

5451

RECEIVED 219 DE 1971

BUREAU HASTINGS PARK
OFFICE OF THE CUSTODIAN
JAPANESE SECTION

FILE NO.

5451

2 copies made

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: YAKASHIRO, Takeguma

HOME ADDRESS: Ruskin P.O., B.C.

REGISTRATION NUMBER 13383

SEX: Male

AGE: 53

OCCUPATION: Farmer

(If any business or businesses carried on, state where, under what name and whether carried on by yourself or in partnership with anyone; if partnership, give partner's name.)

EMPLOYER: Self

MARRIED? Yes

NAME OF WIFE OR HUSBAND: Hana

File 8810

Claims end

chattels indicated are dead

both on 5-4-51 - the husband's

file

ADDRESS OF WIFE OR HUSBAND: same as above

NAMES OF ANY LIVING CHILDREN: Mitsue (F)-13.

Akira (M)-11.

Hiroko (F)-9.

Tamoto (M)-9.

Hiromi (F)-5.

Tekue (F)-2

ADDRESS OF CHILDREN: same as above

AGE OF CHILDREN: 13 - 11 - 9 - 9 - 5 - 2 yrs.

EXHIBIT NO. 779-7

DATE October 12/58

FILED BY Gracie

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

1. LOCATION AND DESCRIPTION: 15 Acres on 32 Ave., near Ruskin, B.C.

2. BUILDINGS AND OTHER IMPROVEMENTS: Four room house, Frame bldg. 24' by 26'. Barn, four chicken houses, 2 shacks.

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

None

4. TAXES (Amount and where payable) \$42.00 payable to Municipality of Honey

paid to end of 1940.

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

None

6. OCCUPANCY AND LEASES (If vacant so state)

Self

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: Bank of Commerce, Mission, B.C.
8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: None
9. IF FARM LAND STATE CROPS SOWN Berries and Rhubarb

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION: Dwelling House, 32nd Ave., Ruskin, B.C.
2. LANDLORD'S NAME AND ADDRESS: Self
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: Berries, Rhubarb

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Furniture, Household Effects, Orchard Equipment, Tools etc.,
Left in house, 32 Ave., Ruskin, B.C., for use by possible
tenant.

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: Sun Life Assurance Co. \$1000.00 number unknown
Beneficiary wife Hana---Monarch Life Insurance Co. \$1000.00
number unknown. Beneficiary wife Hana. Both policies in own
possession.

10. INTEREST IN ANY ESTATES OR TRUSTS: _____

None

11. SAFETY DEPOSIT BOX: _____

None

LIABILITIES:

1. PERSONAL DEBTS: Nishiguch, New Westminster, B.C. \$27.00Union Market, Vancouver, B.C. \$80.00

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 22nd day of April 1942.

(Signature)

Ramona

Witness

FOR DEPARTMENTAL USE _____

settled
settled
5/7/43 E.C.

INFORMATION FROM R.C.M.P.

Date Aug 6/42

5451

YAKASHIRO

Takekuma

(Surname in Block Letters)

ation No. 13383

Male ☒ - Female
(check)

Age Dec 17, 1888

former Address

Ruskin P.O. B.C.

Date Evacuated

27/7/42

Naturalized - Canadian-Born - National
(check)

Present Address

Sundon B.C.

IRON SPRINGS ALTA 24/4/46

Single ☒
(check)

Name of Wife

(IKEDA) Kana #13382

Name of Husband

Name of Mother

(TANIGUCHI) Agoi
(Japan)

Name of Father

Zenjiro (Japan)

Names of Children under 16

(See Over)

Requested by

Violet Scott

Registered with Custodian

(Yes or No)

Additional Information

Farmer (Berries & Poultry)

Owner of 14 acres, 1 house

Farm Appraisal Report

File No. JL-364

Land Description Lot 2 of Pol. "E" of NE 1/4, Sec. 5, Tp. 15, Map 5024.Containing 14.26 AcresOwner's Name T. YAKASHIROPost Office Address Whonnook, B.C.Nearest Rail Point Whonnook, B.C.Distance 2 milesMarket Town New Westminster, B.C.Distance 27 "Church (give denomination) Whonnook - Anglican & UnitedDistance 2 "Nearest School WhonnookDistance 2 "State how property was identified: Map location and corner posts.

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

Has direct access to 32nd Avenue - good gravel road.Is this district a good one? Only fair - limited development.COMMIT NO. 279-2DATE Oct 12/58FILED BY J.P. R. R.Employment opportunity Very limited.Predominating Nationality and religion: Japanese owners predominate.Describe Fencing and its condition: Fenced on North side only.

Value \$

Water supply: Good supply from well.

Electricity - power available; lights installed.

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	27x30	Frame	1 st.	Shgl.	20	Wood	Fair	400.00
Hen house	20x60	"	1 "	Shke.	20	"	Poor	150.00
"	20x92	"	1 "	"	20	"	"	220.00
BARN	20x45	Fr. & Post	1 "	"	1	"	"	75.00
Hen house	18x36	Frame	1 "	"	1	"	Fair	162.00
Hen "	18x70	"	1 "	"	20	"	"	300.00
Bunk Hse.	15x24	"	1 "	"	20	"	Poor	15.00
CRANARY	x	"	1 "	"	20	"	"	15.00
Bunk Hse.	15x30	"	1 "	"	20	"	"	15.00
"	x	"	1 "	"	20	"	"	15.00
"	x	"	1 "	"	20	"	"	15.00
"	x	"	1 "	"	20	"	"	15.00

Total present day value \$ 1337.00\$ 900.00

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? \$Describe the basement and chimneys: No basement; brick chimney in bracket.No. rooms downstairs? 4 Upstairs? - How finished Wood.Are buildings painted? None. Condition of paint -Distance from nearest bush Approximately 300 yards.

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

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB- SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
9.07	Undulating	Loam - 15" to 23"	Hard-pan	Mixed small fruit and truck.	60.00	542.20
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
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. SHALY, SWAMPY, ROCKY.			NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE	
4.39	Steep hillside and creeks			Scrub only	5.00	21.95

Total value of Land \$ 614.15

Total added by buildings to value of farm \$ 900.00

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

Total value of farm \$ 1514.15

Describe condition of farm commencing on tillage, length of time unoccupied or partly occupied:
Farm occupied by tenant. Land in good condition, but growth generally indicates fertility to be only fair.

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

Notable weeds:

No serious weed condition.

Give approximate detail and
amount of all annual taxes and
names of Taxing Authorities:

Maple Ridge Municipality -

Assessed - Improvements - \$1100.00
Land - \$ 900.00

Taxes - (1942 - \$41.29
(1941 - \$41.49
(1940 - \$ 1.55

Date: June 24th, 1942.
Place: New Westminster, B.C.

I certify that the above report is based on a personal examination
of the whole farm made on the 22 day of June 1942

Inspector's Signature

"D. DODDING"

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

Farm Appraisal Report

Remarks:

This is a fair holding and fully developed. It is intensively cropped, and judging from the nature of the soil and the growth generally, would indicate that the soil fertility is about mined out.

With the exception of two new poultry houses the buildings are old and rather dilapidated.

(FOR ORCHARD LANDS ONLY)

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

W11

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

W11

ORCHARDS, SMALL FRUITS, ETC.

