

5175

STRAWBERRY HILL
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: TAKAKA, HideoHOME ADDRESS: 314 Fenton St., New Westminster, BCREGISTRATION NUMBER 09274 SEX: Male AGE: 26OCCUPATION: 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: My fatherMARRIED? YesNAME OF WIFE OR HUSBAND: MitsuyeADDRESS OF WIFE OR HUSBAND: 314 Fenton St., New Westminster, BCNAMES OF ANY LIVING CHILDREN: NoneADDRESS OF CHILDREN: ---AGE OF CHILDREN: ---

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

1. LOCATION AND DESCRIPTION: None

2. BUILDINGS AND OTHER IMPROVEMENTS:

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

4. TAXES (Amount and where payable)

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

6. OCCUPANCY AND LEASES (If vacant so state)

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: None
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN None

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: 16-room frame dwelling at 314 Fenton St.,
New Westminster, BC. I live with my parents
2. LANDLORD'S NAME AND ADDRESS: My father
3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID: None
4. STATE WHEREABOUTS OF LEASE: None
5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid) None
6. IF FARM LAND, PARTICULARS OF CROPS SOWN: None

STATEMENT OF PERSONAL PROPERTY OWNED:

1. GIVE BRIEF DESCRIPTION AND STATE LOCATION OF FURNITURE, FIXTURES,
EQUIPMENT AND MACHINERY, STOCK IN TRADE AND PERSONAL EFFECTS:
None
2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS None
3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR
CLAIM ON ANY SUCH PROPERTY None

4. INSURANCE CARRIED ON ABOVE PROPERTY: None5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)
None8. BANK ACCOUNTS: None9. LIFE INSURANCE: ^{\$1,500}~~\$1,000~~ 25-year endowment policy with the Manufacturers Life
Beneficiary my wife. Policy at home10. INTEREST IN ANY ESTATES OR TRUSTS: None11. SAFETY DEPOSIT BOX: None**LIABILITIES:**1. PERSONAL DEBTS: None2. TRADE DEBTS: None

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

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

Dated this 18th day of April 1942.

(Signature)

H. TainakaA. T. Williams
Witness

FOR DEPARTMENTAL USE _____

PD. 31/12/42 March 15/43
INFORMATION FROM R.C.M.P.

Date Sept 12/43

Our File No. 5175

Full Name TAIYAKA Hideo
(Surname in Block Letters)

Registration No. 09274

Male - Female
(check) ☒

Age Feb. 1, 1916

Former Address 314 Fenton Street, New Westminster, B.C.

Date Issued 1/6/42 Naturalized - Canadian-Born - National
(check) ☒

Present Address C/o Mrs. L. Butler, R.R. #1, Gympie B.C.
(Bridge River)
C/o Mrs. L. Butler, Cameron Park,
British Columbia

Married - Single
(check) ☒

Name of Wife ^{nee} (TASHIMA) Mitsune - 1742

Name of Husband

Name of Mother ^{nee} (TAIYAKA) Masu Name of Father TAIYAKA, Yonetsu
(08216)

Names of Children under 16

Requested by J. B. William Hiroshi 3/12/42

Registered with Custodian
(Yes or No)

Additional Information Farmer

REAL PROPERTY SUMMARY

Japanese Name: TAINAKA, Hideo

Registration No. 09274

File No. 5175

Tainaka declared that he owned no real property; but the file discloses that he was operating jointly with his father, Yonetaro Tainaka, Block 25 of Lot 757, Group 1, Map 2620, New Westminster, B. C. Block 25 belonged to his mother, Masu Tainaka. For further details as to this see real property summary File No. 8557.

Lot 36 was leased by the Westminster Trust Company to Yonetaro Tainaka and Hideo Tainaka and the Pacific Co-Operative Union for 4 years from December 15th 1941 at an annual rental of \$400.00. (The Custodian and the P.C.U. surrendered this Lease to the Westminster Trust Company by Deed dated 23rd March 1945.)

On April 11th 1942, Yonetaro Tainaka and Hideo Tainaka entered into an agreement with the P.C.U. regarding the operation of Block 25 and Lot 36 by the Tainaka's, the Union agreeing to pay the Tainaka's \$5,000.00 as consideration. Regarding this arrangement the P.C.U. made a claim of \$2,400.00 in respect of crop shortages; but after taking up the matter with the Tainaka's and the P.C.U. and considering the report of Crehan, Meredith Company dated 31st July 1943 (see file) the Custodian informed the P.C.U. that he was not in a position to pass judgement on the claim and suggested direct negotiations between the P.C.U. and the Tainaka's. See Mr. Alexander's letter to Pacific Co-Operative Union dated August 19th 1943, a copy of which (together with a copy of the Pacific Co-Operative Union's letter supplementing their claim dated 17th August 1943) was sent on the same day to the Tainaka's. No further action appears to have been taken by this Office on the claim. See memorandum dated February 22nd 1944.

