

5433

Mission
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 INFORMATIONNAME: HAYASHI TatsuoHOME ADDRESS: Horne Ave., Mission, B.C.REGISTRATION NUMBER 13205 SEX: Male AGE: 56OCCUPATION: Strawberry Grower.

(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: NoneMARRIED? YesNAME OF WIFE OR HUSBAND: You Files 5831 - No claims co 19ADDRESS OF WIFE OR HUSBAND: Horne Ave., Mission, B.C.

NAMES OF ANY LIVING CHILDREN: Torao (M), Kiyoko (F), Takeo (M)
Roy (M).

ADDRESS OF CHILDREN: Mission, B.C.AGE OF CHILDREN: 28, 24, 19, 17.EXHIBIT No. 661-6DATE Sept. 13/48FILED BY G. S. A. Rice**STATEMENT OF ALL REAL PROPERTY** (Each parcel must be mentioned and particulars given)

1. LOCATION AND DESCRIPTION: 4 acres - Horne Ave., Block 143, and 144
and 198 of part of Section 21, Twp. 17, and of part of lot 4 -
map - 955 village of Mission. [The following land is owned jointly

by Takaichi Ikebuchi and the declarant T. Hayashi - 9.9 acres -
N.W. quarter of sec. 17 - twshp. 17 - Subdivision D, Block D of Mission

2. BUILDINGS AND OTHER IMPROVEMENTS: (became B.C. lot 172 - see Reg. letter 16-7-48)
On first mentioned land - 4 room house (one storey frame construction)
root house, garage, foot shed. On sec. 17 - 1 packing shed.

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

4. TAXES (Amount and where payable) School tax \$6.00 - \$22.22 paid to the Mun. of
Mission, B.C. \$7.00 paid to Mun. of Mission.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) 1941 taxes paid.
\$100.00 - owing on land to F.M. Fisher, Mission, B.C.

6. OCCUPANCY AND LEASES (If vacant so state) Declarant is leasing house and
land for the duration to F.M. Copland of Mission, B.C. - at Horne
Ave., Mission, B.C. - 4 acres - Block 198 of Sec. 21 - Twp. 17 -
for taxes paid on this land.

Copy of Lease Copland ?

7. STATE WHEREABOUTS OF TITLE DOCUMENTS In owner's possession.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Takaichi Ikebuchi - joint owner ship in the 9.9 acres.
9. IF FARM LAND STATE CROPS SOWN 1 acre of strawberries, asparagus 1 acre, 1 1/2 rhubarb, blackberries, 10 cherry trees, 5 apple trees, 3 pears, 1 green age, 6 plums 2 chestnut, - rhubarb - strawberries. Sold to

MR. McTAGGART, MATSUO for \$421.75. T. HAYASHI received \$260.85
T. IKEBUCHI. received \$160.90

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: See page 1, Section 2.
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:
- 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: None
5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF
OTHERS: None
6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom) None /
7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts) None
8. BANK ACCOUNTS: None /
9. LIFE INSURANCE: Provident Mutual Benefit Association - Member ship
Certificate No. - B 3290 - Beneficiary - wife - Yuu - In owner's poss. /
10. INTEREST IN ANY ESTATES OR TRUSTS: None
11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None /
2. TRADE DEBTS: None /

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

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

Dated this 21st day of April 1942.

(Signature)

T. Hayashi

J. Williams

Witness

FOR DEPARTMENTAL USE

INFORMATION FROM R.C.M.P.

File No. 5433

Date Sept. 1/43

Full Name HAYASHI, Tatsuo
(Surname in Block Letters)

Registration No. 13205

Male - Female
(check)

Age Sept. 19, 1882

Former Address P.O. Box 133, Mission, B.C.

Date Evacuated Sept 24/42

Naturalized - Canadian-Born - National
(check)

Present Address

c/o Mrs. Helen Shue, Leduc, Alberta
OK 23-9-43

Married - Single
(check)

Name of Wife NAKAMURA, Yuu #13204

Name of Husband

Name of Mother (NAKAMURA) Tsugi (deceased)

Name of Father HAYASHI, Kikuchi (deceased)

Names of Children under 16

Requested by Harker

Registered with Custodian

(Yes or No)

Additional Information

Strawberry Farmer. Owner of 8 horses, and 1/2 ton truck.

5433

REPORT

ON EVACUATED JAPANESE PROPERTY

MUNICIPALITY: Mission.

DATE: May 6th. 1942

NAME: HAYASHI. Tatsuo,

REGISTRATION NO. 13205.

ADDRESS: Horne Ave. Mission, B.C.

HOUSE NO.

PROPERTY.

ACREAGE: 4.

KIND OF CROPS: Strawberries, Asparagus Rhubarb, Blackberries,
Tree fruits; Cherries, Apples, Pears, Plums.

APPROX. ACREAGE OF EACH: Strawberries 1Acre. Aspag. $\frac{1}{4}$. Rub. $1\frac{1}{4}$.

HOUSE.

VACANT:

OCCUPIED: Yes. Lessee.

DESCRIPTION: 1 Story frame house

ROOF: Shingle.

SIZE: ?

NO. ROOMS: 4.

CONDITION: Good.

OTHER BUILDINGS: Root house, Garage.

NAME OF LESSEE OR RENTOR: ^①F.M. Copland, Mission, B.C. Lessee.

^②Crop sold to Mr. McTaggart of Matsqui, B.C. by
Hayashi. *Herbich*.

TERMS: \$421.75.

REMARKS: ~~RECEIVED BY THE OFFICE OF THE REGISTRAR~~

J. C. Anderson

REAL PROPERTY SUMMARY

File No. 5433

JAPANESE NAME: Tatsuo HAYASHI, Reg. No. 13205
Part of Director Veterans Land Act first offer,
Horne Avenue, Mission, B. C.

LEGAL DESCRIPTION: Block 198 of part of Section 21, Township 17, and part of
Lot 4, Group 3, Map 955, Village of Mission, in the District
of New Westminster, B. C.

TITLE: In name of Tatsuo HAYASHI, C.T. 51441-E.

ENCUMBRANCE: None registered. None unregistered indicated by file.

VESTING: Of interest of Tatsuo HAYASHI and of any other person of the
Japanese race filed as No. 25092 on 10th December 1942.

ASSESSED VALUE: 1942 - Land \$400.00; improvements \$350.00; total - \$750.00
Taxes \$6.10.

CLASSIFICATION: A fruit and berry farm of 4 acres. Inspector reported on
6th May 1942 one acre of strawberries, $\frac{1}{4}$ acre asparagus,
 $1\frac{1}{4}$ acre rhubarb and unspecified number of fruit trees. On
the farm a four room one-storey frame house in good condition,
and root house and garage.

ADMINISTRATION: Tatsuo HAYASHI rented the property prior to evacuation to
F. M. Copland for the duration of the war, the tenant to pay
taxes in lieu of rent. Lease handed to the Veterans Land
Act 21st July 1943. No revenue from property received by
the Custodian.

FIRE LOSS: The dwelling on this property was totally destroyed by fire
on 2nd March 1943. The Custodian made enquiry of Mr. Copland
on 31st March 1943 as to insurance on the building or any
arrangement between him and Mr. HAYASHI for protecting the
property by insurance. Mr. Copland replied that he did not
carry any insurance.
On 22nd March 1944 Crux & McMaster advised the Custodian that
the Veterans Land Act suggested that the purchase price of
the property be reduced by \$353.00, as representing the
proportionate value of the building. On the day following
this office replied consenting to this reduction. This matter
was taken up again on 27th November 1947 when the Custodian
wrote the Veterans Land Act pointing out that the Veterans Land
Act became owner of the property on 1st January 1943 and that
the building was the property of the Veterans Land Act at the
date of its destruction. The Veterans Land Act on 14th November
1947 sent the Custodian a copy of a letter from the District
Superintendent to the Director Veterans Land Act at Ottawa,
dated 21st June 1944, submitting to the Veterans Land Act an
amended contract of purchase at the price of \$426.00 "the
Custodian having recovered the sum of \$353.00 by insurance
claim". On 3rd December 1947 the District Superintendent
Veterans Land Act wrote as follows to the Custodian: -

FIRE LOSS:

"Our records indicate that on receiving information that a fire had occurred on this property, a letter was written to Messrs. Crux and McMaster, Solicitors, asking that in view of the circumstances a reduced purchase price be agreed to. We did not receive a direct reply to this letter, although we assumed that the reduction was agreed to since title to the property was delivered on payment of the reduced purchase price. It is true that the master agreement covering the Japanese lands was dated 1st January, 1943, but since Title was not delivered until June, 1944, and under the circumstances outlined above, it is considered that this Department is not liable for further payment."

No further action appears to have been taken to date. As the loss was not sustained during the term of the Custodian's control and as Mr. Richardson's consent to reduction in price was obviously based on a misapprehension of the circumstances as known at that date, the Custodian is in the clear. The onus to protect the property had passed.

SOLD:

To the Director Veterans Land Act as at 1st January 1943 for \$779.00. Payment on consideration of \$426.00 was made to the Custodian on 21st June 1944. Title included in C.T. 169396-E.

FUNDS:

To be released to Tatsuo HAYASHI. Sale price \$779.00, less Certificate of Encumbrance \$1.00, registration fee \$3.00, legal fee \$15.00, total - \$19.00. Net amount to be released \$780.00, contingent upon receipt from Veterans Land Act of \$353.00 representing loss through destruction of dwelling by fire.

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


Ian MacPherson

April 27, 1948.

IMac/CH

REAL PROPERTY SUMMARY

Files Nos. 5437 and 5438

V.L.A. BC/730-P.

Parcel "C"

JAPANESE NAMES:

Takaichi IKENUCHI - Reg. No. 13135 Deceased.
Tatsuo HAYASHI - " " 13205.

CATALOGUE NO:

Part of The Director, The Veterans' Land Act second offer.

PROPERTY ADDRESS:

West of Mandell's Farm and over the tracks.

LEGAL DESCRIPTION:

Block "D" of Lot 412, Group 1, Map 5221, Municipality of Mission,
B. C.

TITLE:

In the name of the Central Fruit Distributors Limited.

INCUMBRANCES:

Subject to an unregistered Agreement for Sale dated 1st March, 1938 to
Takaichi IKENUCHI and Tatsuo HAYASHI for \$986.90; \$1.00 cash, \$246.49
on the 1st of September, 1938, \$246.47 on the 1st of September, 1939,
1940 and 1941 at 7%.

Vesting No. 25523 - 8th March, 1943.