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

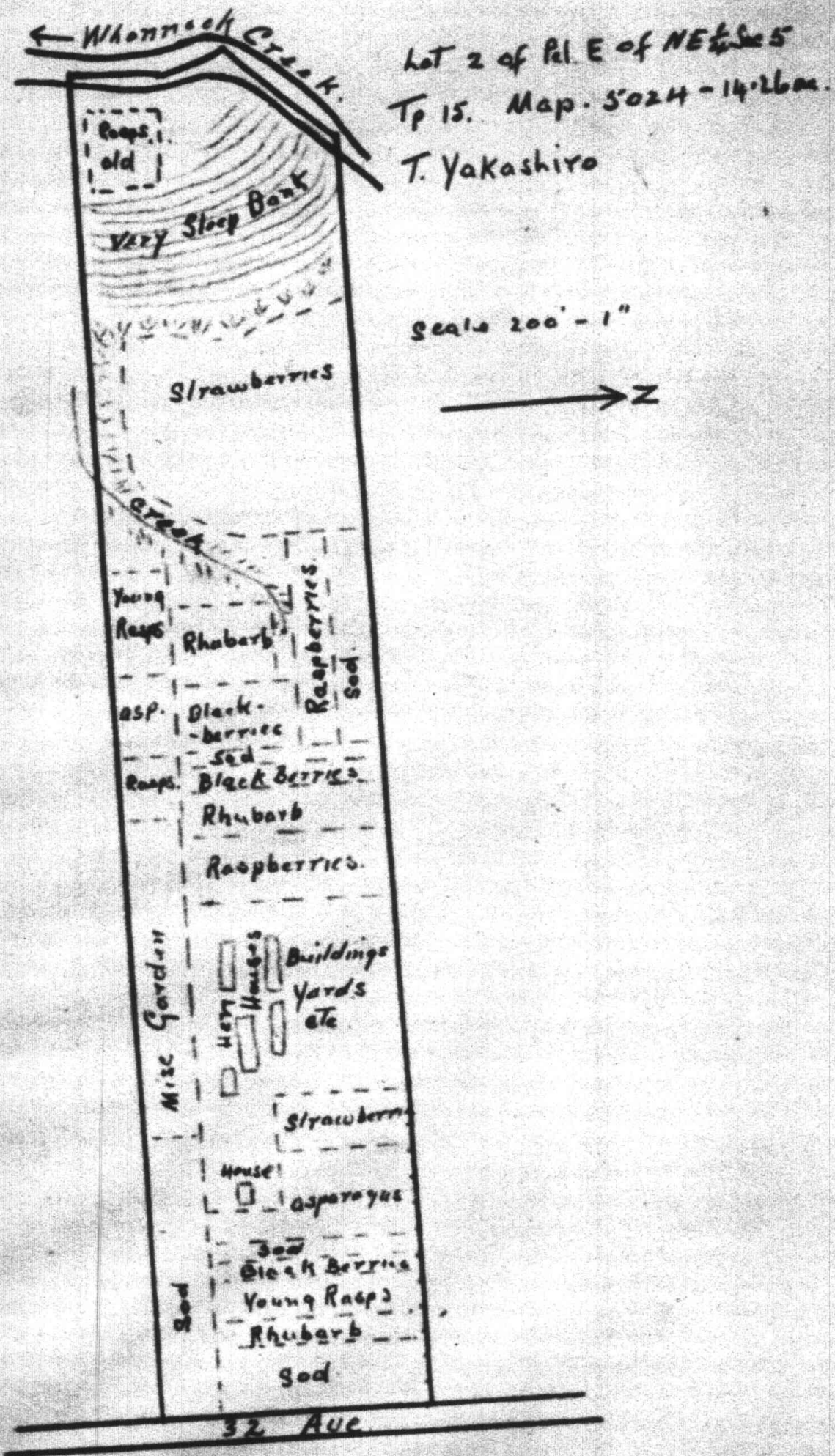
Present Value

Sod	-	2.04 acres
Raspberries	-	1.79
Blackberries	-	.64
Rhubarb	-	.47
Asparagus	-	.70
Strawberries	-	1.72
Garden	-	.74
Buildings & yards	-	1.27
Weeds	-	.50
		<hr/>
		9.87
		<hr/>
Waste	-	4.39
		<hr/>
		14.26 acres

Total 3

Amount fruit trees add to value of farm \$

Diagram of Property



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

value is \$ 1400.00

Date 25th June 1942.

"I. T. BARNET"
District Superintendent.

June 23, 1948

File No.
5451

ANALYSIS OF
CLAIM

REAL PROPERTY
SECTION

Takeguma YAKASHIRO,
Reg. No. 13383

Re Director, The Veterans Land Act

REAL PROPERTY,

231-32nd Avenue, Ruskin, B.C.
Property described as
Lot 2 of Parcel "E" of the
N.E. $\frac{1}{4}$ of Sec. 5, Tp.15
Map 5024,
Municipality of Maple Ridge, B.C.

Takeguma YAKASHIRO makes
Claim for (Gross) as follows:-

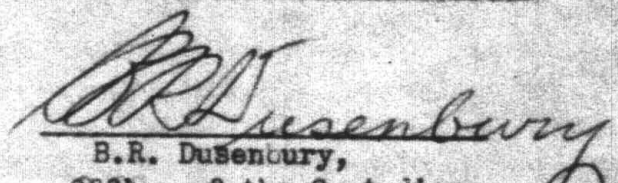
Land -	3000.00	
Improvements-	2650.00	5650.00

Sales price (Gross) \$ 1487.00

	1942 Assessed Value	Claimant's value	S.S.R. Appraisal	V.L.A. Purchase Price
Land-	900.00	3000.00	614.15	
Improve- ments -	1100.00	2650.00	900.00	
	2000.00	5650.00	1514.15	1487.00

RECAP:

Gross amount of claim	-	-	5650.00
" " " sale			1487.00


B.R. Dusenbury,
Office of the Custodian.

REAL PROPERTY SUMMARY

File 5451

V.L.A. B.C. 199-P

JAPANESE NAME: Takekuma YAKASHIRO - - Reg. No. 13383.

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

PROPERTY ADDRESS: 231 - 32nd Ave., Ruskin, B. C.

LEGAL DESCRIPTION: Lot 2 of Parcel "E" of the North East quarter of Section 5 Township 15 Map 5024 Municipality of Maple Ridge in the District of New Westminster.

TITLE: In the name of Takekuma YAKASHIRO.

ENCUMBRANCE: 24180 - 7th July 1942.

ASSESSED VALUE: 1943 - 14.26 acres.

Land \$900.00
Improvements \$1100.00 Total \$2000.00 Taxes \$41.29.

CLASSIFICATION:

Berry and poultry farm, with buildings. Inspector reported March 18, 1943, area 15 acres in the farm of which 9 acres were clear with 3 acres strawberries, 1 acre raspberries, small patch blackberries, 1 1/2 acres asparagus, 30 fruit trees and 1 storey frame house 27 x 28, 4 rooms, fair condition, 6 chicken sheds, 18 x 50, 16 x 30, 18 x 94, 20 x 76, 18 x 36, 20 x 66, a well build 14 x 14, 2 packing sheds 12 x 14, barn 20 x 32, pickers house 36 x 18.

HISTORY OF ADMINISTRATION:

Property was occupied by J. Jansen as tenant of owner who vacated it about the 1st December 1942. It was then leased by the Secretary of State on the 24th February 1943, to Aage NIELSEN to the 31st December 1943 including buildings with storage space reserved at a rental of \$175.00 for the term, which rental accrued to The Director The Veterans' Land Act.

SOLD:

To The Director The Veterans' Land Act for \$1487.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS:

Released to the credit of Takekuma YAKASHIRO, sale price \$1487.00, less Certificate of Encumbrance \$1.00, registration \$3.00, legal fee \$15.00, taxes \$47.24, total \$66.24. Net amount released \$1420.761

TITLE:

Included in C. of T. 169795-E and payment of consideration included in cheque to the Custodian dated March 22nd, 1944.

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

DATED May 7th, 1946.

IM:ML

EXHIBIT NO. 179-4

DATE October 12/48

FILED BY K. R. R. R.

Janthaepherson

REAL PROPERTY SUMMARY

Files 3405, 5451

V.L.A. B.C. 200-P

Takekuma Yakashiro has no property. See letter.

JAPANESE NAMES: Kinzaemon TANIGUCHI - - Reg. No. 13506.
Takekuma YAKASHIRO - - Reg. No. 13383.

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

PROPERTY ADDRESS: 32nd Ave., Ruskin, B. C.

LEGAL DESCRIPTION: Lot 1 of parcel "E" of the North East quarter of Section 5 Township 15 Map 5024 Municipality of Maple Ridge in the District of New Westminster.

TITLE: In the names of Kinzaemon Taniguichi and Takiguma Yakashiro.

ENCUMBRANCES: 50090-C - Mortgage in fee dated 16th April 1923, to Henry Peter McMartin for \$650.00 at 10%.

50688-C - Mortgage in equity dated 5th September 1923, to Henry Peter McMartin for \$400.00 at 10%.

78604-C - Transmission of 50090-C and 50688-C to Frank Ross Cotton and Arthur Frederick Cotton filing 21069.

Please note final paragraph on this report.

Vesting 25273 - January 5th, 1943.

ASSESSED VALUE:

1943 - 14.26 acres

Land \$900.00

Improvements \$700.00 Total \$1600.00 Taxes \$36.89.

CLASSIFICATION:

Berry farm with buildings. Inspector reported May 23, 1942, a farm of 14½ acres with 2 acres in strawberries, ½ acre raspberries, ½ acre rhubarb with a 1 storey frame shack 22 x 30, 2 rooms, poor condition, woodshed, barn chicken house and 2 packing houses.

HISTORY OF ADMINISTRATION:

Property had been leased by the owner prior to evacuation to the Berco Exploration Co., the lease expiring on the 31st December 1942, at a rental of \$125.00 paid to the Custodian. The Berco Exploration Co., offered to lease the property for the year 1943 at \$67.50. The offer was not accepted.

The property was leased by the Secretary of State on the 9th March 1943, to Harriet I. McAndrew and Blanche A. Pook for a period of 10 months from the 1st March 1943 to the end of 1943 for \$125.00. The lease reserved storage space for chattels. This rental was paid and allowed as accrued rental to The Director The Veterans' Land Act. The Custodian arranged for and received from Frank Ross Cotton and Arthur Frederick Cotton, holders of the 2 mortgages in favour of Henry Peter McMartin, a discharge of these mortgages paying in satisfaction thereof on principal \$448.38, interest from February 2, 1942, to November 14, 1944, \$102.75, Fire insurance premium paid by mortgagees \$10.00 and exchange on cheques .45¢, a total of \$561.58. This payment was

was

made on the 12th December 1944, and mortgage registered clearing the title of all encumbrances.

SOLD:

To The Director The Veterans' Land Act for \$1200.00 as at 1st January 1943.
Approval of Advisory Committee 1st June 1943.

FUNDS:

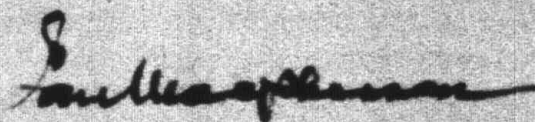
Released to the credit of Kinzaemon Taniguchi and Takekuma Yakashiro holding title in common to the parcel of land above described, sale price \$1200.00 plus rental \$125.00, insurance refund \$5.63, total \$1330.63; less Certificate of Encumbrance \$1.00, taxes \$125.65, registration fee \$3.00, registration of discharge of mortgage \$2.00, for discharge of mortgage as above \$561.60, legal fee \$15.00, total \$708.25. Net amount released \$622.38.

TITLE:

Included in C. of T. 179906-E and payment of consideration included in cheque to the Custodian dated December 4th, 1944.

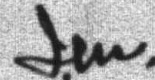
The above summary is certified to be in accordance with the information on file and on record by accounting department.

DATED May 7th, 1946.



IM:ML

We have to-day received a letter dated 2nd May 1946, from T. Yakashiro in which he disclaims any interest in this property other than guarantor of the mortgage. The proceeds of the sale have been placed to the credit of Kinzaemon TANIGUCHI.