Block 25 and Lot 36 were leased to J. P. Hansen in 1943 and 1944 and operated by him under the control of the P.C.U. Block 25 was sold 6th July 1944. See file No. 8557.

Funds: Revenues from the properties have been placed to the credit of Yonetaro and Hideo Tainaka's Joint Account, and payments thereout have been made from time to time to Yonetaro and/or Hideo and appropriate transfers to the personal account of each of them made. At the present time the joint account shows a credit balance of \$20.99; the personal account of Yonetaro Tainaka shows a credit balance of \$947.64 and the personal account of Hideo Tainaka shows a credit balance of \$25.00.

This summary is certified to be in accordance with information on the Custodian's file and in the books of the Accounting Department.

FR/RS

Dated July 25, 1946.



File No. 375

July 25th 1946.

FIRE INSURANCE LIABILITIES

Re: Eideo TAIHAKI
Registration No. 00274

Taihaki declared that he held no fire insurance and fire insurance records do not disclose any.

This summary is certified to be in accordance with information on the Custodian's file.



R/S

File No. 5179

July 25th 1946.

LIABILITIES SUMMARY

Re: Eideo TAINAKA
Registration No. 09274

Tainaka declared no liabilities; and no claims against him appear to have been received by this Office, except one against him and Yonetaro Tainaka for \$2,400.00 by the Pacific Co-operative Union in respect of crop shortages. See Real Property summary.

This summary is certified to be in accordance with information on the Custodian's file.

TR/ES

Head

File No. 5175

July 25th 1946.

PERSONAL PROPERTY SUMMARY

Re: TAINAKA, Hideo
Registration No. 09274

Chattels:

Tainaka declared that he owned no personal property, but was living with his parents at 314 Fenton Street, New Westminster, B. C. Chattels at that address are dealt with under Iometaro Tainaka's file No. 7718.

Life Insurance:

Tainaka discloses, however, that he held a life insurance policy for \$1,500.00 No. 757094 in the Manufacturers Life Insurance Company, beneficiary being his wife, Mitsuye Tainaka, Premium \$41.85, payable December 17. (Details as to premium and policy number were supplied by the Insurance Company. See memorandum on file.) Tainaka declared that the policy was "at home", and the file does not disclose what became of the policy.

This summary is certified to be in accordance with information on the Custodian's file.

FR/HS

Read

(Information supplied by Ins. Co.)

LIFE INSURANCE

Name Hideo Tainaka

File No. 5175

Reg. No.

Company Manufactures Life Ins. Co. Agency Vancouver

Policy No. 757,094

Premium - \$41.85

Payable: Annually, Semi-annually or monthly

Month December Day 17

REMARKS:

13th February, 1943.

MEMO - MR. SHEARS.

Re: Files #7718, TAINAKA, Yonetaro, Father
 #175, " Hideo Son
 #557, " Masu Mother

Properties covered in Lease dated April 11th, 1942
between H. & Y. Tainaka and Pacific Co-Operative Union - see
File #7718 for copy of various leases herein.

Lot 25 of 757 of Group 1 - approx. 15 acres -
This property owned by the mother, Masu,
who leased, apparently verbal, it to the son, Hideo,
(see letter on File #5557 dated May 20th, 1942, from
Coulthard, Sutherland & Co.).

Lot 36 of 757 of Group 1 - approx. 17½ acres -
This property leased by the Westminster
Trust Co. to Hideo Tainaka and Yonetaro Tainaka and the
Pacific Co-Operative Union, December 15th, 1941, for
4 years, annual rental of \$400.00 per annum.

By Lease dated April 11th, 1942, Hideo Tainaka and
Yonetaro Tainaka entered into an agreement with the Pacific
Co-Operative Union for the period ending February 1st, 1943,
covering both Lots 25 and 36 for a consideration of \$5000.00
(we hold two P.C.U. cheques for \$750.00 each part of this
consideration).