CLASSIFICATION:

Farm of 9½ acres with 4½ acres cleared, 1 acre being in hops, 1 acre
raspberries, 2½ acres strawberries, 1/8th ac. rhubarb, with 2 packing
sheds 14 x 20 and 20 x 20 and 1 store shed 10 x 12. No residents on
the property.

HISTORY OF
ADMINISTRATION:

A lease dated 13th April, 1942, with Takaichi IKENUCHI and Tatsuo
HAYASHI as lessors and John A. McFaggart as lessee for one year from
date for \$421.75 of which \$160.90 was paid to Takaichi IKENUCHI and
\$260.85 to Tatsuo HAYASHI. The description of the property in this
lease is in accordance with a former title description since amended
and shown above. Sale of the property was made subject to lease.

The Central Fruit Distributors Limited submitted a statement of the
amount owing it under the Agreement for Sale as \$200.00 on principal
and interest from 1st September, 1941, and taxes of 1942 paid \$14.15.
This statement was brought up to date on the 31st March, 1944, in
respect to interest and the amount owing then \$250.45 was reported on
the 10th April, 1944, to Takaichi IKENUCHI for confirmation, with
notation that failing such confirmation by return mail it would be
assumed that the statement was correct. No reply was received from
Mr. IKENUCHI, but there is on file a post office acknowledgment No.
16015 of receipt of our letter.

Conveyance of Title to the Veterans' Land Act was then proceeded with,
a Deed from the Central Fruit Distributors Limited to Takaichi
IKENUCHI and Tatsuo HAYASHI was executed and sent to Cruz & McMaster
on the 26th May, 1944, and on the 25th October, 1944, the amount owing
as at that date \$258.60 was paid to the Central Fruit Distributors
Limited.

Limited.

SOLD:

To The Director, The Veterans' Land Act for \$467.00 as at 1st January, 1943.

Approval of Advisory Committee - 24th November, 1943.

TITLE:

Issued No. 178014-E and payment of consideration made to the Custodian 17th October, 1944.

FUNDS:

Released to the credit of the Joint Account of Takaichi IKESUCHI and Tatsuo HAYASHI, sale price \$467.00, less Certificate of Encumbrance \$1.00, interest \$44.35, balance of principal \$200.00, taxes \$14.25, registration \$3.00, legal fees \$15.00, total \$277.60. Net amount released to the Joint Account \$189.40 of which \$94.70 was remitted to the Official Administrator, Mr. Straight, to the credit of the Estate of Takaichi IKESUCHI.

OLD CERTIFICATE OF TITLE

No. 101236-E:

In the Land Registry Office.

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

DATED: January 3rd, 1947.

IM:JS



File No. 5433

HAYASHI, Tatsuo (Mr.)

Mission, B. C.



Farm Appraisal Report

File No. JL-173Land Description NW $\frac{1}{4}$, Sec. 21, Tp. 17, Block 198, Village of Mission.

4 Acres

Owner's Name T. HAYASHIContaining Mission
Post Office AddressNearest Rail Point MissionDistance $\frac{1}{4}$ mileMarket Town MissionDistance $\frac{1}{4}$ "Church (give denomination) All denominations

Distance in town

Nearest School MissionDistance $\frac{1}{2}$ mileState how property was identified: L.R.O. Sketch and map.

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

Is on Horne Avenue, not opened, but gravelled trail one block to Calgary St. is outlet.Is this district a good one? Run down. Good when small fruits are high.Employment opportunity Local in berry season; nearby in mills; remote in logging camps.Predominating Nationality and religion: British. None predominating.Describe Fencing and its condition: Part of S. line. Not owned.

Value \$

Water supply: Spring in field above blgs. Piped to woodshedValue \$ inc. in land

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	22 x 22	Lumber	9'	Shgl.	old	posts	old	360.00
ADD'N.	10 x 12	"	9'	"	"	"	"	
Garage	12 x 16	"	7'	"	"	blks.	good	30.00
Shed	12 x 18	"	7'	"	"	"	"	30.00
Rhubarb hse.	18 x 34	"	7'	"	"	"	fair	180.00
GRANARY	x							
	x							
	x							
	x							

No electric lighting. Nearest power $\frac{1}{2}$ mile.

Total present day value \$ 600.00

\$ 600.00

Total Value Buildings add to farm

Is dwelling habitable without repairs? Yes. If not what is your approximate estimate of cost to make it habitable? Repairs required can be made after occupation, as desired.Describe the basement and chimneys: No basement. Brick chimney on bracket.No. rooms downstairs? 4 Upstairs? attic How finished "v" joint; one room shiplap.Are buildings painted? No. Condition of paintDistance from nearest bush none near.

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

Cultivated Land

	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
3.7	Hillside	5" to 8" sandy loam	Sandy clay	Old strawberries, blackberries, rhubarb. Not being maintained.	50.	185.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
0.3	Hillside	Sandy loam-8"	Sandy clay	Medium clearing	60.00	25.00
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	

Total value of Land \$192.50

Total added by buildings to value of farm \$600.00

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

Total value of farm \$792.50

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

Unoccupied. Cult gone back.

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

Small fruits, and chickens.

Noxious weeds:

Canada thistle.

Give approximate detail and
amount of all annual taxes and
names of Taxing Authorities:Mun. and School - \$10.45.
Mission City.Date:
Place:27th May 1942.
Abbotsford, B.C.I certify that the above report is based on a personal examination
of the whole farm made on the 26 day of May 1942.

Inspector's Signature

"B.C. WORMWORTH"

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

JL-178 - T. KAYASHI

Farm Appraisal Report

Remarks:

This block carries a value only as added acreage to other land
It is not a farming unit in itself.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.ORCHARDS, SMALL FRUITS, ETC.

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

Present Value

None of value. All gone back.

\$

\$

\$

\$

\$

\$

\$

\$

\$

Total \$

Amount fruit trees add to value of farm \$

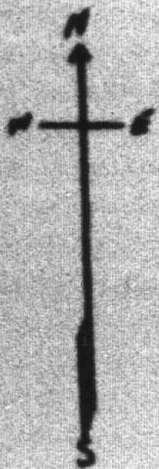
Diagram of Property

T. Hayashi

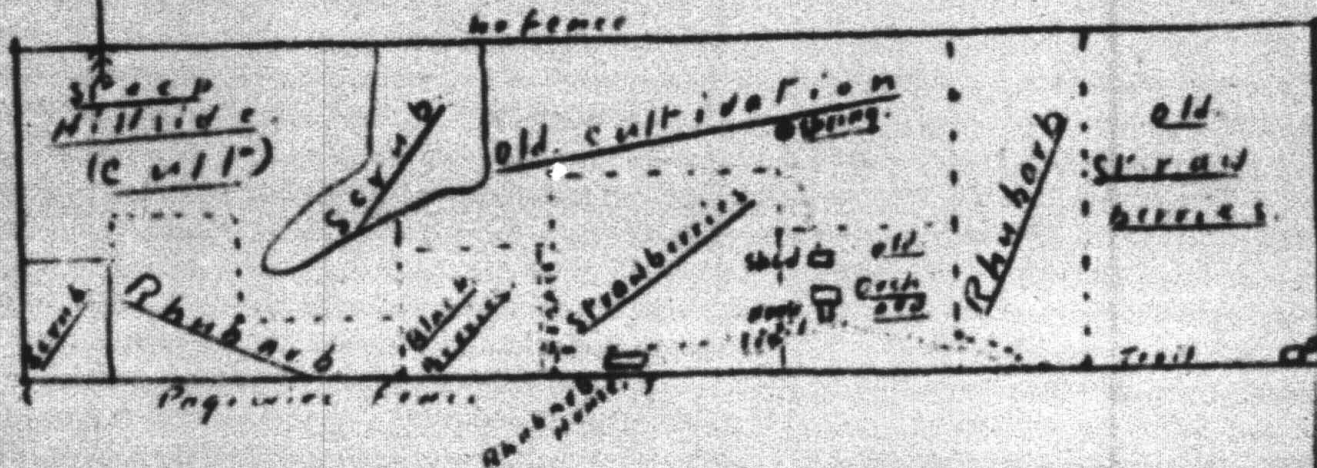
Sec 21, T. 17 (NW 1/4) Block 198, 4 acres.

(Mission Village)

Scale. 2 in. To 1 inch.



1942 1943 1947
T. Hayashi



Horas Ave. (not opened)

Calgary, B.C.

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

value is \$ 700.00

Date 1st June 19 42.

"I.T. BARNET"

District Superintendent.

This Indenture

made the **Thirteenth** day of **April** in the year of our

Lord one thousand nine hundred and **Forty-two**

IN PURSUANCE OF THE "LEASEHOLDS ACT"

BETWEEN

State Full Name
Address and
Occupation

TAKAICHI **IKEBUCHI** of Mission City in the province
of British Columbia, Farmer, AND
TATSUO **HAYASHI** of the above named place, Farmer,

hereinafter called the Lessor of the FIRST PART;

AND

State Full Name
Address and
Occupation

JOHN A. MCAGGART of Matsqui in the above named
Province, Farmer,

hereinafter called the Lessee of the SECOND PART;

WITNESSETH, that in consideration of the yearly rents, covenants and conditions hereinafter
respectively reserved and contained, the said Lessor doth demise and lease unto the said
Lessee, ALL AND SINGULAR that

certain parcel or tract of land and
premises situate, lying and being in the District of New West-
minster and Province of British Columbia and more particularly
known and described as a Nine decimal Nine (9.9) part of the North
West Quarter of Section Seventeen (17), Township Seventeen (17)
Subdivision "D", Block "D" of D. L. 412, Group 1. Municipality
of Mission.

From the **Thirteenth** day of **April**
one thousand nine hundred and **Forty-two**

for the term of **One Year** next ensuing

YIELDING AND PAYING therefor to the said Lessor, the clear yearly rent or sum of
... **FOUR HUNDRED AND TWENTY-ONE AND 25/100 (\$421.75)** Dollars of lawful
money of Canada, payable on the following days and times, that is to say: The sum of

\$160.90 payable to T. Ikebuchi, and **\$260.85** payable to T. Hayashi
payable on the execution of this Lease, subject to the approval
of the Custodian.

AND the said Lessee COVENANT with the said Lessor to pay rent, ~~and to pay taxes~~, and to repair (reasonable wear and tear, and damage by fire and tempest excepted) AND that the said Lessor may enter and view state of repair;

AND that the said Lessee will repair according to notice (reasonable wear and tear, and damage by fire and tempest excepted).

AND will not assign or sub-let without leave;

AND will not carry on any business that shall be deemed a nuisance on the said premises;

AND that he will leave the premises in good repair (reasonable wear and tear, and damage by fire and tempest excepted).