DATED May 8th, 1946.

EXHIBIT No. 779-6
DATE Oct 12/46
FILED BY V. R. Rice

PERSONAL PROPERTY SUMMARY

File No. 5451

Re: YAKASHIRO, Takeguma - Reg. No. 13383

CHATELS: YAKASHIRO registered with this office on April 22, 1942 and at that time stated he was leaving an unitemized quantity of household and farm chattels on his property at Ruskin for the use of his tenant. On April 27th, 1942 his wife leased his property on his behalf to a Mr. Jacob Jansen and included the use of an itemized list of chattels which list covered the majority of the chattels on the property which were inventoried by our fieldmen on March 18th, 1943. At the end of January, 1943, Mr. Jansen relinquished his tenancy in favour of Mr. A. Nielsen who remained on the property until September, 1944. A neighbour informed our fieldman that the property was abandoned and on September 29th, 1944 our fieldman called at the property and removed all saleable chattels that could be found there to our Auction rooms at Haney. He found the majority of the chattels well accounted for but abandoned a considerable quantity on the property as they were worn out and not worth the expense of handling. All the saleable chattels were sold by auction on October 19th, 1944 for the net sum of \$172.76 which sum was credited to YAKASHIRO's account here. A washing machine was found on the property and sold which was not declared by the Japanese or inventoried by our men. On May 15th, 1946 YAKASHIRO stated that he had a washing machine and described it fully. The sale proceeds were accordingly left credited to his account here. Details are shown on the attached Chattel Schedule.

SPECIFIED ARTICLES: This file reveals no Specified Articles.

ACCOUNTS RECEIVABLE: When his wife leased the property in 1942 she received as part of the rent consideration a Pacific Co-operative Union post-dated cheque for \$250.00. This cheque was forwarded to this office for collection which when effected on February 22nd, 1943 was credited to his account here.

At the time of leasing the property Mrs. YAKASHIRO also sold their chickens to the lessee, Mr. Jansen, for \$390.00 who financed same through the Bank of Commerce at Mission. Mr. Jansen paid \$234.00 cash and the balance was to be paid on demand together with 7% interest. We attempted to collect the outstanding balance of \$156.00 and went to considerable expense in correspondence and contacting Mr. Jansen who refused to pay stating he had paid the Bank. This was disproved but he would not admit same. Collection was placed in the hands of our solicitors with no success who eventually informed us that payment would not be obtained without suit. We wrote YAKASHIRO on August 25th, 1943 and July 7th, 1944 informing him of this and asking if he would be prepared to accept the responsibility of any legal expenses incurred. He did not answer our letters on this matter and no further action was therefore taken in the matter.

File No. 5451

(Personal Property Summary - cont.)

The B. C. Electric Railway Company paid \$4.27 into this office to the credit of the Japanese being a refund of his Light Security Deposit with them.

LIFE INSURANCE: YAKASHIRO declared he had a Sun Life Insurance policy and a Monarch Life Insurance policy. These were not brought under control by the Custodian although at his request the following payments were made to the insurance companies to cover premiums due:

June 29th, 1943	\$81.15	Monarch Life Assurance Company
June 29th, 1943	22.78	Sun Life Assurance Co. of Canada
August 9th, 1943	67.80	Monarch Life Assurance Company
December 6th, 1943	54.34	Sun Life Assurance Co. of Canada
June January 12th, 1944	20.02	Sun Life Assurance Co. of Canada
October 26th, 1944	67.52	Monarch Life Assurance Company
December 27th, 1944	27.94	Sun Life Assurance Co. of Canada
June January 12th, 1945	21.26	Sun Life Assurance Co. of Canada
September 18th, 1945	64.05	Monarch Life Assurance Company
December 7th, 1945	27.94	Sun Life Assurance Co. of Canada

This file reveals no other Personal Property assets.

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

W E L...

WEA:EH
May 31st, 1946

MEMORANDUM

File Nos.: 3405
5451

April 10th, 1943

To: FILES

From: Mr. Green

Re: TANIGUCHI, Kinzaemon
YAKASHIRO, Takeguma

Lot 2 of Parcel E of the NE quarter of Section 5, Tp. 15, Map 5024, District of New Westminster, is the sole property of Takeguma Yakashiro, file 5451, and has a house on it being also his property. A list of chattels included in the lease of this property between the owner and Jacob Jansen, appears on his file in front of letter dated September 29th. The property is now leased to Aage Nielsen.

Lot 1 of Parcel E of the NE quarter of Section 5, Tp. 15, Map 5024, is jointly owned by Takeguma Yakashiro and Kinzaemon Taniguchi, file 3404, and has also a house on it. This is now rented to a Mrs. Pook and list of chattels with report of missing articles appears on file 3404, under date of March 28th.

HFG:IF

File No. 5451.

CLAIMS DEPARTMENT

June 11th, 1943.

Takeguma YAKISHIRO - Reg. No. 13383

CREDITORS:

M. Nishiguchi Co. Ltd. \$87.00 J.P. *Paid*

Union Market 80.00 J.P. *Paid*

Pacific Co-operative Union 6.35 *Lyman*

*See memo 6/4/44
dated Nov 15/44*

Order letter dated 13.11.44

Nov 13/44
R. Tahara - F. 5453

DEBTORS:

*Plus int. for 2 yrs.
(L - Nov. 13/44)*

*300.00 S.C.S.C.
L.B. 1/45
and pay*

Pacific Co-operative Union \$156.00 In dispute
(Jacob Jansen - poultry) *S. J. M.*

/DE

July 5th, 1943.

NOTE: No claim has been lodged by M. Nishiguchi Co., Ltd. or Union Market against the above and from YAKISHIRO's letter dated July 26/43 we assume they have been paid.

EXHIBIT No. 779-9
DATE October 12/46
FILED BY G.R. Rice

Mr. Takekuma (Johannes)
C. Leo Hinde
Iron Spring, Alta
May 15, 1946.

The Office of Custodian
506 Royal Bank Bldg.
Kastrop & Grandville
Vancouver B.C.

EVACUATION SECTION	
Rec'd	MAY 20 1946
File No.	5-451
Assn.	Anderson
Referred	and to you

Dear Sir

We have received your letter dated May 8th,
requesting the description of our washing machine.
Electric washing machine, white enamel,
has the picture of the Royal Family. Bought it
in the yrs. 1940, paid in full, the amount of
\$159.00. still kept it new. With the machine
two square wash tub and one bench. The
name of the machine has the "Beatty Bros"
We have left two new brooders, would like
to know what happened to it. also about
the farmers tools we left in the chicken
house 16 x 26 ft.

We also have received the amount
of \$200.00 but it isn't enough for buying beds
mattresses and clothes. ^{also buying necessities} In B.C. we had

borrowed the B. C. Security Commissions
so it was all right, but in Alta, since
we left the tools, shovels & many others
things, we just got along with too. So
please send us the rest of the things left.

Should like to have the answers to
the things we have left. So please give
us our answers as soon as possible

I thank you
Sincerely Yours
Lakshmi Narayan

File No. 5451

(Chatteel Schedule - cont.)

-2-

Chattels leased
to J. Jansen by
Japanese, Apr. 27/42

Custodian Inventory
March 18, 1943

Auctioned
October 19, 1944

WELL, pulley, etc.	Fixture	
15 gal. crock	Missing	x
1 gal. crock	Abandoned	
5 mattresses	Abandoned	
bunk (homemade)	Sold as sundries	x
box dishes, etc.	Missing	
toaster	Abandoned	
child's wagon	Abandoned - no value	
2 boxes clothes	Missing	
tea chest - personal effects	Missing - probably in use.	x
3 part rolls netting	Sold under sundries.	x
30# berry wire	Sold as tools grouped	
quantity logging tools	Missing	
screen door	Abandoned - weather spoiled	x
3 cartons books	Missing	
kiddy car	Missing	
coal brooder	Missing	
22 pieces of 4" drain	Left - fixture	
clothes line	Abandoned	
ladder		

sprayer
ironing board
child's chair
washing machine

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

WEA:EH
May 9, 1946

199 Adding

4810

FARM LEASE

THIS INDENTURE made in duplicate the 27th day of April A.D. 194²

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:-

HANA YAKASHIRO (wife of TAKEJUMA YAKASHIRO) of Haskin
in the Province of British Columbia
Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

JACOB JANSEN of Chilliwack
in the said Province
Farmer
(hereinafter called the Lessee)

Of the Second Part

WITNESSETH THAT: for and in consideration of the rents, covenants, conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor hath demised and leased AND BY THESE PRESENTS DOTH DEMISE AND LEASE unto the Lessee all those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Maple Ridge in the District of New Westminster and Province of British Columbia, more particularly described as:

Block Two (2) of the East half of the North East quarter
of Section Five (5) Township Fifteen (15) containing fifteen
(15) acres more or less

TOGETHER with all erections and buildings, dwellings, barns, stables and outhouses thereupon erected, standing and being;

AND TOGETHER ALSO with all ways, paths, passages, water courses, privileges and advantages whatsoever to the said premises belonging or in anywise appertaining;

TO HAVE AND TO HOLD the said premises unto the said Lessee for and during the term of nine (9) months to be computed from the first day of May A.D. 194² and from thenceforth next ensuing and fully to be completed and ended:

YIELDING AND PAYING THEREFOR, for the said term hereby granted, unto the Lessor the sum of Five hundred (\$500.00) - Dollars of lawful money of Canada (the receipt whereof is hereby acknowledged).