The Lease recites the acreage as a total of 32½ acres
made up of 23 acres of Blackberries, currants; 3 acres rhubarb
and 1½ acres of early potatoes.

RDH:GP

30th March, 1943.

MEMO - MR. SHEARS.

re: File #7718, TAINAKA, Yonetaro, Father
5175, " Hideo Son
8557, " Masu Mother

Mr. Richardson's memorandum of 13th February sets out certain facts concerning the above noted Japanese holdings.

On 11th March a lease was drawn in the amount of \$750.00 covering Lot 25 of Lot 757, the lessee being one J.P. Hansen. Arrangement with reference to Lot 36 has not thus far been made, as far as the Custodian is concerned.

Mr. Bowden, Manager of the Westminster Trust Co. (the owners of the property), has taken the stand that any lease that may now be drawn will have to be a sub-lease to the one entered into between the Tainakas and the Pacific Co-Operative Union on the 15th December 1941 for a full year period. He states that he has given an option to purchase the property subject to the existing lease, and he is hoping that the option will be taken up by the 1st September. He holds that, regardless of who may operate the land, he will look to the Pacific Co-Operative Union for the \$400.00 rental.

When Hansen leased Lot 25 he also agreed to lease Lot 36 for \$500.00. This would allow for \$100.00 to go to the credit of the Japanese, and it seems to me that the Custodian, while protecting Japanese interests, should see to it that the Japanese is protected to that extent. In view of the stand taken by the Trust Company, different type of leases than the one we are using will have to be drawn. It would seem too that the matter of the post dated cheques totalling \$1500.00 should be dealt with as soon as possible.

OTMcK:GF

18

MEMORANDUM.

Files #8557
5175
7718

August 18, 1943.

TO: Files

FROM: Mr. G. T. McKay

Re: TAINAKA, Masu
TAINAKA, Hideo
TAINAKA, Yonetaro

Mr. J. P. Hansen who holds a lease on Lot 25 of Lot 757, Queensborough, in the sum of \$750.00 and who agreed to lease Lot 36 of Lot 757 for \$500.00 but has not signed the lease mailed to him covering that parcel, came in to see me yesterday with the idea of finding out what arrangements he could make for the 1944 season.

When asked why he had failed to return the lease covering Lot 36, he informed me that the Westminster Trust Company had accepted a cheque from the P. C. U. for \$400.00 in accordance with the terms of an agreement as between the Tainakas, P. C. U. and the Trust Company dated December 15, 1941 (See file #7718).

I took the stand that the Custodian requires the lease at \$500.00 completed by him regardless of what the P. C. U. and the Westminster Trust Company contend, and that we would look to him for that document.

At this point he began to explain to me that he had only taken approximately twelve tons of currents from the two properties this year, and as a result, if he had to pay the \$1,250.00 rent agreed to he would be almost \$1200.00 in debt. I told him that I was not prepared to discuss next year's tenancy with him until settlement had been made covering this season's operations, and without a clear-cut and certified statement as to what the property had produced, I would not enter into any deals apart from the terms of the leases as drawn. He promised to furnish us with a statement in a day or two.

GTM/MFP



5175

- 5 -

Extract from report dated 2/11/42
from Crohan, Meredith & Company,
Chartered Accountants

To the President & Members,
Pacific Co-Operative Union.

GENERAL

Farm Labour, Nishigauchi & Teinaka Ranch Disbursements of
Cash for Labour.

The Farm Labour expense as shown on Schedule "B" shows a disbursement of \$4,449.62. As vouchers for this sum we have examined payrolls sheets supposedly signed by the employees engaged on this work. We are not satisfied that the signatures shown as being the recipient are those of the payee. Mr. J. P. Hansen, your Employee in charge of this operation, informs us that other than the payee signed as the payee. We are of the opinion that this procedure is highly irregular and we are not satisfied with this accounting.

The following is a detailed summary of the two properties operated by your Union during the past year:

	<u>Nishigauchi</u>	<u>Teinaka</u>
Produce Returns	7,666.64	6,158.07
Paid to Japanese for 1942 period	3,500.00	5,000.00
Farm Labour Account	727.81	609.30
Cash paid to J.P. Hansen for pickers	3,242.60	2,134.22
Crates	359.05	132.59
Fertiliser	102.30	
Repairs to House, etc.	275.01	49.38
Truck Expenses	83.11	73.70
Management Salaries & Expenses	<u>906.75</u>	<u>211.89</u>
	9,196.63	8,210.79
<u>Loss on Operations</u>	<u>\$1,530.19</u>	<u>\$2,052.92</u>

To the President & Members,
Pacific Co-operative Union.