AND ALSO 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 Lessee or if the said Lessee 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 quarter's rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

AND it is hereby declared and agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned down, or damaged by fire, so as to render the same unfit for the purpose of the said Lessee, then and so often as the same shall happen the rent hereby reserved, or a proportionate part thereof according to the nature and extent of the injury sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall have been rebuilt or made fit for the purpose of the said Lessee

PROVISO for re-entry by the said Lessor on non-payment of rent, whether lawfully demanded or not; or on non-performance of covenants; or seizure or forfeiture of the said term for any of the causes aforesaid.

THE said LESSOR COVENANT with the said LESSEE for quiet enjoyment.

THIS INDENTURE shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

WHEREVER the singular and masculine are used throughout this Indenture, the same shall be construed as meaning the plural or the feminine or body politic or corporate where the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED

BY THE LESSOR IN THE PRESENCE OF

Takaichi Iwabuchi
T. Hayashi
Edith A. B. Cathers
Notary Public

SIGNED, SEALED AND DELIVERED

BY THE LESSEE IN THE PRESENCE OF

J. A. M. Saggart
Edith A. B. Cathers
Notary Public

State Full Name
Address and
Occupation of
Witness

State Full Name
Address and
Occupation of
Witness

For Maker

I HEREBY CERTIFY that on the **Thirteenth** day of **April** 19**4**
at **Mission City** in the Province of **British Columbia**
Takaichi Iwabuchi and T. Hayashi and **J. A. M. Saggart** the evidence on oath of
who is) personally known to me, appeared before me and acknowledged
to me that **they are** the person **is** mentioned in the annexed instrument as the maker **is** thereof, and whose
name **is** subscribed thereto as part **is** that **they** know the contents thereof, and that **they** executed
the same voluntarily, and **are** of the full age of twenty-one years.
IN TESTIMONY WHEREOF, I have hereunto set my Hand and Seal of Office at
Mission City British Columbia, this **Thirteenth** day
of **April** in the year of our Lord one thousand
nine hundred and **Forty-two**.

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

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

Declaration
of Witness

I, _____ of the _____ of _____ in the Province of British Columbia,
make oath and say:
1. I was personally present and did see the within instrument duly signed and executed by _____ the part _____ thereto, for the
purposes named therein.
2. The said instrument was executed at _____
3. I know the said part _____, and that _____ of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.
SWORN before me at _____
in the Province of British Columbia, this _____
day of _____ 19____

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

Dated _____ 19____

T. HAYASHI
AND
T. HAYASHI
TO
JOHN A. HENNINGSON

R.C.L. FORM NO. 41-A

Lease Form

Subdivision "D" Block "D"
D. L. 412, Group 1
S. V. & Sec. 17, Tp. 17
Municipality of Mission.

ROSE CORBIN & LITTLE LTD., 2 LEGAL FORM PRINTERS
VANCOUVER, B. C.

For
Attorney

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____ in the _____ of _____
(whose identity has been proven by the evidence on oath
who is) personally known to me, appeared before me
and acknowledged to me that he is the person who subscribed the name of _____
to the annexed instrument as the maker thereof, that the said
is the same person mentioned in the said instrument as
the maker thereof, and is still alive to the best of his belief, and that he, the said
knows the contents of the said instrument and subscribed the name of the said
thereto voluntarily as the free act and deed of the said
under authority of a power of attorney which has not been revoked.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office at
British Columbia, this _____ day
of _____ in the year of our Lord one thousand
nine hundred and _____

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

For the
Secretary
or other
Officer of a
Corporation

I HEREBY CERTIFY that on the _____ day of _____ 19____, at _____
in the _____ of _____
(whose identity has been proved by the
evidence on the oath of
me and acknowledged to me that he is the _____
and that he is the person who subscribed his name to the _____
annexed instrument, as _____ of the said _____ and affixed the seal
of the _____ to the said instrument, that he was first duly authorized
to subscribe his name as aforesaid, and to affix the said seal to the said instrument, and that such Corporation is
legally entitled to hold and dispose of land in the Province of British Columbia.
IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office,
at _____, British Columbia,
this _____ day of _____, in the year of our Lord
one thousand nine hundred and _____

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

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

7-11 5438-
B.C.L. FORM NO. 11

Articles of Agreement

made in triplicate the first day of March in the year
of our Lord one thousand nine hundred and thirty-eight

BETWEEN

CENTRAL FRUIT DISTRIBUTORS LIMITED, a body corporate with
head office at Mission City in the Province of British
Columbia,

hereinafter called the "Vendor" of the one part

AND

TAKAICHI IKEBUCHI and TATSUO HAYASHI, both of Mission City
in the Province of British Columbia, Fruit Growers,

hereinafter called the "Purchaser" of the other part.

WHEREAS the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase of
and from the Vendor the land, hereinafter mentioned, that is to say: ALL AND SINGULAR that
certain parcel or tract of land and premises situate in the Mun. of Mission, District of
New Westminster Province of British Columbia, and more particularly known and described as
Lot

Block "D" of D.L. Four hundred and twelve (412), Group One (1),
Map 5221.

of Block-numbered-

in-sub-division-of-District-Lot-No.

Group-

-district; according to a registered map or

plan deposited in the Land Registry Office, at the City of New Westminster

in the said Province and numbered 5221.

TOGETHER with all the privileges and appurtenances thereto belonging, at or for the price or sum
of Nine hundred and eighty six Collars and ninety cents----- Dollars
(\$ 986.90-----) of lawful money of Canada, payable in manner and on the days and times
hereinafter mentioned, that is to say: the sum of One Dollar-----
Dollars (\$ 1.00) on the execution of this Agreement (the receipt whereof is hereby
acknowledged by the Vendor), and the balance as follows:

The sum of \$246.49 on the first day of September 1938.
The sum of \$246.47 on the first day of September 1939.
The sum of \$246.47 on the first day of September 1940.
The sum of \$246.47 on the first day of September 1941.

TOGETHER with interest on the monies from time to time owing under this Agreement, at the
rate of seven per cent. (7 %) per annum, payable yearly on the first day
of September in each and every year until the whole of the princ-
ipal sum and interest thereon shall have been paid.

IN THE EVENT of this Agreement being registered, and in the event of default being made in any payment, or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of a satisfactory declaration that such default has occurred and is then continuing at the date of such production.
AND IT IS FURTHER AGREED that the taking of a Judgment or Judgments on any of the covenants herein contained shall not operate as a merger of such covenants or affect the Vendor's right to interest at the rate and at the time aforesaid.

Wherever the singular or masculine is used throughout this Indenture the same shall be construed as meaning the plural or the feminine or body corporate where the context or the parties hereto so require.

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

SIGNED, SEALED AND DELIVERED
BY THE VENDOR IN THE PRESENCE OF

"Masao Hattori"
Mission City, B.C.

THE CORPORATE SEAL OF THE CENTRAL
FRUIT DISTRIBUTORS LIMITED was here-
unto affixed in the presence of

SIGNED, SEALED AND DELIVERED
BY THE PURCHASER IN THE PRESENCE OF

"Masao Hattori"
Mission City, B.C.

"N.A. Fisher" (Seal)
President

"Geo. H. Moody" (Seal)
Secretary.

"Takaichi Ikebuchi"
"Tatsuo Hayashi"

I HEREBY CERTIFY that on the _____ day of _____ 19____
at _____ in the _____ of _____

(whose identity has been proved by the evidence on oath of
who is) personally known to me, appeared before me and acknowledged
to me that _____ the person mentioned in the annexed instrument as the maker thereof,
and whose name _____ subscribed thereto as part _____ and that he know the contents thereof, and that
he executed the same voluntarily, and _____ of the full age of twenty-one years.

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

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

I HEREBY CERTIFY that on the _____ day of March 1938, at Mission City
in the Province of British Columbia

(whose identity has been proved by the
evidence on the oath of George Howard Moody who is) personally known to me, appeared before
me and acknowledged to me that he is the Secretary _____ of Central Fruit
Distributors Limited _____ and that he is the person who subscribed his name to the
annexed Instrument, as Secretary of the said Central Fruit Dist. _____ and affixed the seal
of the Company _____ to the said Instrument, that he was first duly authorized
to subscribe his name as aforesaid, and to affix the said seal to the said Instrument, and that such Corporation is
legally entitled to hold and dispose of land in the Province of British Columbia.

IN TESTIMONY WHEREOF I have hereunto set my Hand and Seal of Office,
at Mission City _____ British Columbia,
this _____ day of March _____, in the year of our Lord
one thousand nine hundred and thirty-eight

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

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

File No.

5433

5437 - Anderson
5433 - Camie

NATURE OF ENCUMBRANCE

Agreement for Sale
(registered)

(unregistered)

Name of Owner of Property

IKEBUCHI, Takaichi &
HAYASHI, Tatsuo

Reg. No.

13135

13205

Address

Mission, B.C.

Age

48 & 56

Occupation

Fruit Growers

C.T.No.

101238-E

Registered Owner of Property

Central Fruit Distributors

Property:

Property Address

Mun.

Mission

Legal Description

Block "D" of D.L. 412, Group 1, Map 5221, N.W.D.

L.R.O.

Nature of interest

Owners under agreement

Particulars of Encumbrance:

Date

1st March, 1938

Parties to document:

Name Central Fruit Distributors Limited

Address Mission City, B.C.

Name Takaichi, IKEBUCHI & Tatsuo HAYASHI

Address Mission City, B.C.

Purchasers

Principal Amount

\$286.90

One Dollar cash and

Terms of Payment

\$246.49-1st Sept., 1938, \$246.47-1st Sept., 1939, \$246.47-1st Sept., 1940, \$246.47-1st Sept., 1941

Rate of Interest .7%

Arrears, if any:

Principal

\$200.00

Interest

14.00

Balance owing as at this date

14.15(1942)

Current

Paid

Standing of Taxes:

Taxes paid by us

\$228.15

Insurance:

(1) Agent

Company

Policy No.

Amt.

Prem

Exp.Date

(2) Agent

Company

Policy No.

Amt

Prem

Exp.Date

Nature, particulars and whereabouts of unregistered documents, if any:

Dated at this day of A.D. 1942.

CERTIFIED CORRECT

CENTRAL FRUIT DISTRIBUTORS LTD.

(Signature)

Rochester

5437 / 5433
13135 / 13205

SOLDIER SETTLEMENT and VETERANS' LAND ACT. BC/730P
File No. J.L. 921
Vancouver, B. C.