THE LESSEE covenants with the Lessor to pay rent; and to repair (reasonable wear and tear and damage by fire and tempest only excepted) and to keep up fences; and not to cut down timber for any purpose whatsoever; and that the Lessor may enter and view the state of repair; and that the Lessee will repair according to notice; and will not carry on any business on the said premises that shall be deemed a nuisance; and will leave the premises in good repair;

AND it is understood and agreed that in the event of a crop failure by Vis Major or an act of war the Lessee shall have the right to the use and occupation of the said lands and premises and the crops thereof during the year A.D. 194³ without any further payment.

THE LESSEE FURTHER covenants with the Lessor that he will, during the said term, properly cultivate, fertilize, harvest and market all of the growing crops upon the said land, which growing crops consist of:-

Two and one half ($2\frac{1}{2}$) acres of strawberries
One and one quarter ($1\frac{1}{4}$) acres of raspberries
One half ($\frac{1}{2}$) acre of asparagus
One quarter ($\frac{1}{4}$) acre of blackberries

and that he will not impoverish, depreciate or injure the soil and that he will cultivate the aforesaid lands after the said crops have been marketed, in a good husbandlike manner and will, in all respects, look after the cultivated portion of the said land in accordance with the best practices of prudent fruit farmers; and will protect and preserve all orchard fruit trees on said premises from waste, injury or destruction and will carefully prune and care for such trees as often as they may require it.

THE LESSEE covenants with the Lessor that he will market all of the aforesaid crops with the Pacific Co-operative Union and will in all respects carry out the obligations of the Lessor to Pacific Co-operative Union under the Lessor's contract with that co-operative association and will execute an Agreement of his own with Pacific Co-operative Union;

AND it is further understood and agreed that statements of the proceeds of the aforesaid growing crops shall be furnished to the Custodian of Enemy Property or his representative by Pacific Co-operative Union in the same manner as statements have previously been furnished to the Lessor.

THE LESSEE FURTHER covenants with the Lessor that he will properly care for and account to the Lessor for any livestock, farm implements or miscellaneous tools which are left by the lessor in the care of the Lessee and such accounting will be given to the Lessor or his Agent at the termination of this lease; which live stock, farm implements and miscellaneous tools are evidenced by a list signed by the Lessee;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated. PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during 1942, he shall be able to again rent the said

lands for the year 1943, but any arrangement in respect thereto must be made with the Pacific Co-operative Union (an association incorporated under the Co-operative Associations Act of the Province of British Columbia, having its registered office at Mission City aforesaid) and for this purpose Pacific Co-operative Union is hereby appointed the Agent of the Lessor in that respect with regard to the year 1943 and subsequent years until the Lessor shall resume occupation of the aforesaid lands and premises.

PROVISO for re-entry by the Lessor on non-payment of rent or non-performance of covenants The Lessee covenants with the Lessee for quiet enjoyment.

PROVIDED ALSO in case of any breach of any of the covenants and conditions herein contained, it shall be lawful for the Lessor or his Agent to re-enter upon the said lands and premises and the same to have again, repossess and enjoy;

PROVIDED ALSO and it is hereby agreed and understood by and between the parties hereto that if the term hereby granted or any of the goods and chattels of the Lessee shall, at any time during the said term, be seized or taken in execution or attachment by any creditor of the Lessee or if the Lessee shall make an assignment for the benefit of creditors or, becoming bankrupt or insolvent, shall take the benefit of any Act which may be in force for bankrupt or insolvent debtors, or shall abandon said premises, then, and in every such case, the current rent shall immediately become due and be paid and the term hereby granted shall, at the option of the Lessor or his Agent, forthwith become forfeited and determined;

AND it is further agreed that the words Lessor and Lessee wherever used in this Indenture shall, wherever the context allows, include each of their respective heirs, executors, administrators and assigns, and the masculine shall include the feminine and the singular the plural.

IT is understood and agreed that the aforesaid price includes fire wood valued at Thirty (\$30.00) Dollars and crates valued at Thirteen thirty-five (\$13.35)

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

Signed, Sealed and Delivered by
HANA YAKASHIRO and JACOB JANSEN
in the presence of

H. Yakashiro

Jacob Jansen

M. M. Fletcher

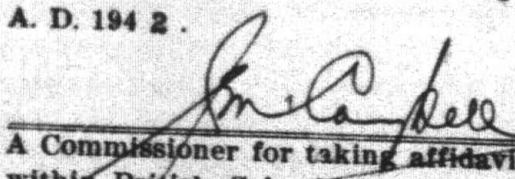
AFFIDAVIT OF EXECUTION

I, Mildred M. Fletcher of Mission City in the Province of British Columbia, Make Oath and Say:-

1. That I was personally present and did see HANA YAKASHIRO and JACOB JANSEN the parties thereto, duly sign and execute the within instrument, for the purposes therein named.
2. That the said instrument was executed at Mission City aforesaid.
3. That I know the said parties and that they are each, in my belief of the full age of twenty-one years.
4. That I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Mission City in
the Province of British Columbia
this twenty seventh day of April
A. D. 1942.

M. M. Fletcher


A Commissioner for taking affidavits
within British Columbia.

Lease No. 224

File No. 5451

This Indenture,

Made in triplicate this Twenty-fourth day of February A.D. 1943

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

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

Hereinafter referred to as the
LESSOR OF THE FIRST PART.

And:

AAGE NIELSEN (Farmer) of Ruskin,
in the Province of British Columbia.

Hereinafter referred to as the
LESSEE OF THE SECOND PART.

Witnesseth, that in consideration of the rents reserved under the covenants and agreements hereinafter contained the Lessor doth demise and lease unto the Lessee . All and Singular that certain parcel or tract of land and premises, situate, lying and being in the Municipality of Maple Ridge New Westminster District, in the Province of British Columbia, more particularly described as Lot Two (2) of Parcel "E" of North East Quarter (NE $\frac{1}{4}$) of Section Five (5) Township Fifteen (15) according to a registered map or plan thereof deposited in the Land Registry Office, City of New Westminster, Province of British Columbia, and therein numbered Five Thousand and Twenty-Four (5024). Certificate of TITLE NO. 107156 E.

Together with all buildings thereupon erected, or hereafter during the term hereby granted, to be erected, and also with all ways, paths, passages, waters, water courses, privileges, advantages and appurtenances whatsoever to the said premises belonging or otherwise appertaining, saving and excepting thereout sufficient space to be reserved for the sole and exclusive use of the Lessor in storing certain chattels and effects now on the premises.

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

*ales
p. 24
Wb
right.*

from the
first day of
February
A.D. 19 43, (or from
the date hereof) for the term of
thirty-first
eleven months
thence ensuing and fully to
be determined on the
day of
December, 1943.

Yielding during the said term therefor the clear (annual) rent of \$ 175.00
One Hundred and Seventy-Five Dollars.
of lawful money of Canada, payable to the Lessor at the Office of the Custodian, Vancouver, British
Columbia, on the following days and times, that is to say:—Twenty-Five Dollars (\$25.00) on the
execution of this agreement and further sum of One Hundred and Fifty Dollars (\$150.00)
on the fifteenth day of July, 1943.

2. That the said Lessee covenants with the said Lessor to pay rent, and to pay taxes; and to pay
rates and charges for water, electric light, gas and telephone. AND TO repair; and to keep up
fences; and not to cut down timber; and to insure against fire in the joint names of the said Lessor
and the said Lessee, show receipts and to rebuild in case of fire; AND that the said Lessor may enter
and view state of repair, and that the said Lessee will repair according to notice, and that the said
right of entry and to view the state of repair shall extend to every person to whom may be delegated
any power or duty conferred or imposed on the Custodian and to every person authorized by the
Director of Soldier Settlement of Canada to act as an Inspector. AND will not assign without leave;
and will not sublet without leave; and that he will leave premises in good repair excepting only
reasonable wear and tear and damage by tempest; AND that he will not carry on any business on
the premises that shall be deemed a nuisance.

The foregoing words of this clause found in Column One (1) of the Short Form of Leases Act shall
be construed according to the extended form in Schedule Two (2) of that Act.
3. The Lessee Further Covenants and Agrees with the Lessor:—
(a) To manage, cultivate and manure the portions of the premises now or hereafter brought under
cultivation in a good and husbandmanlike manner and in accordance with the most approved method
of husbandry used in the district, and to use the said cultivated lands for the purpose of producing
the type of crops heretofore produced thereon, and to keep all arable lands clean and free from
weeds, and to protect, preserve, prune and manage all orchard, fruit, shade and ornamental trees on
the premises.

(b) To spread on the land in a husbandmanlike manner all manure produced on the said premises
and not to remove from the lands any manure on the expiration of the term.
(c) During the continuance of the term at his own expense to keep the said chattels in good and
substantial repair and condition and to keep the owner indemnified against all loss of, from and
against the said chattels from whatever cause it may arise, save only reasonable wear and tear.
(d) Upon the expiration of the term either by effluxion of time or by the Lessor under the right
reserved to that effect to deliver to the Lessor peaceably and at the Lessee's risk and expense the
said chattels at the said premises.
(e) Apart from the hired chattels, to warehouse and store upon the demised premises those chat-
tels and effects of the Lessor now upon the demised premises, hereinafter called the stored chattels,
by placing the said stored chattels in a place reasonably safe and to use reasonable care for the
protection thereof.

(f) From time to time to deliver up to the Lessor the stored chattels or such portions thereof as
the Lessor may demand and to re-deliver to the Lessor the hired chattels in the event of the Lessor
no demanding by reason of judgment obtained against the Lessee, or breach of any term of this
lease, or by reason of the Lessor considering his right to the hired chattels to be endangered by
their continuing in the possession of the Lessee, of which the Lessor shall be the sole judge.
(g) At the request of the Lessor from time to time to deliver to the Lessor an order on any third
person to whom the Lessee may have marketed or delivered any of the crop from the demised
premises and in such form as the Lessor may request directing such third person to pay to the
Lessor from the proceeds of any crop or of any monies payable to the Lessee a sum equivalent to
the rental for the current year.