	<u>Nishiguchi</u>	<u>Tainaka</u>
Summary of monies paid to Mr. J. B. Hansen for pickers (see above)	3,242.60	2,134.22
Mr. Hansen has accounted for this cash in the following manner:		
Payroll Lists signed by supposed recipient (Our remarks in respect to Farm Labour apply in this case)	2,316.12	156.30
Payroll Lists with no signatures attached	16.90	2,239.34
Payroll List Missing	<u>527.27</u>	<u>2,950.29</u>
		<u>2,695.64</u>
Amount paid to Mr. Hansen in excess of amount shown as paid by him	\$ 292.31	0
Amount shown as paid by Mr. Hansen in excess of amount paid to him		\$ 561.42
Showing a net amount paid out in excess of amount received by Mr. Hansen of	\$269.11	

We disclosed to Mr. Hansen on December 11th, 1942 that he had
disturbed monies in excess of amounts received by him. It
was not until December 17th, 1942 that he produced a scrap
of paper showing Cash Sales of 102 crates of Strawberries for
\$210.75 and 24 pounds of Asparagus for \$2.40 or a total of
\$213.15.

We are also not satisfied with the amount of Produce Returns
in respect to the Nishiguchi and Tainaka properties due to the
fact the Cash Sales were not reported until December 17th, 1942
and no check could be made as to correctness of this report.

To the President & Members,
Pacific Co-operative Union.

Of the total received by Mr. Hanson of \$9,826.44 for
payment of wages in cash, we are not satisfied as to
the accounting of this amount to your Union.

MEMORANDUM

October 4, 1944.

File: 3173 ✓
723
3337

To: Mr. Johnston

FROM: W. R. Anderson

Re: J. P. Hansen, Lessee.

In 1943 the black current farm was rented to Hansen for the sum of \$750.00, however, because of several reasons -- mainly poor crop and poor management -- we were unable to collect when the payment was due.

After considerable negotiation with the Pacific Co-operative Union and Hansen and with the approval of Messrs. Shears and Wright, it was decided that as Hansen had no assets we could lay claim to our only alternative was to make a compromise and more or less gamble on the 1944 crop.

In fact the compromise was that the 1943 consideration be reduced to \$525.00, which rate was also to be applicable to the 1944 season, and in an agreement with the Pacific Co-operative Union as per their letter of February 28, 1944, they advanced \$525.00 on account of rent and it was agreed that Hansen be as closely controlled as possible regarding advances for farm work expenditures.

On October 2nd I telephoned Mr. Reid, Office Manager for the Pacific Co-operative Union, requesting payment of the \$525.00 advance of rent and was advised that although Hansen had been curtailed in expenditures as much as possible, sufficient funds were not available for payment at this time. However, he advised us that the annual bonus of 2 or 3 cents per pound would be granted toward the end of this month and since there were approximately 30,000 pounds of black currants shipped sufficient funds would then be available and they are protecting us in the amount of \$525.00.

WRA/RS

W. R. Anderson

*Noted 5/10/44.
Voff*

MEMORANDUM

File Nos.: 7718
5175

March 22nd, 1945.

TO: Accounting Department

FROM: Mr. Richardson

Re: Yonetaro & Hideo TAINAKA
Reg. Nos. 08216 & 09274

Attached hereto please find Demand Note in
the amount of \$300.00 dated March 22nd, 1945, and signed
by John P. Hansen. We ask that you kindly hold this in
safe-keeping.

A.

RDR:DH

Oct. 1949.

Mr. Anderson advised

that Mr. Hansen is dead.

Form 127 D-28



Mission City
Branch

March 22-1945
Date

On demand after date I promise to pay, to

The Custodian of Enemy Property or Order, \$ 300.00

Three hundred 00/100 Dollars

at THE CANADIAN BANK OF COMMERCE here, with interest, payable monthly, at the
rate of 4 1/2 per cent. per annum, as well after as before maturity, until paid. Value received.

J. P. Hansen

5175 & 7718

July 29, 1943.

Messrs. Yonetaro and Hideo TAIHAKA,
Registration Nos. 08216 and 09274,
Bridge River, B. C.