A. G. Duncan Cru Esq., *IKEBUCHI Takaichi*
Randall Building,
535 West Georgia St.,
Vancouver, B. C. *HAYASHI Tatsu*

October 19, 1944

Dear Sir:- e: Municipality of Mission
Block "D" of Lot 412, Group 1,
Map 5221, District of New Westminster

I beg to acknowledge receipt of Duplicate
Certificate of Title No. 178014E of the New Westminster
Land Registry Office for the above parcel of land in the
name of The Director The Veterans' Land Act.

Herewith is Veterans' Land Act cheque
for \$ 467.00 in favour of The Secretary of State,
dated October 17, 1944, being the amount of the purchase
price in full of the above land arrived at as follows:-

Purchase Price	- \$467.00 ✓
Less arrears of taxes to January 1st, 1943	- \$ Nil <i>Reg fees 3.00</i>
Amount paid to Secretary of State:	- \$467.00

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

Yours truly,

T. Todrick,
DISTRICT SOLICITOR

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

Oct 20, 1944
Date

Solicitor for The Secretary
of State.

Original of File 5437

Files:

December 4th, 1944.

13222 - Sayegoro TAKAMOTO
 5433 - Tatsuo HAYASHI,
 2575 - Ei-ji TASHIRO

MEMORANDUM

TO: THE FILES

FROM: MR. MACPHERSON

RE: Lots 143 & 144, Sec. 21, Twp. 17,
part of lot 4, Gr. 3, Map 955, D.N.E.

Declared by - Tatsuo HAYASHI and by Ei-ji TASHIRO
 Registered Owner - Sayegoro TAKAMOTO of Kelowna (not evacuated)
 Vested - 25055 - 10/12/42, TAKAMOTO, TASHIRO and HAYASHI
 Vacated - 25055 - 27/4/43, TAKAMOTO, TASHIRO and HAYASHI
 Vested - 25759 - 27/4/43, TAKAMOTO and HAYASHI
 Vesting - under Sub-sec. 2 of Section 12 prepared but not filed. Held
 in abeyance per instructions from Ottawa, February 29th, 1944.

November 26th, 1943 - HAYASHI writes that 143 & 144 were formerly owned
 by "us" but deeded to another person (not Tashiro) (Takimoto ?)

February 20th, 1944 - HAYASHI writes "sold to S. TAKIMOTO"

HAYASHI's declaration included 143 and 144 (and also part of Section 17,
 the latter parcel as owned by him and T. IKENUCHI. In his letter of
 November 26th, 1943, it would appear that "us" refers to IKENUCHI and
 himself, as he states "we still claim ownership of the adjoining blocks"
 (in Sec. 17). This disposes of HAYASHI's interest.

As to the TASHIRO interest - from Mr. Taylor's letter of November 27th,
 1943, it might be inferred that Ei-ji TASHIRO had purchased from TAKAMOTO.

It would thus seem that HAYASHI and IKENUCHI sold and conveyed to TAKAMOTO,
 and that TAKAMOTO sold to TASHIRO, but of the latter transaction there is
 no record whatever in the Land Registry Office or on our files.

If this supposition is confirmed by TASHIRO's reply to our letter of the
 4th of December, 1944, (this date), Vesting 25759 should be vacated and
 TASHIRO's interest vested. See also V. O. of TAKAMOTO, on File 13222.

IM:AM

JCH

Property
 Sold.
 V.H.A.

MEMORANDUM

File No. 2875
5433
13222

February 7th, 1945.

TO: The Files

FROM: Mr. Richardson

Re: Blocks 143 and 144 of Section 21,
Tp. 17, and part of Lot 4, Group 3,
Map 955. Village of Mission, D.N.M.

Subject property registered in the name of
Suegoro TAKAMOTO, File 13222.

Tatsuo HAYASHI, File 5433 and Eiji TASHIRO,
File 2875, both declared ownership.

Under date of February 20th, 1944, letter from
HAYASHI states that the above property was sold to
S. TAKAMOTO. This disposes of HAYASHI's interest.

We have made every effort to establish TASHIRO's
interest, and have written him on numerous occasions without
result. See our last letter dated January 16th, 1945.

This case was discussed with Mr. K. W. Wright
this morning and it was decided that taking all facts into
consideration, TASHIRO's claim of interest to be ignored.

Therefore, the funds from the sale of this property
are for the credit of Suegoro TAKAMOTO, File 13222, solely.

RDR:OH

ENEMY SECTION

Rec'd MAR 5 1945

File No.

Ans'd

Refer'd *MR Pears*

File No. 5433.

March 3rd, 1945.

MEMORANDUM

TO: Mr. E.W. Wright

FROM: Mr. Ian Macpherson

Reference is made to your memo of February 8th
Re: Lot 5 in Block 42 of Lot 69, Group 1, Map 1321, N.W.D.,
with which you forwarded a Certificate of Indefeasible Title
dated April 24th, 1913. We find that this property was sold
for taxes on the 16th September, 1924, and Title No. 63443-E
issued to the Corporation of the District of Burnaby extin-
guishing Mr. HAYASHI'S interest.

Inc.

*P/s Apts to see
K M W*

*Mr. Macpherson.
Will you please mail the Cert. of
Title # 63443 E to the Land Registry
office at New Westminster for disposal
as they see fit.*

IM:MM

J.M.D.

Extracts from Lease.

Files #5437 & #5433.

Lessors: Takaichi IKEBUCHI & Tatsuo HAYASHI.

Lessee: John A. McTAGGART

Date: 13th April, 1942.

Term: 1 year from 13th April, 1942,

Consideration: \$421.75 (\$160.90 paid to T. Ikebuchi and
\$260.85 paid to T. Hayashi on 13th April, 1942)

Property:

Lands: 9.9 acres part of N.W. $\frac{1}{4}$ of Section 17, Township 17,
Subdivision "D", Block "D" of D.L. 412, Group 1.
Municipality of Mission, District of New Westminster

House: Included

*Replaced by lease 352 by John A. McTaggart
from March 1/43 to Sept. 13/43 - \$80.00
\$80.00 on the 31st of July 1943.*

~~*Lease given to J. L. G. July 1943.*~~

Extract from Lease.

File #5433.

Lessor: Tatu HAYASHI.

Lessee: Frederick M. COPLAND.

Date: 20th April, 1942.

Term: Duration.

Consideration: Taxes in lieu of rent. *Pg.*

Property:

Land: Block 198 of part of Section 21 Tp.17 and part Lot 4
Gp.3 Map 955, Village of Mission.

House: Included.

Chattels: Not included.

1043

Lease No. 616 handed to S.S.B. 21/7/43

NAME RAYASHI, Tatsuo

REGISTRATION NO. 13205

FILE NO. 2433

The following chattels were sold by public
auction at Mission, B. C. on January 31, 1949.

1 Gramophone case
1 Heater stand

\$ 0.25
0.25

Total

(Auctioneer's Fee: \$ 0.50

Less Expenses: (Advertising: 0.01

(Moving: 0.06

\$ 0.50
\$ 0.12

Net Proceeds Credited:

\$ 0.38

Members of Custodian Staff Present.

Mr. W. E. Anderson

Extracted from Auctioneering List No.

Mission 15.

Remarks.

MEMORANDUM

File No.: 5433

Oct. 17th, 1944.

To: FILE

From: Mr. Iverson

Re: Tatsuo HAYASHI

No chattels were declared or inventoried on this file, therefore it can be closed insofar as they are concerned.

WJI:IF



File No. 5433.

CLAIMS DEPARTMENT

May 19th, 1944.

Tatsuo HAYASHI - Reg. No. 13205

CREDITORS:

1. Dr. E.J. Macrett \$12.00

/DE

INSURANCE SUMMARY


File No. 5433.

Tatsuo HAYASHI, Reg. No. 13205,

Block 198 of part Section 21, Township 17,
and part Lot 4, Group 3, Map 955.

No insurance on buildings or contents.

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



Ian MacPherson April 27, 1948.

IMac/CH

MEMORANDUM

November 22, 1949.

To: Mr. Cool

From: E. Robertson

Re: Estate of HAYASHI - Case No. 543

(File No. 5435)

Figures given by your Department are as follows:

"Missing 00 changed to \$80.00"

1. In his JP Form dated April 21, 1942, Hayashi declared "None" for personal property.

2. The first mention Mr. Hayashi made regarding ownership of chattels left in the protected area was on November 13, 1947, when he filed his claim with the Commissioner for -

Shoes \$ 20.00
Books 120.00 - \$120.00

which his claim states were left in the care of the Custodian at date of evacuation, locked but not packed, in "house in land on Village of Mission".

3. In Transcript, Page 3, Lines 4-11, the Claimant admits he did not mention chattels on his JP Form. He states that the Custodian informed him if he locked the place up and packed everything, the Custodian would take care of that and it would be all right.

In Transcript Page 7, Lines 6-22, the Claimant states he is not sure of the kind of books there were as he does not know English but he says they were "mostly English language books bought for the convenience of his children." He said they cost \$60.00 and were bought in 1935 or 1936.

REMARKS:

Mr. Hayashi's file does not reveal that any chattels, other than 1 greenhouse and 1 heater stand (which were sold at auction, Mission 18, for .25¢ each), belonging to this Claimant were ever reported to or found by the Custodian. On July 22/42 the Custodian wrote to Mr. Hayashi's lawyer (F.M. Copland) of the "Village of Mission" property inquiring as to chattels left in Mr. Copland's care but there is nothing on file to indicate that a reply was ever received. On March 2, 1943, the dwelling at this location was totally destroyed by fire. Mr. Hayashi made inquiries through the Department of Labor (W.O.B.A. letter of March 29/43) regarding what compensation, if any, he might expect as the result of this fire but did not inquire regarding personal property.

P.T.O.

File 5433

MEMORANDUM

Sept. 20, 1949.

TO: Mr. J. MacDonald

FROM: Mr. F.G. Shears

Re: Case 661 - Tatsuo HAYASHI

Branded
Mr. Virtue's memo to Mr. Good dated 19th Sept., 1949.

On March 2, 1943, the building on this property was destroyed by fire.

The Japanese owner had not been carrying insurance on this building at the time of evacuation.

The Japanese had leased his property at the time of his evacuation for the duration of the war.

The Japanese therefore, incurred a loss at the time of the fire. Letter written by Mr. Gibson of our Insurance Dept., March 31, 1943, to the British Columbia Security Commission sets this matter out.

The deal with the Veterans' Land Act was not made until June, 1943, and was made on the basis of appraisal figures supplied by the Soldier Settlement Board.

The appraisal being made in 1942 included a value for the house.