(h) To observe fully and at all times the right of way reserved to the Lessor and to tenants of the
Lessor occupying the adjoining lands for the time being, their respective families and servants,
and all other persons with the Lessor's or their permission going to or from the said adjoining lands,
(i) To put all plumbing works, sanitary arrangements and drains in condition to comply with the
requirements of the Municipal Health Officer and of the Board of Health of the Municipality and
to comply forthwith with all notices and requests of the Municipal Health Officer or of the Board
of Health of the Municipality.

4. Provided Always and it is expressly agreed that if the rent hereby reserved, or any part
thereof, shall be unpaid for fifteen (15) days after any of the dates after which the same ought to
have been paid although no formal demand shall have been made thereof, or in case of the breach
or non-performance of any of the covenants and agreements herein contained on the part of the said
Lessee, his heirs, executors, administrators and assigns, or if the term hereby granted shall be at

any time seized or taken in execution or in attachment by any creditor of the Lessee, or if the 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, or in the event of the Lessee failing to keep possession of any of the said chattels, then in any of such events the then current year's rent shall immediately become due and payable, and it shall also be lawful for the said Lessor, his successors in office or assigns, at any time thereafter, into and upon the said demised premises, or any part thereof, in the name of the whole to re-enter, and the same to have again, repossess and enjoy as of his or their former estate, anything herein contained to the contrary notwithstanding.

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

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

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

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

Bartholomew Hawick

F. G. Shears

(F. G. SHEARS)
Authorized Deputy of the Secretary
of State and/or Custodian.

Signed by the said Lessee
in the presence of:—

J. Mayson

Age. Peter Nielsen

Approved by the Director of Soldier
Settlement of Canada, as to land.

NAME YAKASHIRO, Takeguma

REGISTRATION NO. 13383

FILE NO. 5451

The following chattels were sold by public
 auction at Haney, B.C. on October 19, 1944.

Sundries	^ \$ 12.35 -
Child's walker	^ \$ 1.25 - chair
Stove	^ 4.00 ✓
"	^ 4.50 ✓
Chairs	^ 1.50 -
Sprayer	^ 1.00 -
Fente (chicken)	0.50 -
Iron boards	^ 0.25 - K
Feeders (chicks)	2.50 -
Child's chair	^ 0.50 -
Washing machine	^ 120.00 ✓
scales	^ 11.00 -
2 Electric brooders	^ 30.00 ✓
1 5-gal. crock	^ 5.50 -
Tools	^ 10.70 ✓
Spring tooth harrow	^ 3.00 -
Plow	^ 5.00 ✓
Cultivator	^ 2.00 ✓
Lever harrow	^ 5.00 ✓

Total

(Auctioneer's Fee: \$22.05

Less Expenses:

(Advertising: 2.09

(Moving: 23.65

Net Proceeds Credited:

\$ 220.55

\$ 47.79

\$ 172.76

Members of Custodian Staff Present. Mr. R.M. Anderson

Extracted from Auctioneering List No. Haney 10.

Remarks.

File No.

5451 ✓

Date

Sept 29/44

SUMMARY

Name:

YAKASHIRO, J.

Address:

32nd Ave, Ruckus

(1) - We have today moved to auction room at Daney effects as per enclosed list at a total cost of \$ 22.75 as per attached bill.

(2) - We have also moved the personal effects as per attached list to storage at None where they will remain until called for. Cost of moving is included in bill above.

(3) - We have sold to the tenant articles as per attached list at \$ None for which herewith cheque or cash.

(4) - After the above transactions, the following important shortages were noticed between the original inventory as taken by this office, and the effects accounted for as above:

Missing 1-1941 clock, 1 electric toaster, 1 tea chest of
personal, 1 Screen door, 1 coal brooder, 22 per 4" drain
14 wheelbarrows, 1 Scepter
Left N.G. - 1 Kitchen cabinet, 1 Cream sink (part of fire)
3 beds complete, 1 bedstead, 1 stove, 1 cork stone
1 heater, 1 chisel, 1 saw

The tenant gave us the following explanation:

Tenant
gone when I arrived.

5th July, 1946.

Mr. Takeguma YAKASHIRO,
Registration No. 13383,
Iron Springs, Alberta.

Dear Sir:

We received your letter of the 27th June, in reply to our report to you on our administration of your affairs.

You have apparently misunderstood the detailed statement of your account which was forwarded to you at that time. This statement only covered the details of entries made since the date one was last sent to you. We are attaching hereto the details of your account previous to that time from which you will note that the sum of \$250.00 covering the collection of the Pacific Co-operative Union cheque was credited to your account on the 22nd February, 1943.

// In our letter to you I believe the matter regarding the collection of the \$156.00 owing you by Mr. Jansen was very thoroughly covered. Mr. Jansen refused payment and although our solicitors took up the matter of collection with no expense to you, they reported that the only possible way to effect collection of the amount owing, was by suing him. As a legal suit runs into considerable expense we wrote to you on two occasions asking if you would be prepared to accept the responsibility of any such charges incurred if a suit was lodged. However we received no reply from you in the matter and assumed that you did not wish to become involved. We accordingly took no further action in the matter. Collection by legal suit could no doubt still be made, as Mr. Jansen is still in the locality. We would suggest however, that if you desire to prosecute that you place the matter in the hands of your own solicitors. All information we have on hand at this office we will gladly supply you with.

We trust that we have answered your questions clearly, and will expect your acknowledgment in due course.

Yours truly,

W.E. Anderson,
Administration Department.

WEA:H
Encl.

Department of the Secretary
of State
Office of the Custodian

Tahquema Yakeshiro
Reg No. 13383
Iron Springs Alta
June 27th 1946

EVACUATION SECTION	
Rec'd	III 3 1946
File No.	5451
Ans.	
Referred	<i>[Signature]</i>

Dear Sir,

To the reply of the letter to June 11th 1946
file No. 5451. We have checked up the credits

The property was leased to Jacob Jansen from
May 1st 1942. for \$500.00 The wife received the sum
of \$250.00 The other one half of the sum is not
on the balance that were supposed to be on credit
old February. I would like to know the reason.

At the same time when wife leased the property
and had arranged the leased sale of chickens
for \$390.00. I received \$234.00. You also have said
you will get the rest of the sum in hand for us,
when leaving from the property. She would like to
get in hand as possible
When everything is straightened up we will
send in the Certificate of Little Title

Yours Truly
Tahquema Yakeshiro

11th June, 1946.

REGISTERED

Mr. Takeguma YAKASHIRO,
Registration No. 13383,
Iron Springs, Alta.

Dear Sir:

We wish to acknowledge your letter of the 15th May, and as we note your additional request for funds, we take this opportunity of giving you a brief summary of our administration of your affairs.

You registered with this office on the 22nd April, 1942, and real property at Ruskin, which you declared you owned, at that time became vested in the Custodian. The property had been leased by your wife to Jacob Jansen for a period of nine months from the 1st May, 1942, for a consideration of \$500.00, which sum included the purchase of firewood and crates on the property. Your wife received one-half of this sum at the time and the balance was given to her in the form of a Pacific Co-operative Union post-dated cheque. This cheque was forwarded to this office for collection, which was effected on the 22nd February, 1943, at which time the sum of \$250.00 was credited to your account here. No rentals accrued to your benefit at this office in view of the fact that your property was sold as of the 1st January, 1943, to the Director of Veterans' Land Act, in accordance with the Canadian Government's policy of liquidation. Full details of the property sale were sent to you on the 27th May, 1944, from which you will have noted that the net proceeds were credited to your account here. Legal fees in the amount of \$15.00 in connection with the conveyance of the property were later charged to your account.

We do not appear to have received the Certificate of Title for the property which you are holding, and we would therefore request that you send it here without delay, as it has been cancelled at the Land Registry Office.

A piece of property at Ruskin was found to be registered in the joint names of yourself and Kinzaemon TANIGUCHI. However upon receiving your letter of the 2nd May, 1946, in which you advised us that you actually had no interest in it other than as guarantor, we transferred administration of the property to TANIGUCHI's account alone.

You declared owing accounts to M. Nishiguchi Company Limited and the Union Market. However neither of these firms filed claims against you here, and we presume that you had made settlement before leaving the Protected Area. The Pacific Co-operative Union advised us that you owed them the sum of \$6.34, but as you denied owing them this sum, we so notified them, and they have taken no further action in the matter.

In accordance with your request, the following debts were paid from

11th June, 1946.

your account here:-

Rinzo TAHARA	\$363.00
Jitsugo KONO	200.00
Jiro IWAMOTO	205.00
Rikima NAKANO	100.00
Moriguma TOKUNAGA	145.00

When registering with this office you declared that you were leaving a quantity of household furniture and farm implements on your property for use by your tenant, and these were itemized by your wife. All saleable chattels that were found on the property, in accordance with the liquidation policy, were removed and sold by public auction, from which sale the net sum of \$172.76 was derived. This sum included the sale of your washing machine. A considerable quantity of the chattels were found to be worn out and not worth the expense of hauling, and these were accordingly abandoned on the property. The chattels are however, well accounted for on your file as to value.

When your wife leased the property, she also arranged the sale of the chickens to the tenant for \$390.00, of which she received \$234.00 on account, leaving the balance together with interest, payable on demand. We attempted to collect on your behalf this balance owing, and also placed the collection in the hands of our solicitors. They were unsuccessful in this matter and advised that as Mr. Jansen refused to pay, collection could not be made without legal suit. We wrote to you on two different occasions informing you of this, asking if you would be prepared to accept the responsibility incurred in a suit, but as you did not answer our letters, we assumed that you did not wish to become involved, and we accordingly took no further action in the matter.

The B.C. Electric Railway Company paid the sum of \$4.27 in to this office to your credit, being a refund of your electric light security deposit with them.