Dear Sirs:

You will recall that the agreement you made with the Pacific Co-operative Union dated April 11, 1942, stated that it was estimated by you and by the Pacific Co-operative Union that the crops would yield 50 tons of small fruits having an estimated gross value of \$10,000.00 which after deduction of expenses of cultivation, harvesting etc., should leave an estimated net surplus of \$6000.00 and that in consideration of the premises, the Pacific Co-operative Union paid you the sum of \$5000.00. Further on the agreement states that "the proceeds of the entire crop of the aforesaid lands consisting of 28 acres of blackberries, currants, 3 acres rhubarb, and 1 1/2 acres of early potatoes shall be the entire property of the Pacific Co-operative Union."

The Pacific Co-operative Union filed with us a claim against you duly supported by a statutory declaration to the effect that:

1. There was a shortage in acreage of black-currants amounting to 3 acres and that a further 5 acres consisted of young plants which could not be expected to yield.
2. That although it was anticipated that 50 tons of black-currants would be yielded by the property, that only 26 tons were actually yielded despite the fertilization, cultivation and harvesting etc. carried on by the Pacific Co-operative Union.

The Pacific Co-operative Union contend that they suffered a loss of 24 tons of black-currants or 24/50ths of \$5000.00, and in consequence they have filed a claim with the Custodian against you for \$2,400.00.

(over)

We would appreciate very much receiving your comments in this connection by return mail.

There is very little comment that the Custodian can make at this time in connection with the matter of this particular claim although on perusing the agreement mentioned above it would appear that estimates as to yield, value, costs and surpluses were made not by you exclusively, but by you and the Pacific Co-operative Union jointly.

The agreement does not disclose how measured the acreage under production and it is of course not at all impossible that in the event it is construed that you represented the blackberries and currants as being 28 acres and the rhubarb as being 3 acres, and that in the event that there was an actual shortage in acreages under cultivation, that the Pacific Co-operative Union may have a legitimate claim for shortage in acreage. May we suggest that you reply fully.

Yours truly,

R. P. Alexander,
Manager.

KPA:AS

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65: Plant 55
Matsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C. July 31st 1943

VACUATION SECTION	
Ret. No.	AUG. 2 1943
File No.	5175
Ans.	RPA
Entered	

Extract taken from Annual Report of Grehan Meredith
& Co. as at November 30th 1942.

GENERAL.

Farm Labour, Nishiguchi & Tainaka Ranch Disbursements of cash for Labour.

The farm labour expense as shown on Schedule "B" shows a disbursement of \$4,449.62. As vouchers for this sum we have examined payroll sheets supposedly signed by the employees engaged on the work. We are not satisfied that the signatures shown as being the recipient are those of the payee. Mr J.P. Hansen, your employee in charge of this operation, informs us that other than the payee signed as the payee. We are of the opinion that this procedure is highly irregular and we are not satisfied with this accounting.

The following is a detailed summary of the two properties operated by your Union during the past year.

	Nishiguchi	Tainaka.
	7666.44	6158.07
Produce Returns		
Paid to Japanese for 1942 period	3500.00	5000.00
Farm Labour account	727.81	609.30
Cash paid to J.P. Hansen for pickers	3242.60	2134.22
Crates	359.05	132.59
Fertilizer	102.30	
Repairs to house etc	275.01	49.38
Truck Expenses	83.11	73.70
Management Salaries & Expenses	906.75	211.80
	9196.63	8210.99
Loss on Operations	1530.19	2052.92
Summary of monies paid to Mr J.P. Hansen for pickers	3242.60	2134.22
Mr Hansen has accounted for this in the following manner:		
Payroll Lists signed by the supposed recipient	2316.12	456.30
Payroll Lists with no signatures attached	46.90	2239.34
Payroll List missing	587.27	2695.64
	2950.29	

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65: Plant 55
Matsqui, 5411

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

Amount paid to Mr Hansen
in excess of the amount shown
as paid by him

292.31

Amount shown as paid by Mr Hansen
in excess of amount paid to him
Showing a net amount paid out
in excess of amount received
by Mr Hansen of

269.11

561.42

We disclosed to Mr Hansen on December 11th 1942 that he had disbursed monies in excess of amounts received by him. It was not until December 17th 1942 that he produced a scrap of paper showing cash sales of 102 crates of strawberries for \$210.75 and 24 pounds of Asparagus for \$2.40 or a total of \$213.15.

We are also not satisfied with the amount of produce returns in respect to the Nishiguchi and Tainaka properties due to the fact the Cash Sales were not reported until December 17th 1942 and no check could be made as to the correctness of this report.