At the time the deal was being discussed, the appraisal figures being used as a basis of negotiations, were not correct in this particular case, and the figure should have been reduced by the value of the house, the asset not being in existence and we therefore could not convey.
(Included in the offer being discussed was the value of whole properties which for various reasons, were later withdrawn as we were not in a position to transfer the assets to the Veterans' Land Act.)

While it is true that after sale arrangements were consummated, the deal was made retroactive to January 1st, this was not an adjustment in regard to the value of the property, but the usual type of adjustment connected with rental revenues, fire insurance premiums etc.

THE UNDERSIGNED ACKNOWLEDGES THAT THE REGISTERED ARTICLE DESCRIBED ON THE OTHER
Le soussigné déclare que l'envoi mentionné d'autre part

THIS WAS DULY DELIVERED ON THE
a été dûment livré le
Date et lieu et office et destination
l'office du bureau destinataire



SIGNATURE OF THE ADDRESSEE (1)
Signature du destinataire

OF ADDRESSEE'S REPRESENTATIVE (2)
du représentant du destinataire

OF THE POSTMASTER OF THE OFFICE OF DESTINATION
de l'agent du bureau destinataire

- (1) This receipt must be signed by the addressee or if the regulations of the country of destination so provide, by the Postmaster of the Delivery office and returned by first mail to the address shown on the other side.
Cet avis doit être signé par le destinataire, ou si les règlements du pays de destination le comportent, par l'agent du bureau destinataire, et renvoyé par le premier courrier à l'expéditeur, dont l'adresse figure sur l'autre côté de cette carte.
- (2) When delivery is made to the authorized representative of the addressee, both addressee's name and representative's signature must appear on this receipt.
Lorsque la remise est faite au représentant autorisé du destinataire, le nom du destinataire et la signature de son représentant doivent paraître sur ce reçu.

J. Hayashi

April 15, 1944

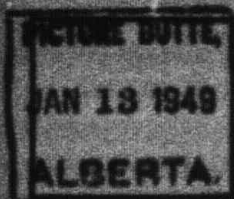
J. W. Harpke

THE UNDERSIGNED ACKNOWLEDGES THAT THE REGISTERED ARTICLE DESCRIBED ON THE
Le soussigné déclare que l'objet mentionné d'autre part

OTHER SIDE WAS DULY DELIVERED ON THE
à cet égard il est le

Jan 13 1949

Date stamp of office of destination
Timbre du bureau destinataire



SIGNATURE OF THE ADDRESSEE
Signature du destinataire

Y. T. Hayashi

OF ADDRESSEE'S REPRESENTATIVE
du représentant du destinataire

(2)

OF THE POSTMASTER OF THE OFFICE OF DESTINATION
de l'agent du bureau destinataire

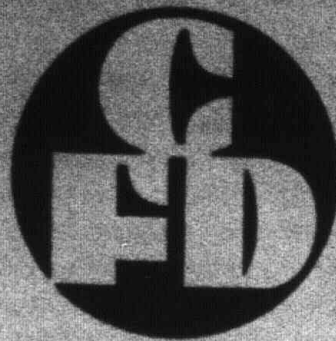
H. Laugel

(1) This advice should be signed by the addressee or if the regulations of the country of destination so provide, by the Postmaster of the Delivery office and returned by first mail to the address shown on the other side.

Cet avis doit être signé par le destinataire, ou si les règlements du pays de destination le comportent, par l'agent du bureau destinataire, et renvoyé par le premier courrier à l'expéditeur, dont l'adresse figure sur l'autre côté de cette carte

(2) When delivery is made to the authorized representative of the addressee, both addressee's name and representative's signature must appear on this receipt.

Lorsque la remise est faite au représentant autorisé du destinataire, le nom du destinataire et la signature de son représentant doivent paraître sur ce reçu.



TELEPHONE 10103
P. O. Box - 120

Central Fruit Distributors LIMITED

MISSION CITY
BRITISH COLUMBIA

6th January 1943.

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

Dear Sir,

Your File No 5433.

Replying to your request of the 30th ulto,
we now enclose Agreement of Sale between Tatsuo
Hayashi and Takaichi Ikebuchi and ourselves on
Block D of Lot 412, Group 1, Map 5221, N.W.D.

We shall be glad if you will let us have
same back by return.

Payments on this property, as at 1st September
1942, stand as follows:-

1941

Sept 1 Amount of Principal unpaid	\$200:00
Interest 1/9/41 - 31/8/42	14:00
Taxes for 1942 paid by us	14:15
	<u>\$228:15</u>

Yours truly,

Central Fruit Distributors Ltd.

Per.

Gertrude Moody

GHM/EM.

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

PHONE PACIFIC 6121

PLEASE REFER TO

FILE NO. 5433

EVACUATION SECTION	
Rec'd	APR 9 1943
File No.	
Ans.	
Deferred	
HASTINGS AND GRANVILLE VANCOUVER, B.C.	

March 31, 1943.

Mr. Frederick M. Copland,
Mission, B. C.

Dear Sir:

Re: Tatsuo HAYASHI.

It has been reported to us that the dwelling belonging to the above named located on Block 198, Part of Section 21, Township 17, and Part of Lot 4, Group 3, Map 955 in the Village of Mission was completely destroyed by fire on the afternoon of March 2nd.

We further understand that the tenant on the premises, William McDonald, had been burning grass in the yard, and, because he failed to completely extinguish same before leaving, it started again with the result that the house was destroyed.

As far as I know Hayashi did not carry fire insurance on this dwelling prior to leasing the property to you. Was there any arrangement made between yourself and the above named in connection with protecting the property with fire insurance during the term of your lease? If by any chance you did carry insurance, please advise me immediately.

Yours truly,

S. M. Gibson
S. M. Gibson,
Insurance Department.

SIG:MAD

no
I did not carry any insurance

F. M. Copland

EVACUATION SECTION	
Rec'd	DEC 1 1943
File No.	5433, 2875
Ans.	and 13222
Referred	Cramer

Mr. Arthur Green,
Kanan, Alta.
Nov 16/43.

Department of the Secretary of State,
Office of the Custodian,
Japanese Evacuation Section.

Dear Sir:

In answer to yours of the
14th instant I wish to inform you
that the following property
(Blks. 143, 144, Sect 8, Twp. 17, B. 1, R. 1,
T. 4, S. 3, Map 955, New West Dist.)
^(note) were originally owned by us, but
^(were) were ^(then) sold to another person
^(claim) other than the Mr. C. Hashino who
claims ownership of said property.
We still claim ownership of
the adjoining blocks purchased at
the same time as above mentioned
property.

Thanking you

Yours truly,
H. Hayashi

2875, 5433,
13222.

5433
January 27th, 1944.

Mr. M. L. Brown,
Office Manager,
B. C. Security Commission,
360 Homer Street,
Vancouver, B. C.

Dear Sir:

Blks. 143 and 144, Sec. 21, Tp. 17,
part of Lot 4, Qm. 3, Map 955, N.E.D.

We have tried to establish the proper ownership to the above property, and we are sorry that we have to apply to you for help.

The property is registered in the Land Registry Office at New Westminster, in the name of SAYEGORO TAKAMOTO, Police Registration No. 11807. The address of this party as given to us by the R.C.M.P. is P.O. Box 228, Kelowna. However, we have written him several times at this address and have received no reply.

TATSUO HAYASHI, Police Registration No. 13205, whose present address is c/o Mrs. Helen Green, Turin, Alberta, claims on his JP form to be the owner of the above property. However, on November 26th, he replied to a letter of ours, and a copy of his letter is attached, in which he says that this property was originally owned by him and was deeded over to another person. Will you please see if you can find out the name of that person.

Then, to further complicate matters, our old friend HIJI TASHIRO, Police Registration No. 13259, whose address is c/o Mr. Rowe McHullan, Diamond City, Alberta, states on his JP form that he owns this property. Your Mr. Russell got in touch with this man and very kindly reported in his letter of December 29th, on another piece of property and neglected to say anything about the above mentioned property.

We have asked these different people, by letter, to please establish their ownership, and so far we have been unable to obtain a satisfactory reply. Therefore the property is still registered in the name of SAYEGORO TAKAMOTO. Will you please have your Agents attend to this matter accordingly.

Yours truly,

(D.A. Cramer)
for Ian Macpherson
Title Examiner

DAC:JS
Atch.

C
O
P
Y

File Nos. 2875, 5433 & 13222.

Diamond City, Alta.,
Feb. 1, 1944.

Mr. D. A. Cramer,
The Custodian's Office,
Department of the Secretary of State of Canada,
Vancouver, B. C.

Dear Sir:

Re: Blks. 143 & 144, Sec. 21, Tp. 17,
part of Lot 4, Gp. 3, Map 2849,
Mission District.

In reply to your letter dated January 27, 1944,
concerning the property which stands in the name of
Saye TAKAMOTO.

My husband, Eiji TASHIRO, is at present away from
home and will not be back until early in April. But
I am looking after his correspondence.

The above mentioned property is not clearly and
definitely known to me. Therefore, as soon as my husband
returns, I shall have him look into this matter immediately.

Yours truly,

(SIGNED) "Mrs. E. Tashiro"

File No 5433, 13222,
2675

For 5433
Feb. 20, 1944
% Mr. H. Jones
Picture Butte.

Attn:

Dept of Sec of State
Office of Custodian
376 Royal Bank Bldg.
Vancouver B.C.

EVACUATION SECTION	
Rec'd	FEB 23 1944
File No.	5433, 13222-2675
Ans.	
Referred	Robertson

Dear Sir

Blks. 143 and 144, Sec 21, Sp 17,
part of Lot 7, Sp 3, Map 955, N.W.D.

In reply to your letter of Jan. 27 the above
property was sold to Mr. S. Takemoto

Yours Truly,
Mr. D. Hayashi

CRUX & McMASTER

Barristers and Solicitors

G. F. McMASTER
A. G. DUNCAN CRUX

Rec'd	MAR 23 1944
File No.	5433
A. S.	9
Est.	

TELEPHONE MANH 9377

308 RANDALL BUILDING

535 WEST GEORGIA ST.

VANCOUVER, B. C.

March 22, 1944

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

Attention Mr. Shears

Dear Sir:

Re: T. ^NHayashi, J. L. 173. (Mission Village)

We have been advised by the Director, The Veterans' Land Act that the house on the above property was destroyed by fire early in May, 1943.

The appraisal of the property is as follows:

House and addition		\$360.00
Garage		30.00
Shed		30.00
Rhubarb house		180.00
	Total	\$600.00
Value of land		192.50
	Total	\$792.50
Purchase price		\$779.00

This would mean that the purchase price would be reduced by \$353.00.

Kindly inform us if the proposed reduction is satisfactory.