You declared having a Sun Life Insurance policy and a Monarch Life Insurance policy, and although these were not brought under control by the Custodian, the following payments were made on them at your request:-

29th June, 1943	\$81.15	Monarch Life Assurance Company
29th June, 1943	22.78	Sun Life Assurance Co. of Canada
9th August, 1943	67.80	Monarch Life Assurance Company
6th December, 1943	54.34	Sun Life Assurance Co. of Canada
12th June, 1944	20.02	Sun Life Assurance Co. of Canada
26th October, 1944	67.52	Monarch Life Assurance Company
27th December, 1944	27.94	Sun Life Assurance Co. of Canada
12th June, 1945	21.26	Sun Life Assurance Co. of Canada
18th September, 1945	64.05	Monarch Life Assurance Company
7th December, 1945	27.94	Sun Life Assurance Co. of Canada

5451

- 3 -

11th June, 1946.

As the balance of your funds are being forwarded to you at this time, please be advised that this office will be unable to make further payments on your behalf, and it will therefore, be necessary for you to make your payments direct.

Attached hereto is a detailed statement of your account here from the date one was last sent to you, and the enclosed Custodian cheque in the amount of \$179.99, represents the remaining credit balance as shown.

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

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA
Encls. (3)

LIABILITY SUMMARY

File No. 5451

Re: YAKASHIRO, Takakuma - Reg.No. 13383

The above Japanese declared owing two liabilities:

M. Hishiguchi & Co.	\$ 87.00
Union Market	80.00

Neither of the two companies lodged claim against him at this office and he advised us in his letter of June 26, 1943 that they had been paid apparently prior to his evacuation.

The Pacific Co-operative Union very early in 1942 filed a claim for \$264.43, however, this also appeared to have been settled prior to evacuation as they made no further claim and in 1943 cashed his post-dated cheque for \$250.00.

On the financial statement of the Pacific Co-operative Union dated August 31, 1942 a debit of \$6.34 showed in YAKASHIRO's account there. He was written regarding it but it was denied in his letter of June 13, 1945. Details of the account were forwarded by the Co-operative who admitted the items making up the balance owing were oversights on their part. YAKASHIRO refused to acknowledge the account and the Pacific Co-operative Union have now written off the account.

On November 13, 1944 T. YAKASHIRO requested that we pay to R. Tahara a \$300.00 loan plus 2 years interest. The B. C. Security Commission would not recommend that payment be made and settlement was therefore withheld until January 26, 1946 when it was established that the debt was incurred prior to evacuation. Settlement was therefore made by transferring \$300.00 plus 3 years interest amounting to \$43.00 to R. TAHARA's account #5453.

On January 30, 1946 YAKASHIRO, presuming that he would be repatriated soon, wrote to this office requesting us to repay the following loans made by him:

Jitsugo KONO (File #4728)	\$200.00	incurred January 15, 1941
Jiro IWAMOTO (File #239)	\$205.00	" September 1, 1940
Rikima NAKANO (File #5331)	\$100.00	" December 12, 1941
Moriguma TOKUNAGA (File #246)	\$145.00	" January 4, 1942

Payment of these accounts were accordingly made from YAKASHIRO's account on February 6, 1946.

This file reveals no other liabilities.

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

WEA:EM

April 24, 1946

WE Hanson

Mr Taketuma Yakashiro
Reg No. 13383
Iron Spring Alta
April 30th 1946.

The Custodian's Office
Department of the Secretary of State
of Canada
Vancouver B.C.

EVACUATION SECTION	
Rec'd	MAY 3 1946
File No.	5451
Ans.	
Referred	Anderson

Dear Sir,

I am asking again for the money that is left in the hand of Custodian.

That we have move to Sugar Beets farming in Alberta and we need the money to buy the work clothing for the familys.

When we were in interior town we haven't must bought much clothes & blankets. We had a blankets borrowed from Commission, & we haven't enough right now.

The climate is different to B.C. And I would like to have it send in earliest convenience.

Yours Truly,

T. Yakashiro

4510

11th February, 1946.

Mr. Takekuma YAKASHIRO,
Registration No. 13383,
Lemon Creek,
Slocan, B.C.

Dear Sir:

In accordance with your letter of the 30th January, please be advised that we have transferred from your account to the accounts of the Japanese listed below, the sums set out by you in full payment of their loans made to you at various times. We have also notified the different Japanese of the repayment of the loans.

Jiro IWAMOTO	\$205.00
Jitsugo KONO	200.00
Rikima NAKANO	100.00
Moriguma TOKUNAGA	145.00

Yours truly,

W.E. Anderson,
Administration Department.

WEA:HA

Jitsugo Kono 205.00 File #728 12299

Jiro Suwamoto 205.00 File 239 10653 Closed

Rikima Nakano 100.00 5331

Moriguma Tokunaga 145.00 246 00624

Mr. Takekuma Yakashiro
Registration No. 13383
Lemon Creek
Closed.

File No. 5451

Slocan, B.C.

Jan. 30th 1946

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

EVACUATION SECTION	
Rec'd	EEB 4 1946
File No.	5451
Ans.	
Referred	Anderson

sent to you

Dear Sir:

For the names mentioned here
will you please pay all the sum of money
which we owe them. Please pay them as
soon as possible for they are all going to Japan.
To Mr. Jiro Suwamoto the sum of \$205.00 the date
of loan was made September 1st 1940 address is
Mr. J. Suwamoto, 9, Cox Logging Co., Kamloops B.C.
To Mr. Jitsugo Kono the sum of \$200.00 the date
of loan was made January 15th 1941 address is
Mr. J. ~~Kono~~ Kono Lashone Via Hope, B.C.
To Mr. Rikima Nakano the sum of \$100.00 the
date of loan was made December 12th 1941.
Address Mr. R. Nakano Lashone, Via Hope, B.C.
To Mr. Moriguma Tokunaga the sum of \$145.00
date of loan was made Jan. 4 1942.
address Mr. M. Tokunaga Sinclair Mills, B.C.

It all adds up to ^{\$ 50} 600.00 So please pay
them as soon as possible.

I also would like to know what you've
done to our kitchen utensils, washing machine
(electricity) 2 electric brooder 1 coal brooder
and all other farm equipment. It was
packed in one house before we left and
we hardly brought our things here.

Sincerely yours.
T. Yabashiro

5453

26th January, 1946.

Mr. Rinso TAHARA,
Registration No. 13470,
North Kamloops, B.C.

Dear Sirs

As requested by Mr. Takekuma YAKASHIRO, we have today transferred to your account \$363.00, representing payment in full of his debt to you of \$300.00 plus 3 years interest at 7%.

Yours truly,

W.E. Anderson,
Administration Department.

WEL:HA

C
O
P
Y

STATEMENT

PACIFIC CO-OPERATIVE UNION
Mission City, B.C.

Jan. 18, 1945.

Dr. to T. Yakashiro, Ruskin, B. C.

DATE	INVOICE NO	PARTICULARS	DR.	CR.
Feb. 15	92	To Purchase of Straw	16.57x	
Apr. 27		To Ck. #666	250.00	
Apr. 11		By 11 Boxes Rhubarb		11.33x
11		To Hauling 11 Boxes Barb (C. Hertslet)	1.10x	
		By Crop Agreement (J. Jansen)		500.00
		By Adjustment Agreement "		43.35
Apr. 30		To Ck. #723	43.35	
Sept. 2		To Ck. #667	250.00	
		By Balance due us		6.34
			561.02	561.02

x These items were overlooked when settlement was made for crop agreement.

Certified Correct
PACIFIC CO-OPERATIVE UNION
"Geo. A. Reid", Sec.



FRANK R. COTTON, SHERIFF
NEW WESTMINSTER, B. C.

September 22nd. 1944.

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

3405
5451
Attention Mr. R.D. Richardson

Dear Sir:

re: TANIGUICHI

Confirming our telephone conversation of this date I beg to enclose the duly executed discharges of the two mortgages on the Taniguichi property.

The amount due to September 30th. is \$554.43. This does not include fire insurance after September 10th. 1944, but we are to be protected in case of fire as advised by you in our conversation to-day.

As the sale has gone through, with the exception of the executing of the discharges, may I expect a cheque in settlement by return?

Yours truly,

Frank R. Cotton

5451
Evanes Section

912 Royal Bank Building,
Vancouver, B.C.,
December 18, 1943.

Messrs. Locke, Lane, Guild & Sheppard,
Barristers & Solicitors,
703 Rogers Building,
Vancouver, B.C.

Dear Sirs:

Re: Taxation TAKASHIRO

We are sending you the above numbered file and would direct your attention to the Memo addressed to the writer from Mr. H.E. Anderson under date of 16th instant.

There is a balance due from one Jensen amounting to \$156.00 and the last word from his Solicitor, Mr. John Stanton, indicates that no instructions have been received. You may wish to phone Mr. Stanton in connection with this matter or if not, please write Jensen stating that the matter has been placed in your hands for collection.

A report in due course would be appreciated.

Yours truly,

I.V. WRIGHT
COUNSEL TO THE COMPTROLLER

KW/10
attach

File No. 5451.

December 16, 1943.

MEMORANDUM

TO: Mr. K. W. Wright

FROM: W. E. Anderson

Re: Takekuma YAKASHIRO.

On April 27, 1942, prior to evacuation, the wife of subject Japanese sold to a Mr. Jacob Jansen poultry for the sum of \$390.00 (Bill of Sale marked).

A letter from the Canadian Bank of Commerce, dated March 18, 1943, follows up this Bill of Sale showing that Mr. Jansen borrowed \$234.00 of this amount from them, leaving an unpaid balance of \$156.00. (Jacob Jansen's Note for \$390.00 with endorsement by the bank showing payment of \$234.00 is attached to their letter).