Of the total received by Mr Hansen of \$9826.44 for payment of wages in cash, we are not satisfied as to the accounting of this amount to your Union.

7718
5175

9th August, 1943.

Pacific Co-operative Union,
Mission City, B.C.

Dear Sir:-

Re: Messrs. Yosetaro TAINAKA and Hideo TAINAKA

We have discussed with Messrs. Yosetaro and Hideo TAINAKA, the matter of your claims against them totalling \$2,400.00, conveying to them first of all your contention that there was a shortage in acreage of black currants amounting to three acres and that a further five acres consisted of young plants that could not be expected to yield, and in the second place your contention that although it had been anticipated that the property would yield 30 tons of black currants, only 26 tons were yielded by the property in spite of fertilization, cultivation and harvesting carried on by the Pacific Co-operative Union.

The TAINAKAS have written us in this connection as follows:-

"We thank you for your letter received dated at July 29th, 1943.

In answering to the matter about the Pacific Co-operative Union of Mission claimed against us the sum of \$2,400.00. We have nothing to do about this, and please tell the Pacific Co-op. that we are not responsible for what they did not make. The P.C.U. manager understood about the five acres of young current plants as he had visited and seen the farms several times. There was no shortage in acreage of black currants. We and P.C.U. both made the estimate of 30 tons of black currants crops if it grows under normal condition and it was not guaranteed, and we can not be responsible for it. We have rent them many things free of charge without let knowing to the Custodian. That is to say beside the deal. We have learned that P.C.U. saying that they have done the fertilization but it is not true as we have done all the fertilization by ourselves.

In herewith we are enclosing the two agreements forms. Will you kindly return to us after you are through reading?"

In reviewing your agreement with the TAINAKAS dated April 11, 1942, we find that the agreement recites that "it has been estimated by the parties hereto that under normal conditions the aforesaid crops will yield 30 tons of small fruits," and in the absence of any information whatsoever to the contrary it is construed that "the parties hereto" refers not only to the TAINAKAS but to the Pacific Co-operative Union as well, and as it appears to be a joint estimate, it follows that there has been

neither sole representation or misrepresentation on the part of the TAINAKAS. You will note also the remarks made by the TAINAKAS regarding the five acres of young plants mentioned by you.

The Custodian, therefore, proposes to take no further action in connection with your present claim of \$2,400.00 against Yonotaro and Eliseo TAINAKA.

The first agreement mentioned in the TAINAKAS' letter is your agreement with them dated April 11, 1942. The other document refers to the terms under which use without consideration of any substantial nature was granted by the TAINAKAS to you of the property known as the house at 320 Fenton Street and of the property known as 321 Fenton Street.

Yours truly,

R.P. Alexander,
Manager

RP:JH

Telegraphic Address
Cable Address
PACCO

PHONES
Mission Office 65, Plant 55
Matsqui, 5411

5175

PACIFIC CO-OPERATIVE UNION

GROWERS AND SHIPPERS OF
FRESH FRUITS AND RHUBARB

MISSION CITY, B.C.

August 17th, 1943.

EVACUATION SECTION	
NO. 1	AUG 19 1943
File No.	
Ans.	
Referred	Alexander

Mr. R. P. Alexander, Manager,
Office of the Custodian,
506 Royal Bank Building,
Vancouver, B.C.

Dear Sir: Re: Yonetaro Tainaka & Hideo Tainaka - 7718 & 5175

Replying to your letter of August 9th re the matter of
our claim against the Tainakas.

We appreciate the quotation in your letter copied from
a letter that you received from the Tainakas. No doubt the
Tainakas would like to shake all the responsibilities of this
claim but we cannot permit that. We don't dispute the fact that
both the Tainakas and our men who investigated the possibilities
of this crop, estimated the crop to be 50 tons. However, that
was at blossom time and the set of blossoms certainly looked
promising. At the same time we were apprehensive about the fact
that something may happen to the crop between blossom time and
harvest time, and facts show that something did happen since the
currants did not materialize from the blossoms and what looked
like a record crop was only half a crop. There is no dispute
of this fact between Tainakas and ourselves, however, provision
was made in the agreement, of which you have a copy, stating
clearly that in case the crop estimate should fall short or the
crop should be a failure we should have this farm free of any
payment in 1943 but Mr. Hansen is expected to pay you \$750.00
plus \$100.00 on the piece of property rented by us from the West-
minster Trust Company.

