Parcel A had been under cultivation, that there was a $\frac{1}{4}$ acre in grapes and the tenant, Mr. Cousins, had put in 1 ac. of beans and $\frac{3}{4}$ ac. in potatoes, and that the rest of the property was in disgraceful condition, being overrun with thistles, weeds, brush and trash. He stated, also, that the buildings were old, poorly constructed and in deplorable shape, the house was filthy, tin chimney, finished inside with ship-lap on which paper had cracked and roof had leaked, that water was from a well, and there was electric light but no plumbing.

2.

Mr. Coulthard stated that an 18x18 shed and 1 20x10 well house had no value.

(2) This real property was also appraised by Soldier Settlement Board appraiser, R.W.Brown, at \$650. on July 21/42. However, the property was later withdrawn from sale to V.L.A. and advertised and sold by Custodian for \$1450.00. The claimant's counsel, Mr. Hutchale, insisted that the S.S.B. appraisal be filed as an Exhibit and he states in Trans.7, lines 2 to 7 inclusive, "The only point in the other one (meaning S.S.B. appraisal) is that despite the fact that the property was run down for over three years, as they say, the property went up three times as high according to the two appraisals". S.S.B. appraisal was filed as Exhibit 3. (See Trans. 5, lines 17 - 30, Trans. 6, lines 1 - 30, and Trans. 7, lines 1-25).

S.S.B. appraisal was made in July 1942 and Coulthard, Sutherland & Co.'s appraisal was not until September 12, 1944, during which time property increased in value.

S.S.B. appraiser, R. W. Brown, stated in his report of July 21/42 that the dwelling was "Just a shell of a shack, not worth spending money on. No basement, stove pipe chimney. Upstairs unfinished. Buildings not painted." Regarding the land, Mr. Brown stated "In poor condition, neglected for many years. Thistles are bad. Property very weedy. There are a few fruit trees and a few grapes but of no commercial value".

- (3) Ref. - Exhibit 7 (2 exhibits).
1. Letter July 13/43 from Brackman-Ker Milling Co. Ltd. to Custodian stating "At the time of evacuation I had a man examine the place but he refused to place any insurance on the buildings as they were in such bad shape. There was no chimney, but since that time one has been built, but still doubt if any company would care to carry the risk. In any case the premium would be very high".
 2. Letter July 17/43 from Coulthard, Sutherland & Co.Ltd. to Custodian stated "We have inspected the buildings and am sorry to report that we must decline this risk".

Submission: Trans.9, Lines 29 & 30.

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

in JP Form

Regarding the crops, the claimant declared "Apples and Grapes" but in his Claim he lists "3 acres strawberries, fruit trees 10 acres, grape vines 130". At the hearing in Lethbridge a Real Estate Form was filled as Exhibit 1 on which the claimant has listed "Strawberries 3 acres, 10 fruit trees, 150 grape vines". In Trans.11, Lines 5-8 inclusive, the claimant admit that it should be 130 grape vines instead of 150, but at no time did he declare strawberries and neither of the appraisers have reported strawberries.

PERSONAL PROPERTY CLAIM

(All claims shown are Gross).

2. Amended claim for Personal Property (Original Personal Property Claim was for \$744.45.
 (N.B. - Claimant reduced his claim for Personal Property by
 33-1/3 %. See Trans.8, Lines 17 - 24. See also
 Personal Chattels form filed as Exhibit 5.)
 \$496.30

(a) Goods valued by claimant
 at \$110.00 less 33-1/3%
 - \$73.33-1/3

Auctioned
 \$ 75.00.

Witnesses: G. Spencer Pallott, Nanay, B.C.
 - Auctioneer.
 Mr. J. Morison - Staff.

(b) Goods valued by claimant
 at \$48.56 (\$72.84 less
 33-1/3%)

Declared, not found.

Ref.: JP Form dated April 15, 1942 (on claim
 file) and Inventory of chattels taken
 by S. C. Carlson and received by Custodian
 April 29, 1943 (on claim file, also
 S. C. Carlson's report of May 26/42 (re-
 moved from master file to claim file)).

(c) Goods valued by claimant
 at \$122.50-2/3 (\$183.76
 less 33-1/3%)

No record at any time.

#122.51

Ref.: Same as 2 (b).

(d) Goods valued by claimant
 at \$251.90 (\$377.85 less
 33-1/3%)

Not accounted for.

Witness - S. C. Carlson - Staff.

Ref.: (1) Japanese left property in care of
 Brackman-Ker Milling Company for
 duration (See JP Form, Apr.15/42,
 on claim file. See also Trans.10,
 Lines 20 - 28 inclusive).

(2) Brackman-Ker Milling Co. leased the
 property to one Jacob Loewen. This
 property vacated by Loewen in Fe-
 bruary 1943 and property then leas-
 ed by Custodian to one H.J. Penner
 who claimed that Mr. Loewen had
 taken goods from the Comm. (See ltr.
 Mar.30/43 filed as Ex.9, written by
 H.J. Penner to Mr. Anderson of Custo-
 dian Office).

For ready reference regarding the
 leasing and renting of this proper-
 ty, see Real Property Memorandum
 dated Apr.6/46 prepared by Mr. Ian
 Macpherson - on claim file.

Submissions: (Trans.9, Line 30; Trans.10, Lines 1-12).

"I am submitting that the chattels were sold or dis-
 posed of by the Custodian were sold at their fair
 market value and I am also submitting that the claim-
 ant turned over his property to persons other than the
 Custodian and the Custodian is, therefore, not respons-
 ible for the same, and if it should be held that he is

Submission (continued)

responsible the prices claimed for the items that have been filed by the claimant are exorbitant".

<u>Summary of Defence Witnesses</u>	<u>Where Received</u>	<u>Summary of Documents to be Filed</u>	<u>Witness prov- ing same</u>
P. H. Coulthard - Appraiser	1		
C. Spencer Pallet - Auctioneer	2 (a)		
J. Moryson - Staff	2 (a)		
S. C. Carlsen - Staff	2 (d)		

/ER
Nov. 29/48.

REAL PROPERTY

PERSONAL PROPERTY

Motor Vehicles		Boats and Boat Gear					
Sale Price	25% thereof	Sale Price	Nelson Bros.	Other Sales	Equipment charges paid to purchasers in error.	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column

110

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, A Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price

MISCELLANEOUS CHAPTERS

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	Appli- cation of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price
			40%	300.45	279.01		33.00

TOTAL RECOMMENDATION

3679

December 8th, 1950.

Mr. Goseki TANAKA,
P. O. Box 280,
Raymond, Alberta.

Dear Sir:

Re: Japanese Property Claims Commission

Case No. 550

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 ... \$397.61.

Cheque in your favour is enclosed for \$397.61
and we have paid the Co-Operative Committee ... \$11
for legal fees as authorized by you.

Yours truly,

F.G. Shears
Director

FOS/ja
1 encl.