Yours truly,

CRUX & McMASTER

PER *G. F. McMaster*

G. F. McMASTER

GFM/OH

5437 & 5433

May 15, 1944.

Central Fruit Distributors Limited,
Mission City, B. C.

Attention George H. Moody, Esq.

Dear Sirs:

- Supplementary -

Re: Takaichi IKEBUCHI and Tatsuo HAYASHI,
Blk. "D" of Lot 412, Op. 1, Map 5221,
Municipality of Mission.

According to advice received from you the balance owing under unregistered Agreement for Sale of the above property in favor of subject Japanese amounted to \$250.45, as of the 31st of March, 1944.

This property has been sold to the Director, Veterans' Land Act and conveyance is now required in order to complete the sale.

We are enclosing herewith conveyance for your signature and we would be obliged if you would sign the document and deliver same forthwith to our representative, Mr. J. Moryson, whose signature appears in the margin of this letter.

The Custodian hereby undertakes to forward you a cheque for the above mentioned sum together with interest as soon as the sale is completed. We expect that this transaction will be closed in the course of the next two weeks but if for any reason the sale is not completed, the conveyance will not be recorded and will be returned to you.

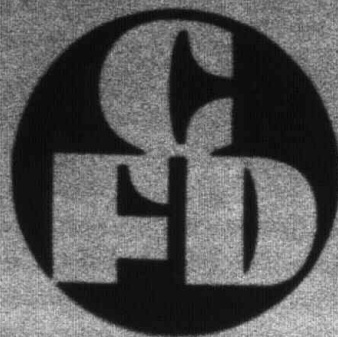
Your co-operation herein will be very much appreciated.

Moryson's signature:

Yours truly,

R. D. Richardson,
Farm Department.

Enc. (dup.)
RDR/EG



Central Fruit Distributors LIMITED

TELEPHONE 10103
P. O. Box - 120

MISSION CITY
BRITISH COLUMBIA

21st July 1944.

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

Attention. R.D. Richardson Esq.:

EVACUATION SECTION	
Rec'd	JUL 25 1944
File No.	5437 & 5433
Ans.	
Referred	Richardson

Dear Sirs,

File No 5437 & 5433 .

We beg to remind you that we are still awaiting settlement of the amount due to us in connection with the sale of Blk "D", Lot 4212, Group 1, Map 5221, Municipality of Mission.

As we completed the conveyance of this property on May 15th last, we feel that this matter must have been overlooked, and we shall be greatly obliged if you will check up and advise us.

T.Sawada. Ruskin. 3419

We also have a claim of \$36:05 against the above Japanese, which is duly registered with you.

We were advised by you that when the disposal of this man's property was effected, there would be sufficient funds to liquidate his indebtedness, and we shall esteem it a favour if you will inform us how this matter now stands.

Yours truly,

Central Fruit Distributors Ltd.

Chas H. Moody
Secretary.

Kelowna, B. C.
January 10th, 1945.

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

Attention: Mr. Ian Macpherson

Dear Sir:

Re: Blocks 143 and 144 of Section 21,
Township 17, and part of Lot 4,
Group 3, Map 955, Village of Mission,
in the District of New Westminster.

Received yours of the 5th inst. regarding ownership
of the above described land.

I, SAYEGORO TAKAMOTO solemnly declare the above
described land has not been sold to Mr. Eiji TASHIRO by me,
nor have I ever made any agreement or promises to any person
to allow for sale of my land, in Mission, B. C. I however,
requested Mr. Eiji Tashiro to look after my property on the
agreement that he pay all necessary taxes for the use of
the land. Therefore, I would like to inform you that I am
the title holder of the above described land.

Due to my poor health and old age (76 years old) I
am unable to do any kind of work, therefore, I applied for an
Old Age Pension which was not granted on the ground that I am
not a British Subject. So would you kindly arrange a monthly
allowance or some other way to provide a necessary sum of
money for my living from the proceeds of the sale of my
above described land.

Yours truly,

"Suegoro Takamoto"

Sayegoro TAKAMOTO
Registration No. 11807,
c/o T. Sonoda
R. R. No. 3
Kelowna, B. C.

For original letter see File 13222

February 16th, 1945.

Mr. Tatsuo HAYASHI,
Registration No. 13205,
c/o Mrs. Helen Green,
Turin, Alberta.

Dear Sir:

We note in the records of the Land Registry Office at New Westminster, that you are the registered owner of:

"Lot 5, the West half of Lot 10 and the West half of Lot 11, Block 42 of Lot 69, Group 1, Map 1321,"
covered by Title Number 63443-E.

We should be pleased if you will inform us if you still own these lands or if you have sold them. If sold, will you kindly send us your copy of the Agreement for Sale in order that we may have a record of the sale on our files. The original would be returned to you as soon as we have made a copy. Also, if sold, will you please send us a statement showing the balance of the Purchase Price owing to you and the interest owing at this date, giving the date from which interest is due.

We also have in our possession, Certificate of Title No. 939-E, dated 17th December, 1912, covering:

"Lot 5 in Block 42 of Lot 69, Group 1, Map 1321,"
on which Certificate the owner's name is given as Tatsuo HAYASHI. Please advise us if the Lot 5 referred to in this Certificate is the same Lot 5 covered by Title No. 63443-E.

Yours truly,

Ian Macpherson
Title Examiner

IM:MM
Enc.

February 16th, 1945.

REGISTERED MAIL

Mr. Tatsuo HAYASHI,
Registration No. 13205,
c/o Mrs. Helen Green,
Turin, Alberta.

Dear Sir:

RE: Enclosed Affidavit

The name appearing as Registered Owner on Titles Number 63443-E and 939-E in the Registry Office of the New Westminster Land Registration District, is given as Tatsuo HAYASHI, and we note that your name is given in your "Declaration of Property," signed by you, as Tatsuo HAYASHI. It is advisable that this discrepancy in the spelling of the name, if the properties described in these Titles are yours, should be cleared up in order that if a sale of the properties should be made at any time, the Registrar would be able to register a Conveyance. We are therefore enclosing a Form of Affidavit, and request that you appear before a Notary Public and make declaration that the two names apply to you, if this is the situation. You should then return two copies, Signed and Sealed by the Notary, by Registered Mail.

Yours truly,

Ian Macpherson
Title Examiner

IM:MM
Encls.

5433

November 27th, 1947

District Superintendant,
Veteran's Land Act,
Haro & Butte Streets,
Vancouver, B. C.

Dear Sir:

Re: J.L. 173, B.C. 313 P, Blk 198 of pt. Sec. 21
Tp. 17 and pt of Lot 4, Gp 3, Map 955, NWD
Village of Mission
Tatsuo HAYASHI

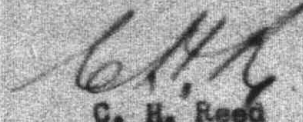
The above property was included in the sale to the Director of Veterans' Land Act of Japanese lands vested in the Custodian of Enemy Property. The date of sale was at the 1st January, 1943 and all adjustments for rent, crop returns, taxes and insurance were made to this date.

The above parcel was appraised at \$779.00, but owing to a fire which destroyed the house on March 2nd, 1943 the appraisal was reduced to \$426.00, which amount was paid to the Custodian.

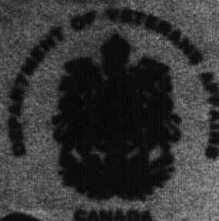
This property was owned by the Director of Veterans' Land Act at the time the fire occurred, and therefore no loss should be borne by the Japanese and the full amount of \$779.00 should have been paid to this office for his account.

Please give this matter your consideration and if you agree please forward your cheque to the Custodian for \$353.00 to complete the sale.

Yours very truly,


C. H. Reed
Office of the Custodian

CHR:EK



TATLOW 1411

SOLDIER SETTLEMENT AND VETERANS' LAND ACT

Vancouver, B. C.
14 Nov. 47.

YOUR FILE NO.

PLEASE QUOTE BC/313P.

Rm. 52,
640 W. Hastings St.

Custodian of Enemy Property,
Royal Bank Building,
Vancouver, B. C.

Attention of Mr. Reid

Re J.L. 173 BC/313P

Re Blk. 198 of pt. of Sec. 21 Twp. 17, and
pt. Lot 4, GP3, Map 955, N.W.D.

1. With reference to your enquiry in connection with the original approval for the purchase of this land at \$779.00 and amended approval for \$426.00, I now enclose herewith copy of a letter sent to the Director of Soldier Settlement and Veterans' Land Act covering the reason for the amended sale price, which, I trust, is the information you require.

JWH:PMW
Encl.

A handwritten signature in cursive script, reading "J. W. Horton".

(J. W. Horton)
District Treasury Officer.

COPY

Gen. 16
BC/313P

June 21st, 1944.

The Director of Soldier Settlement
and Veterans' Land Act,
Ottawa, Canada.

Re: Blk. 198 of pt. of Sec. 21, Tp. 17 &
of pt. of Lot 4, Gp. 3, Map 955, N.W.D.

I enclose herewith amended V.L.A. 22, covering purchase of the above described former Japanese holding and would say that the sale price has been reduced to \$426.00 in view of the fact that the house on the property was destroyed by fire in May, 1943, the Custodian having recovered the sum of \$353.00 by insurance claim.



District Superintendent.

Encl.



SOLDIER SETTLEMENT AND VETERANS' LAND ACT

YOUR FILE NO. 5435
PLEASE QUOTE BC/313-P

Box 1059,
Vancouver, B. C.,
December 3, 1947.

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


EVACUATION SECTION	
Rec'd	DEC 4 1947
File No.	5435
Ans.	
Referred	Reed

Dear Sir:

Re: J.L. 175, BC/313-P, Blk. 198 of pt. Sec. 21,
Tp. 17 and pt. of Lot 4, Gp. 3, Map 955, N.W.D.
Village of Mission - Tatsuo HAYASHI

I have received your letter of November 27th, 1947 in which you request that this Department forward cheque to the Custodian in the amount of \$353.00 to cover a fire loss on a building located on this property.

Our records indicate that on receiving information that a fire had occurred on this property, a letter was written to Messrs. Crux and McMaster, Solicitors, asking that in view of the circumstances a reduced purchase price be agreed to. We did not receive a direct reply to this letter, although we assumed that the reduction was agreed to since title to the property was delivered on payment of the reduced purchase price. It is true that the master agreement covering the Japanese lands was dated 1st January, 1945, but since Title was not delivered until June, 1944, and under the circumstances outlined above, it is considered that this Department is not liable for further payment.