Our claim, however, is mainly based on the fact that
the crop was estimated on about 1½ tons per acre and that our
agreement with Tainakas specifies 28 acres of bearing Black
Currants. Facts, however, show that in the parcel of land where
there are supposed to be 15 acres there are only barely 14 acres
by actual measurement and the parcel where there should be 13
acres there are less than 8 acres of bearing Black Currants and
on the bottom end of the plantation there are 5 acres of non-
bearing Black Currants. We were told by the Tainakas that the
plantation was all the same and none of us ever saw the bottom
end which contained 5 acres of young plants which only started
to bear a small crop this year and had none at all last year.

1½ tons per acre of Black Currants is just about the limit for an acre of Black Currants and we have gone to the limit which did not materialize since we harvested slightly over 26 tons instead of 50 tons. Had we known that there are only 14 acres in the one parcel and 8 acres in the other, actual bearing bushes, we would have set our estimate much lower and as a result of that also would have lowered the price paid for this crop.

If we do not get direct action from the Custodian in the matter of this claim we will have to take action through court to try to collect something that is rightfully due us, especially after we have paid the post-dated cheques at a time, when we already knew that there were just grounds for this claim, and we only paid the post-dated cheques on the assurance that the Custodian would treat us fair in connection with our claim. Any other accommodation or equipment that Tainaka turned over to us excepting the horse was worthless. No decent white man would live in those terrible hovels infested with vermin and there was practically no equipment worth while mentioning.

We would like you to go into this very thoroughly since we have no intention of letting this case rest as it stands now and thanking you for your usual application of fair-mindedness, we remain

Yours very truly,

PACIFIC CO-OPERATIVE UNION

Per

J. B. Shimek

General Manager.

JBS/EK

OFFICE OF THE COMMISSIONER
505 Royal Bank Building
Vancouver, B. C.

File Nos. 2175 & 7735

August 19, 1943.

The Pacific Co-operative Union,
Hinton City, B. C.

Dear Sirs:

Re: Youshiro TAINAKA & Hideo TAINAKA

Thank you for your letter dated August 17th copy of which we are sending to Messrs. Youshiro Tainaka and Hideo Tainaka for their information and guidance. Mr. Youshiro Tainaka, Registration No. 08226, and Mr. Hideo Tainaka, Registration No. 09274, may be reached by mail addressed to them to the Bridge River Post Office via Hazelton, B. C.

We have considered this matter carefully and have weighed your statements and the statements made by the Tainakas in an fair-minded manner as possible and we are not in a position to pass judgment. From the agreement dated April 11, 1942 between you and the Tainakas we find that both parties to the agreement estimated yield at fifty tons but we find no mention in the agreement providing for any adjustment to be made in the event that the actual production either exceeded or fell short of the amount estimated and we do not believe that Article 2 which refers to crop failures or an act of war could be regarded by the Court as embracing any errors of calculation or judgment on the part of either of the parties to the agreement individually or jointly.

As already stated, we are forwarding a copy of your letter to the Tainakas and are sending them a copy of this letter to you. We trust that you will be successful and that the Tainakas will also be successful as a result of direct negotiations between both of you in effecting an amicable settlement.

Yours truly,

H. P. Alexander,
Manager.

RECEIVED
CC Messrs. Youshiro & Hideo Tainaka

C
O
P
Y

7718 & 5175

November 23rd, 1943

Mr. Yonetaro TAINAKA,
Reg. No. 08216,
Shalalth P. O.,
Bridge River, B. C.

Dear Sir:

We are in receipt of your letter of the 15th instant and in accordance with your request for funds, we are enclosing herewith our cheque for the sum of \$100.00 which is as much as the Custodian will permit us to send in any one month. We will, however, forward you a similar amount on the 15th of December.

We communicated with Messrs. Belyea & Co. regarding the weights for your scales and they state that they did not receive same at the time the scales were shipped to you. We are having another search made at the barn on your property and will advise you of the results of same as soon as possible.

Yours truly,

W. J. Johnston
Administration Department

WJJ/GH

Enc.

Mission City, B.C.

Feb 28th 1944

TAINAKA

Mr Wm Anderson
Office of Custodian,
Vancouver, B.C.

EVACUATION SECTION	
Rec'd	FEB 29 1944
File No.	7715 5175
Ans.	7715 5175
Referred	

Dear Sir:-

The writer forgot to write this letter at the Office to-day so am doing this at home so it will be in your Office tomorrow.