Mr. Jansen was written on several occasions for payment of the balance due but takes exception to paying.

Mr. Jansen obtained the services of a solicitor, Mr. John Stanton, who was written on September 17th and November 12th for action but he replies on September 29th and November 15th to the effect that he had received no instructions from his client.

Would you please take what action you see fit under the circumstances.

WEA/EO

W. E. Anderson

File Nos. 5451 and 8810.

December 8, 1943.

MEMORANDUM

TO: Accounting Department.

FROM: R. D. Richardson.

Re: Takeguma YAKASHIRO
A Name YAKASHIRO

Ledger Account shows credit balance
\$146.07 carried in the joint account of subject
Japanese.

This should be carried under the single
account of Takeguma YAKASHIRO, No. 5451. Kindly
make the necessary adjusting entries, showing
detail, in File No. 5451.

RDR/RS

5451

November 18, 1943.

Mr. Jacob Jansen,
Ruskin, B. C.

Dear Sir:

Re: T. Yakashiro.

We have been awaiting your decision, following advice given by your solicitor, Mr. John Stanton, whom we have contacted. He advises us that he has received no instructions from you in regards to settling the outstanding balance for purchase of chickens.

We believe that we have allowed you every consideration and courtesy and, unless definite arrangements are made by the end of the month, we will have no other alternative than to take legal action against you in the collecting of the \$156.00, but trust you will realize that the costs to you are what we have been trying to avoid.

Yours truly,

W. E. Anderson,
Farm Department.

WEA/EG

5451

September 17, 1943.

Mr. John Stanton,
Barrister & Solicitor,
501 Holden Building,
16 E. Hastings Street,
Vancouver, B. C.


Dear Sir:

Your letter of September 11 is acknowledged and the conversation between yourself and Mr. Alexander with the writer is confirmed. It is not thought at present that the cheque you produced for inspection relates to the balance of Jacob Jansen's note to Takeguma Yakashiro which is said to be due. This balance appears to amount to \$156.00 which with interest to this date totals about \$171.00. The cheque in question may relate to a payment made on account of the joint banking arrangements made by Yakashiro and Jansen. You are to communicate with the Canadian Bank of Commerce at Mission City, B. C. who have knowledge of the arrangements and payments and will communicate with this office later.

If you find that the claim is justified perhaps you will be good enough to state what arrangements for payment will be made. If you find that the claim is not justified will you be kind enough to furnish details of all credits claimed with the dates of their several payments.

Your further letter will be appreciated.

Yours truly,


F. H. Russell,
Administration Department.

PHR:AS

JOHN STANTONBARRISTER AND SOLICITOR
NOTARY PUBLIC501 HOLDEN BUILDING
16 EAST HASTINGS STREET
VANCOUVER, BRITISH COLUMBIA

EVACUATION SECTION	
Rec'd	SEP 13 1943
File No.	5451
Ans.	
Referred	Alexander

September 11, 1943.

Office of the Custodian,
506 Royal Bank Building,
675 West Hastings Street,
Vancouver, B. C.WITHOUT PREJUDICE

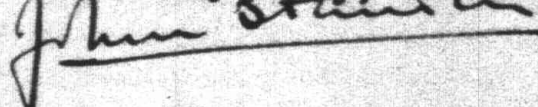
Dear Sirs:

RE: JACOB JANSEN

Further to our telephone conversation of August 31st I have now received from Mr. Jansen a cancelled cheque for \$177.10 with a memorandum on the back written in the handwriting of the teller of the bank at Mission showing that \$102.15 was paid out of this cheque to the bank on account of the chickens.

I hold this cheque for your inspection and would be glad to discuss this matter further with you.

Yours very truly,



JOHN STANTON.

JS:RH

August 25, 1943.

Mr. Jacob Jansen,
Buckin, B. C.

Dear Sir:

Re: Takemura YAKASHIRO

According to our records you agreed to purchase under date of April 27, 1942 from Mr. Yakashiro poultry for \$390.00. On April 30, 1942 you gave Mr. Yakashiro a note for \$390.00 bearing interest at the rate of 7% per annum. The Custodian is holding relative note.

According to information supplied to this office by the Canadian Bank of Commerce in Mission, Yakashiro required 60% of the total of \$390.00 in cash before being evacuated and in order to enable you to make this 60% payment, the Canadian Bank of Commerce advanced you the sum of \$234.00 under a note given by you to the Bank, the note itself being endorsed by the Pacific Co-operative Union. This obligation on your part to repay to the Canadian Bank of Commerce the sum of \$234.00 was met by your making payments to the Bank on June 13, 1942 of \$110.00 and on August 19, 1942 of \$124.00 following which you received the cancelled note you gave to the Bank for a total of \$234.00 and this payment on account of \$234.00 was duly endorsed on your note of \$390.00 in favour of Mr. Yakashiro leaving a balance owing Mr. Yakashiro on principal of \$156.00 and we have no record whatsoever of your having effected payment of said \$156.00 or of interest due at the rate of 7% per annum.

Correspondence on file from you indicates that there is some dispute in connection with this matter. Your letters indicate that you are retaining a solicitor. Please provide us with the name of your solicitor immediately as it is our desire in your best interests to endeavour to settle the matter of the amount of your debt out of court if possible through conferring with your solicitor and with you although we are quite prepared, in the event we are unable to reach an amicable settlement with you, to take the necessary steps to enforce settlement by appropriate means.

Yours truly,

R. P. Alexander,
Manager.

RPA:HA

File No. 5451

Property: T. YAKASHIRO.

Lessee: Aage Nielson

Amount: \$150.00

CANADA
Department of the Secretary of State
Office of the Custodian
Japanese Evacuation Section

PAYMENT ORDER.

To *Pacific Co-op*
Address *Mission*

I HEREBY ASSIGN AND TRANSFER TO THE CUSTODIAN the sum of *150.00*

One Hundred and fifty /100 Dollars out of monies now due and

accruing due or that at any time hereafter may be due in respect to the
proceeds of: *Crop*

to be paid to the Custodian at Vancouver, British Columbia, AND for so doing
this will be your full authority.

IN WITNESS WHEREOF I have hereunto set my hand
and seal this *14* day of *July*, 1943.

SIGNED, SEALED, and DELIVERED
IN THE PRESENCE OF

Signature:

Address:

Wham } *Aage P. Nielson*

ACKNOWLEDGMENT

RECEIPT of the above order acknowledged this day of, 1943.

Signature

OK

Rushin R.C. June 14th 1943
Office of the Custodian

File-5451.
7210. Vancouver, B.C.

EVACUATION SECTION	
Rec'd JUN 15 1943	
File No. 8518 W	
Ans. Antecedent	
Referred	Antecedent

Re Note from Yokohama:
Have little to say I still disagree
with the payments on Chickens I paid the Bank
Between July first and 15th I will be in
Vancouver on business. I am engaging a counsel
to handle my affairs, and from this counsel
you - the Japanese, and the Bank will get
full information. I paid once and that's
enough. I paid the Bank - it's up to the Bank
to come to me - the whole thing looks
very funny to me. This is all till I
interview counsel first half in July.

Yours truly J. Jansen.

Ruskin B.C.

The Custodians Office

Vancouver B.C.

May 25th 1943

EVACUATION SECTION	
Rec'd	MAY 25 1943
File No.	8810
Referred	Anderson

ant

I herewith acknowledge receipt of your letter dated May 19th 1943. Regarding chickens I bought from Yakashiro, I am still saying I paid all money owing on poultry by mail to Yakashiro, to The Canadian Bank of Commerce Mission City B.C. By any chance please find out has the Bank paid any of this money to the Pacific Co-Op, if so kindly advise the Bank to pay that money to Yakashiro that's what I told the Manager what the money was for. It's fully up to the Bank to get this thing straightened out I have done my share I hope that you will understand me and please make the Bank do the straightening out that's where the trouble is. My in Gods name did the Bank give me a note for \$234.00 signed by Mrs H. Yakashiro in my favor, Mrs H. Yakashiro owes me \$234.00 according to the Note.

Mind this note was given to me by the
Teller in the Bank when I asked for my
note I signed for the chickens,
I was in a hurry to gett out as I did not
notice what Note I received until some
time after I had gotten home,

The Bank is the one that, in the wrong
If by any chance some of your ^{officials} should
happen to be out here, to Raskin please
have them call in and gett some plain
understanding I will show him two receipts
and the note. Please call after 6 P.M. as
I may be away working during the day.

Yours truly J. Jansen

OFFER TO LEASE JAPANESE PROPERTY.

File No. 5457

Place

Custodian of Enemy Property,
Vancouver, B.C.

Date Feb 18/43

Re: 2 1/2 NE 1/4 Sec 5 Property.

TP 15

T YAKUSHIRO

I hereby offer to lease the above described property

on the following basis:

Term: From Jan 1 1943 to Dec 31 1943.

Cash Rental: \$ 175⁰⁰ per to be paid as follows:

75⁰⁰ cash Balance July 15/43

Lease to include all land and buildings, - except:

No exceptions.

Other special conditions (if any):

The following taxes will be payable by me:

~~Land & School Taxes:~~

~~Irrigation Taxes:~~

~~Dyking or Drainage Taxes:~~

~~Tolls:~~

~~Domestic Water Rates:~~

~~(strike out those that do not apply)~~

Provided Further that if at any time during the term the hostilities in which His Majesty is presently engaged shall have ceased the Lessor may terminate this lease by giving the Lessee one (1) month's notice in writing to vacate the premises, and such notice having been given this lease shall terminate at the end of the said month notwithstanding that it may not be at the end of the current year of the tenancy.

I recommend that Lease on the above terms be approved.