District Superintendent

506 Royal Bank Bldg.,
Vancouver, B.C.,
January 11, 1950.

R. W. Wright, Esq.,
Chief Counsel,
Office of the Custodian,
Victoria Building,
7 O'Connor St.,
Ottawa, Ont.

Dear Mr. Wright:

Re: Fatma Hayashi

In reply to your letter of the 23rd ultimo, we have searched our files as well as the R.C.M.P. records and can find no trace of anyone by the name of Fatma HAYASHI.

We have however, files for Tatsuo Hayashi and his son, Takeo Hayashi, who resided in Mission at the time of registration. Their address at that time was Horne Avenue, Mission. The latest address we have for Tatsuo, which was at the latter part of 1948 - was c/o H.A. Jones, P.O. Box 6, Picture Butte, Alta.

The R.C.M.P. advise that Takeo applied for a move to Hope, B.C. prior to the restrictions being lifted on Japanese on March 11st last. They could not say however, if this permission had been granted, nor could they say if this request also applied to Tatsuo.

It is possible one of these may be the party required.

Yours very truly,

F. G. Shears,
Director.

FOS/ON

5433

22nd July, 1942.

Mr. F. M. Copland,
Mission, B.C.

Dear Sir:

re: Tatsuo HAYASHI.

We understand you have leased the house belonging to the above Japanese and would appreciate receiving a copy of this Agreement. If a spare copy is not available, kindly mail yours to this office to enable us to have one typed for our records.

Please state if any chattels owned by Mr. Hayashi were left in your care for your use, and if so kindly make a list of them and state your responsibility for their safe-keeping.

For your information, please be advised that any monies due to the Japanese are to be paid to this office for disbursement from here.

Thanking you in anticipation of an early reply, we are,

Yours truly,

Manager,
Farm Department.

WEA:GF

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

A. GLADSTONE VIRTUE, M.C.K.C.
WILLIAM STAFFORD RUSSELL, B.A., LL.B.
FREDERICK JOHN MORGAN, B.A., LL.B.

11th June, 1949

PLEASE REFER TO FILE NO 3212 - 28

D. T. BRAIDWOOD, ESQ.,
c/o Messrs. Sutton, Braidwood & Morris,
Barristers and Solicitors,
506 Royal Bank Building,
VANCOUVER, B.C.

Dear Mr. Braidwood: RE: SETTLEMENT AWARDS
Tatsuo Hayashi, Case No. 661
Custodian File No. 5433

We regret that we cannot approve of Settlement
Award form in this connection, for the following reasons:

(a) REAL ESTATE

Parcel 1: Village of Mission, price \$426.00;
increase 125% - \$532.50 - satisfactory.

Parcel 2: This land was sold for \$467.00. ✓
According to your own summary
"Claim on Real & Personal Property"
the effective date of purchase by
the V.L.A. was January 1st, 1943.
Subsequently a fire occurred and the
buildings were destroyed. For some
reason which we cannot fathom \$353.00
was deducted from the claim as represent-
ing the value of the destroyed buildings.
This, of course, could not be justified.
The claimant is entitled to the said sum
of \$353.00 and he is also entitled to
80% on total selling price of \$467.00.

(b) MISCELLANEOUS CHATTELS

The claim was \$120.00 consisting of
stove \$20.00 and books \$100.00. The
claimant's evidence shows that he left
these articles, and we think he is en-
titled to 30% of value of \$36.00.

50
825 testimony
not evidence

Yours truly,
VIRTUE, RUSSELL & MORGAN,
Per *[Signature]*

V/L - encl.

CLAIM ON REAL AND PERSONAL PROPERTY

EXHIBIT NO. 661-4
 DATE Sept. 13/48
 FILED BY G. E. A. Rice.

File 5633.

Claimant: Tatsuo HAYASHI.

Amount	On	Dep. Valuation	Ass. Value	VIA Appr.	Realised
--------	----	----------------	------------	-----------	----------

(1) \$2,850.00 { (A) = Farmland (4 acres),
Mission, B. C.
(B) = Half-Interest in
Farmland (9 1/2 ac.), Mission }

\$2,850.00

\$400.00

\$192.50

(A) \$426.00
(B) \$467.00

(1-A) This land (4 acres) is described by VIA appraiser as "not a farming unit in itself" and as carrying a value only as added acreage to other land.

(1-B) This land (9 1/2 acres) was in course of purchase from the Central Fruit Distributors Ltd., under an Agr/Sale for \$986.90. Master File 5437 is away and consequently not available for reference.

(2) \$1,300.00 Buildings on (A) above
 \$4,150.00 Amount of Real Property Claim

\$1,300.00

\$350.00

\$600.00

(2) These buildings (not covered by insurance) were totally destroyed by fire on March 2nd, 1943. The effective date of purchase of the whole property by The Director, Soldier Settlement & Veterans' Land Act was January 1st, 1943, but in making payment \$353.00 was deducted as representing the value of the destroyed buildings. There is no evidence on file of what action, if any, was taken to follow up this matter.

(3) \$ 120.00 Store & Books
 \$ 120.00 Amount of Personal Property Claim
 \$4,270.00 Total amount of Claim

(3) Claimant's file carries no record of these items (\$20.00 and \$100.00).

Vancouver, B. C., June 14/48.

RM/P.

I hereby certify that the foregoing words are a true copy of the original thereof they purport to be a
 Date Sept. 1948.

Paul H.

Mr. Braidwood

CASE NO: 661 *File 5438.*

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA, 1927. CHAPTER 99.

THE JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

(THE HONOURABLE MR. JUSTICE H. I. BIRD, COMMISSIONER.)

10

Vancouver, B.C.,
October 4, 1949.

IN THE MATTER OF THE CLAIM OF
TATSUO HAYASHI

PROCEEDINGS AT HEARING

20 APPEARANCES:

D. T. B. BRAIDWOOD, Esq., and J. G. CAMPBELL, Esq.,	appearing for the Dominion Government.
R. B. McMASTER, Esq.,	appearing for the Claimant.
<hr/>	
A. WATSON, Esq.,	Secretary.
D. F. CHRISTIAN, Esq.,	Official Reporter.
<hr/>	

MR. BRAIDWOOD: I thought your lordship had disposed of
this one, too, by making an award for a fire loss.

2

D. W. Strachan,
In Chief.

THE COMMISSIONER: I made a recommendation in this case, but now we have got Mr. Strachan here, perhaps he can convince me I was wrong in the first instance. I would like to hear what he has to say.

DAVID WILLIAM STRACHAN, already sworn:

DIRECT EXAMINATION BY MR. BRAIDWOOD:

Q This is Section 21, the northwest quarter, Block 198.

10 A Oh, that is between Cedar Valley and Stave. That is, Mill on the north and Stave Lake on the east are numbered that way. All these blocks have specific numbers right on continuous from the city blocks.

Q This is on the extension of Horn Avenue, one quarter of a mile from Mission, we are told.

A That is probably the actual city proper. It is still the northwest quarter of 21.

Q Yes. A: And it would be one of these lots in here, probably. (Indicating).

Q Is that in the village?

20 A From an assessment point of view, it is.

Q Is that an agricultural proposition?

A I would say that everything from 7th Street to Mill Street and from Cedar Valley Road to the eastern boundary, along the Stave, is agricultural pure and simple.

Q Then, that is an agricultural acreage proposition, according to your evidence?

A Yes.

Q And not a residential property?

30 A No; that is, at the present time.

5
D.W. Strachan,
In Chief.

MR. McMASTER: My understanding of the manner in which this case has been dealt with is your lordship has indicated you would be prepared to make a recommendation with respect to a fire loss which occurred in the sum of an additional \$553.00, and that as to dealing with the claim otherwise, the ordinary ratio will apply.

THE COMMISSIONER: That is my ruling.

MR. McMASTER: In those circumstances, I don't think it
10 is necessary for me to cross-examine this witness.

I hereby certify the foregoing to
be a true and accurate report of
the said proceedings.

[Signature]
Deputy Official Stenographer

20

30

IN THE MATTER OF THE "INQUIRIES ACT"
PART 1. REVISED STATUTES OF CANADA 1927. CHAPTER 99.

JAPANESE PROPERTY CLAIMS COMMISSION

BEFORE
(HIS HONOUR JUDGE R.M. EDMANSON, SUB-COMMISSIONER).

10

Lethbridge, Alberta,
September 13th, 1948.

IN THE MATTER OF THE CLAIM OF
TATSUO HAYASHI.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

G.E.A. RICE, Esq., K.C.,

appearing for the
Dominion Government.

A.G. VIRTUE, Esq., K.C.,

appearing for the
Claimant.

MRS LILLIE THOMAS,

Secretary.

D.J. HENDFORD, Esq.,

Official Interpreter.

S.H. HOWARD, Esq.,

Official Reporter.

30

2
T. Hayashi,
In Chief.

THE SECRETARY: Case No. 661, Tatsuo Hayashi.

TATSUO HAYASHI, the claimant herein,
being first duly sworn, testified
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. VIRTUE:

Q I show you a form of summary of evidence (indicating). You might look at it and tell me if it was prepared by you in my office with the assistance of your Interpreter?

10 A Yes.

Q And is that your signature (indicating)?

A Yes.

Q Was the information in this form carefully prepared by you?

A Yes.

Q Is it true? A: Yes.

Q Are the values you have placed on your land and improvements, and on your personal property, fair values? A: Yes.

20 Q You had one piece of land of four acres near Mission? A: Yes.

Q You paid \$600.00 for it?

A Yes.

Q And you put on clearing and planting and drainage worth \$1700.00? A: Yes.

Q And you put on buildings that cost \$1940.00?

A Yes.

Q But you only value it altogether at \$2600.00?

A Yes.

30 Q And the Custodian sold it for \$426.00?

\$467.-

T. Hayashi,
In Chief.

A Yes.

Q Now you claim for a stove \$20.00 and books \$100.00,
\$120.00?

A Yes.

Q I don't think you mentioned that in the J.P. form
that you signed when you were evacuated?

A No.

Q How was that?

A The Custodian

informed me that if I locked the place up, packed
everything up, and locked the place up, he would
take care of that and it would be all right.

10

MR. VIRTUE: I will offer that as the first exhibit.

(SUMMARY MARKED EXHIBIT NO. 1).

MR. VIRTUE: I wonder if my learned friend will let me
see the agreement for sale on the Custodian's
file dated the 1st of March, 1948.

MR. RICH: You mean '38, don't you?

MR. VIRTUE: An agreement for sale dated 1st of March,
1948.

MR. RICH: No, not '48, 1938.

20 MR. VIRTUE: '38, yes, pardon me.

Q You bought one piece of property on the 1st of
March, 1938, for \$986.90?

A Yes.