Mr. J. P. Hansen will be in your Office tomorrow & he has a cheque in the amount of \$575.00 to cover 1943 rental on the Tainaka farm. We have decided to help him out on the following basis.

\$575.00 cheque to cover 1943 rental & advances up to \$300.00 for work to be

3
he has or will have numerous other
expenses such as trucking & transportation
of pickers etc. etc. The amount we
have allowed him for advances \$300⁰⁰
may be a little low, but we will just
have to see that it doesn't come very
much more.

We would like to have something
in writing from your Office accepting
these terms. Would you be kind enough
to do this just as soon as possible.

Thanking you for your
co-operation in this matter,

I remain

Geo. A. Lind,
Office Mgr. Pacific Co-op Union

done between now & picking
time, also we will look after
payment of pickers on actual
poundage picked each week.
After the above charges are
taken care of the first consideration
will be the rental for 1944 in the
amount of \$525.00. In other words
if we guarantee to hold Hansen
to the above terms we expect your
Office to take part of the gamble &
have your 1944 rental come out of
what is left over.

To give you a little better picture
I will give you some figures based
on a crop equal to last years. viz:-

75000 lbs Currants @ 18¢ =	4500.00	known
Less Picking 75000 lbs @ 6¢ =	1500.00	
1943 Rent	525.00	
1944 Rent Westminster Dist	400.00	
1944 Advances	300.00	
1944 Rent	525.00	
	<u>3250.00</u>	
	1250.00	Balance for Hansen out of which

5175 & 7718

March 18, 1944.

Mr. Hideo TAINAKA,
Registration No. 09274,
c/o Mr. L. Batley,
R. R. No. 1,
OYAMA, B. C.

Dear Sir:

In reply to your letter of March 13, 1944, please be advised that in order to collect 1943 lease consideration from Mr. Hanson, it was necessary that he be financed. We have compromised with this finance company to the extent that we accepted \$525.00, cash, for the 1943 rent. This compromise was accepted by this office in consideration that they acknowledge the 1944 lease consideration for the same amount of \$525.00 and keep Mr. Hanson's account under strict control to alleviate all the trouble we have had in the collection of this account.

The payment of \$525.00 has been received, less \$10.00 allowance to cover the cost of boarding up the premises which were condemned by the New Westminster health authorities. From our accounting standpoint we have accepted the \$525.00 as payment on account of the 1943 lease consideration and a new lease was drawn for the coming season, until August 31st, in the amount of \$300.00, payable at that time. The lease consideration was handled that way because, as you are no doubt aware, all properties which were not included in the sale of lands to the Director of the Veterans' Land Act will be advertised for sale by public tender shortly and this should help you considerably in your property sale adjustments.

Yours truly,

W. J. Johnston,
Administration Department.

WEA/EG

5175
7718
8557

January 27th, 1945.

Mr. Hideo TAINAKA,
Registration No. 09274,
c/o Mr. L. Batley,
R. R. No. 1,
Oyama, B. C.

Dear Sir:

Res 8½ of Lot 39 of pt. of Blk. 26,
Lot 757, Group 1, Map 2366.
Lot 35 of W½ of Blk. 26, Lot 757,
Group 1, Map 2366.
Lot 25 of Lot 757, Group 1, Map 2620.
Lots 32 to 34, W½ of Blk. 26, Lot 757,
Group 1, Map 2366.

We are enclosing herewith a copy of our letter dated March 18th, 1944, in which we advised you of the rental arrangements which we made with Mr. J. P. Hansen in connection with his occupancy of the properties in New Westminster owned by your mother and father.

We have now received the cheque for \$525.00 which we referred to in the last paragraph of said letter and have deposited same in your joint account numbers 5175 and 7718.

In view of the fact that all of the above-mentioned properties were included in the lease with Mr. Hansen for the period from December 1st, 1943, to August 31st, 1944, it was necessary to transfer the sum of \$23.10 to the personal account of Mr. Yonetaro TAINAKA and \$44.10 to the personal account of Mrs. Masu TAINAKA, as these amounts were the rents agreed upon in the Lease covering 8½ of Lot 39 and Lot 35 of the W½ of Block 26, (\$23.10); and Lots 32 to 34 of the W½ of Block 26, (\$44.10). These last mentioned amounts are the equivalent to the taxes on these properties. The balance of \$457.80 will remain to the credit of the joint account and these funds are available to you and your father.

Yours truly,

W. J. Johnston,
Administration Department.

WJJ/HMS
Enc.