Q That was Block "B", the small property?

A Yes.

MR. VIRTUE: I will put that in as an exhibit.

(AGREEMENT MARKED EXHIBIT NO. 2).

MR. VIRTUE: Q The first property that we mention on
which you put your buildings and improvements, I
believe was only a quarter of a mile from Mission,

30

T. Hayashi,
In Chief.

is that right, the four acre property?

A Yes, it was within the city limits.

Q It was within the city limits of Mission?

A Yes.

Q I see, all right, thank you.

10 MR. RICE: I am submitting, your Honour, that the real estate was sold at its fair market value. I am submitting that the chattels claimed for by the claimant were never disclosed and never came into the Custodian's possession at any time, and the Custodian is, therefore, not responsible for the same. If he is responsible, the claims made to those items are excessive.

I wish to submit as an exhibit, your Honour, a farm appraisal report, I believe I have only one appraisal report and that is with respect to Block 198. I do not appear to have the other one.

Case 467
MR. VIRTUE: That is the property that the buildings are on.

20 (FARM APPRAISAL REPORT MARKED EXHIBIT NO. 3).

MR. RICE: I also wish to submit a claim on real and personal property showing the valuations placed on the property by the claimant, the assessed value of the land, and the sale price.

(STATEMENT MARKED EXHIBIT NO. 4).

MR. RICE: I also tender as an exhibit an analysis of personal property claim, your Honour.

MR. VIRTUE: The analysis?

MR. RICE: Yes.

30 (ANALYSIS MARKED EXHIBIT NO. 5).

CROSS-EXAMINATION BY MR. RICE:

Q I show you a J.P. form (indicating) and ask you if that is your signature?

A Yes.

Q That is your signature to a J.P. form that you made out, dated April 21st, 1942?

A Yes.

MR. RICE: I tender that, your Honour.

(J.P. FORM MARKED EXHIBIT NO. 6).

10 MR. RICE: Q And I show you four photographs (indicating). Do you recognize the picture in the lower right hand corner?

A What year was it taken?

Q I don't know. I am asking you if you recognize it. You tell me.

A I don't know. I know what the fruit trees are here, but I don't know what this is (indicating).

MR. VIRTUE: What is that answer?

BY THE REPORTER: "I don't know. I know what the fruit trees are here, but I don't know what this is".

THE INTERPRETER: He is referring to the photograph in the right hand corner.

MR. RICE: Q You have never seen that before?

A No, it looks similar, but if it is a picture of my house it should have another portion around to the right of where this building is here. There should be another house to the right of this building about twelve feet away from here.

Q About how many feet?

30 A Twelve feet.

Q Well that building, the photo of it, do you recognize it?

A No, I do not recognize it. This roof here is not like the roof of my house either.

Q But that building, you don't recognize it at all, even though it were damaged?

A In the first place I would like to know what year this photograph was taken.

10 Q I don't believe I can tell you that, but you say you don't recognize the photograph at all and I don't think the year will help us very much.

MR. VIRTUE: He has told you three times now that he doesn't recognize it.

MR. REE: Yes.

THE SUB-COMMISSIONER: All that he was referring to was the picture in the lower right hand corner?

MR. REE: Yes. He said the fruit trees, he recognized them. Perhaps I had better have it marked as an exhibit, and he says that the picture in the right hand corner that he does not recognize it.

20 MR. VIRTUE: Why mark it if he doesn't recognize it?

MR. REE: The fruit trees and the rest of the photographs, he recognizes.

(4 PHOTOGRAPHS MARKED EXHIBIT NO. 7).

MR. REE: Q Did you carry insurance on your property?

A I did previously, but not at the time that I was evacuated.

Q Your counsel has produced an insurance policy that expired in August, 1937. Did you put on insurance after that?

30 A: No, not after

that.

Q Not after August, '37?

A No.

MR. VIRTUE: I think you should put that in, or I will afterwards.

MR. RICE: Q: The books that you are claiming for, what kind of books were they?

10 A I don't understand English so that I am not sure exactly what kind of books they were. They were mostly English language books bought for the convenience of my children.

Q How do you know they are worth \$100.00 then?

A They are English language books and they cost about \$60.00 and there were a large number of Japanese books besides, so that putting them together I valued them at \$100.00.

Q How old were they?

A I purchased them about 1935 or '36.

20 Q Have you any record at all that you paid \$60.00 for the books purchased at that time?

A No.

Q All right.

THE SUB-COMMISSIONER: Referring to Exhibit 2, I notice that the land is in the name of the claimant and some other Japanese, and the value is put in here at the full amount. Should he be claiming for half of that amount, or what is the situation?

MR. VIRTUE: I suggest, sir, that that is one of those things that probably will have to be met.

30 THE SUB-COMMISSIONER: Pardon?

MR. VIRTUE: I suggest one of these things will have to be cleared up afterwards, the questions of joint ownership, and so on.

THE SUB-COMMISSIONER: Well, of course, is the other party filing a claim or not?

MR. VIRTUE: Not that I knew of.

THE SUB-COMMISSIONER: All he can file is in respect of one-half interest, isn't that right?

MR. RICH: He has sworn that he owned the whole thing.

10 MR. VIRTUE: Q: You and Ikebuchi bought this one piece of land together?

A: Yes.

Q: And has Ikebuchi got any ownership in that land now, or do you own it yourself?

A: Yes, we both have an interest.

Q: You both have the same interest now?

A: Yes.

Q: All right.

20 THE SUB-COMMISSIONER: So that it would be a one-half interest in this property?

MR. VIRTUE: Each one has an half interest.

THE SUB-COMMISSIONER: Yes. All right.

MR. VIRTUE: Now my learned friend has asked about a fire insurance policy so that I am going to put in as an exhibit this policy that expired on August 15th, 1937, for what it is worth.

(POLICY MARKED EXHIBIT NO. 6).

MR. VIRTUE: And for the record I wish to call attention to what, on the face of it, is a most remarkable statement contained in Exhibit 4, the analysis of

9
T. Hayashi,
Discussion.

claim on real and personal property filed by the Crown. Under the heading (2) "These buildings (not covered by insurance) were totally destroyed by fire on March 2nd, 1943.

The effective date of purchase of the whole property by the Director, Soldier Settlement & Veterans' Land Act was January 1st, 1943". That is to say the fire occurred two months after the effective date of purchase,

10 "but in making payment \$353.00 was deducted as representing the value of the destroyed buildings. There is no evidence on file of what action, if any, was taken to follow up this matter."

In other words, after the man's property was sold, two months after the buildings burned down and then they deduct, apparently, as far as the record shows, \$353.00 from him which is a most remarkable circumstance if there is no explanation.

20 MR. RICE: It is only fair that you should have that information.

MR. VIRTUE: What is that?

MR. RICE: I say it is only fair that you should have that information.

THE SUB-COMMISSIONER: That is all, Mr. Virtue?

MR. VIRTUE: Yes, that is all. I think my learned friend when he was showing this man the photographs, he might have called attention to the fire.

MR. RICE: He knew that the place was burned, did he not?

30 (Witness aside)
(PROCEEDINGS ADJOURNED SINE DIE)
Certified correct: "S.R. Howard, Official Reporter".

I hereby certify that the foregoing transcript purports to be an accurate record of the evidence adduced before me.

SUB-COMMISSIONER.

Defence Brief

(Mrs.) Tatsuo HAYASHI

File No. 5433

Case No. 661

LETHBRIDGE

13 September 1948

V.L.A.

Sheet A. 6 - 14

REAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 1 Parcel 1

Block 198 Part of Sec. 21 Twp. 17
Part of Lot 4, Gp. 3, Map 955, Village of Mission.

<u>Claim</u>	<u>Appraised at</u>	<u>Sale Price</u>
\$2600.	\$792.50	\$426.

Witness: Appraiser, B.C. Wormworth.

Claimant had rented this property to a Mr. F.M. Copland but he had not insured the building and the tenant stated that he did not carry any insurance.

This property was sold 1/1/1943 for \$779.00 and the dwelling on the property was totally destroyed by fire 2/3/1943 and the purchase price of the property was reduced by \$350. to \$426., this sum of \$350. representing the value of the building destroyed.

It appears that this building was the property of the V.L.A. at the date of its destruction.

Appraiser (Wormworth) reports - House old and repairs required. This is not a farming unit in itself.

V.L.A.
Sheet A. 3-1

Claim 2 Parcel 2

Block D of Lot 412 Gp. 1 Map 5221
Municipality of Mission

<u>Claim</u>	<u>Appraised at</u>	<u>Sale Price</u>
\$1550.	\$447.40	\$467.

Witness: Appraiser, R.L. Ramsay.

Claimant stated that he and another Japanese named T. IKEBUCHI owned this property between them and they are both claiming a half interest. (See also Case 467.)

Claims at 2225-

The net amount released to the Joint Account was \$189.40 of which amount the sum of \$94.70 was remitted to the Official Administrator for the credit of the Estate of T. IKEBUCHI who is now deceased.

Appraiser (Ramsay) reports - It is necessarily a one line farm and a great gamble as a full time operation. A threat of erosion by Fraser River, although perhaps not serious, it must be considered.

It is submitted that the real estate was sold for its fair market value.

PERSONAL PROPERTY CLAIM

(All claims shown are Gross)

Claim 3 Household Goods

Claim

\$120.

No record at any time.

These chattels were not declared by claimant on her J.P. Form and were never found.

Claimant stated that she packed everything up and left them in her house which she locked.

Mr. W. E. Anderson reported that the property was not tenanted and was very isolated, the property had been completely ransacked.

It is submitted that the chattels claimed for by the claimant were never disclosed and never came into the Custodian's possession at any time and the Custodian is, therefore, not responsible for the same. If he is responsible, the claims made for these items are excessive.

Summary of Defence Witnesses

B. C. Wormworth

R. L. Ramsay

W. E. Anderson

Where required

1 Appraiser

2 Appraiser

3 Staff

BMP/nw

Name of Claimant **NAYASHI, Tatsuo**Case **641**Custodian File **5433**

<u>REAL PROPERTY</u>										Total	
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village				
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Amount Total	Sale Price	Total Award 125% of all Sale Prices: % of Amount Total			
					233.90			426.00		141.95	
										1326.75	
<u>PERSONAL PROPERTY</u>											
Motor Vehicles			Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column				
<u>NETS</u>											
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing		Percentage Total Award to Total Claim		Claim for Nets Sold Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim		Deduct Custodian Sale Price	
<u>MISCELLANEOUS CHATTELS</u>											
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price				
			44%	80.00		36.80					
										36.80	
TOTAL RECOMMENDATION										1905.90	