G. Mackay
Field Supervisor,
Soldier Settlement of Canada.

Full Name: Arge P. Nielsen

Address: 38th Ave

Ruskin B.C.

Arge - Nielsen



FRANK R. COTTON, SHERIFF
NEW WESTMINSTER, B. C.

March 11th, 1943.

Department of the Secretary of State
Office of the Custodian
506 Royal Bank Bldg.,
Vancouver.

Your file No. 3405 -5451

Re Kinyiro Taniguchi

EVACUATION CERT.	
MAR 12 1943	
Rec'd	3405-5451
Ans.	h
Forwarded	Cramer

Dear Sir;

Due to pressure of business and the difficulty in obtaining the required copies of the mortgages I have been unable to submit the mortgages to you until this time. As the documents show, they were given by Kinyiro Taniguchi to the late H.P. McMartin on the N.E. 1/4 sec 5 tp. 15 in consideration of \$1050.00.

There is due the sum of \$528.19 (approximate) at the time of death there was due on principal \$525.00 interest has accrued to the amount of \$253.19 and Taniguchi paid \$250.00. Last payment was made on February 2nd 1942.

It is the duty of the executors to see that this mortgage becomes a paying proposition and we must foreclose if necessary, but no doubt we will hear from you in due course as to what you propose doing on the matter.

Yours truly

Frank R. Cotton

Dear Mr Rusk in B.C.
The Custodian Office Feb 15-16 1943
Vancouver B.C.

EXCEPTION SECTION	
Rec'd	FEB 17 1943
File No.	5451
Ans.	Notes
Referred	Richardson

Sir:-
I am in receipt of your
Feb 11th. I can say I am not on
the Yakashiro place, any more - since
December 1942. I gave full notice to
a Mr Godfree a Soldier Settlement man
if I was to deal through the Co-op. I
was not staying on the place,
The party that's on the place now
claims he dealt with Mr Ure.
Mr Stan Thoresen, Co-op. Supervisor
was at my place to get a written
statement - to me giving up the place
all this is of no value I don't see
any reason for me to deal with Ure
I am therefore sending this to your office
direct

Under date of Febr 3rd I wrote to
your Office regarding, my claim
Against Japanese Landlord
regarding settlement of said claim
up to this date I have not received
any reply, what's the holdup.
I am looking forward for reply
Kindly forward same.

July 19/43

Yours truly J. Jansen.

- Lease to be drawn between New Denmark
Coop Nielsen - whose application is
passed today to Mr. Iverson.

hjt

File No. 3405
5451

NATURE OF ENCUMBRANCE Mortgage or
(registered) Kinjiro (unregistered)
Name of Owner of Property TANIGUCHI, Kinzaemon Reg. No. 13506
Address Whonock, B.C.
Occupation Farmer Age 44
Registered Owner of Property Kinzaemon TANIGUCHI C.T.No. 96482E

Property:

Property Address Mun. Maple Ridge
Legal Description Lot 1 of parcel E of N.E. 1/4 of Sec. 5, Tp. 15, Map
..... 5024, N.W.D. L.R.O. 50090C
Nature of interest Owner APR 14 1943

Particulars of Encumbrance:

Date 16th April, 1923

Parties to document:

Name Kinjiro TANIGUCHI, Takeguma YAKASHIRO, Mortgagors
Address Whonock, B.C.
Name Henry Peter McMartin Mortgagee
Address Sherriff, New Westminster, B.C.

Principal Amount \$650.00
Terms of Payment to be paid 16th April, 1925
..... Rate of Interest 10%

Arrears, if any: Principal Interest

Balance owing as at this date \$528.19 plus \$10.00 Insurance and accrued interest

Standing of Taxes: Arrears Current

Insurance:

(1) Agent D.W. Johnston, 447 Pender St. Vancouver Equitable Fire and Marine
Policy No. 909095 Amt. 500.00 Prem 10.00 Exp. Date Sept. 10, 1944
(2) Agent Company
Policy No. Amt Prem Exp. Date

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

Dated at New Westminster this 13 day of April, A.D. 1943.

CERTIFIED CORRECT:

Frank R. Cotton
(Signature)

SEE
REVERSE
SIDE

16th April 1923.

50090C - This mortgage is guaranteed by Takeguma YAKASHIRO

78604C - Transmission of Mortgage No. 50090C to Frank Ross
Cotton and Arthur Frederick Cotton "In Trust"
Filing No. 69

78604C - Transmission of Mortgage No. 50688C to Frank Ross
Cotton and Arthur Frederick Cotton "In Trust"
Filing No. 69.

This Indenture,

Made (in duplicate) this 5th day of September in the year of our Lord one thousand nine hundred and ~~xxx~~ Twenty-three (1923)

In Pursuance of the "Short Form of Mortgages Act"

Between

KINYIRO TANIGUCHI - Farmer - of Whonnock in the Province of British Columbia.

Insert full Name,
Street Address and
Occupation of each
party.

(hereinafter called the Mortgagor)

of the **FIRST PART**

AND

HENRY PETER McMARTIN - of the Court House in the City of New Westminster, in the Province of British Columbia (Sheriff)

(hereinafter called the Mortgagee)

of the **SECOND PART**

WITNESSETH that in consideration of the sum of Four hundred-----

(\$400.00)-----Dollars of lawful money of Canada now paid by the said

Mortgagee to the said Mortgagor (the receipt whereof is hereby acknowledged), the said Mortgagor

DOTH GRANT and Mortgage unto the said Mortgagee, his heirs and assigns **FOREVER:**

ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster

Province of British Columbia, more particularly known and described as a portion of the North East quarter of Section Five (5) in Township Fifteen (15) and being more particularly described as follows: commencing at the South East corner of the said North East quarter of Section Five (5) Township Fifteen (15) New Westminster District, thence North along the Eastern boundary of the said North East quarter of Section Five (5) Township fifteen (15) New Westminster District for a distance of Eleven and Twenty-five hundredths (11.25) chains; thence West and parallel to the Southern Boundary of the said North East quarter of Section Five (5) Township fifteen (15) New Westminster District for a distance of Twenty-four and Ninety-hundredths (24.90) chains more or less to the centre of Whonnock Creek; thence Southerly and following the meanderings of the said Whonnock Creek to the Southern boundary of the said North East quarter of Section Five (5), Township fifteen (15) New Westminster District, thence Easterly along the Southern boundary of the said North east quarter of Section Five (5) Township fifteen (15) New Westminster District for a distance of Twenty five and eighty-five hundredths (25.85) chains more or less to the place of beginning and containing Thirty (30.00) acres be the same more or less and as shown and

outlined in Red on sketch deposited with charges deposited #43135C in the
Land Registry Office at the City of New Westminster, Province of British
Columbia,

TOGETHER with all buildings, fixtures, commons, ways, profits, privileges, rights, easements, and
appurtenances to the said hereditaments belonging or with the same or any part thereof held or
enjoyed or appurtenant thereto; and all the estate, right, title, interest, property claim and demand of
him, the said Mortgagor, in, to or upon the said premises,
PROVIDED this mortgage to be void on payment of Four hundred
-----Dollars of lawful money of Canada, with interest at
10% per cent. per annum, both before and after maturity, as follows: The said principal sum
of \$ 400.00 is to be paid on the 16th day of April, 1925

interest for the same at the rate aforesaid, payable by equal instalments of \$ 20.00
on the 16th day of October and April
in each and every year
until the principal is paid, without any deduction whatsoever, the first payment of interest to be due
and payable on the 16th day of April 1923.

AND TAXES and performance of Statute Labor.
THE said Mortgagor **COVENANTS** with the said Mortgagee **THAT** the Mortgagor will pay the
Mortgage money and interest and observe the above proviso. **THAT** the Mortgagor will pay as and
when the same may be demanded, all or any tax or taxes that may at any time during the continuance
of this security be levied on the said lands and premises.
THAT the Mortgagor has a good title in fee-simple to the said lands.
AND THAT he has the right to convey the said lands to the said Mortgagee.
AND THAT on default the Mortgagee shall have quiet possession of the said lands, free from all
incumbrances.
AND THAT the said Mortgagor will execute such further assurances of the said lands as may be
requisite.
AND THAT the said Mortgagor has done no act to incumber the said lands. **AND THAT** the said
Mortgagor will not permit a lien to be acquired against the said lands under the "Mechanics Lien
Act" or any amendment thereof.
AND THAT the said Mortgagor will insure the buildings on the said lands to the amount of not less
than their full insurable value in currency.
AND the said Mortgagor doth **RELEASE** to the said Mortgagee **ALL** his **CLAIMS** upon the said
lands, subject to the said proviso.

PROVIDED that the said Mortgagee on default of payment for **One** month
may on **30 days**

notice enter on and lease or sell the said lands, **PROVIDED** that the Mortgagee may distrain
for arrears of interest; **PROVIDED** that, in default of the payment of the interest hereby secured,
or taxes as hereinbefore provided, the principal hereby secured shall become payable.

PROVIDED ALSO, that no purchaser at any sale purporting to be made in pursuance of the aforesaid
power, shall be bound or concerned to see or enquire whether any such default has been made or
continues, or whether any such notice has been given as aforesaid, or as to the necessity or expediency
of the stipulations subject to which such sale shall have been made, or otherwise, as to the propriety of
such sale or regularity of its proceedings, or be affected by notice that no such default has been made
or continues, or notice given as aforesaid, or that the sale is otherwise unnecessary, improper or
irregular; and notwithstanding any impropriety or irregularity, or notice thereof to such purchaser, the
sale as regards such purchaser shall be deemed to be within the aforesaid power and be valid accordingly,
and the remedy (if any) of the Mortgagor, in respect of any impropriety or irregularity whatsoever
in any such sale, shall be in damages only.

PROVIDED that until default of payment the Mortgagor shall have quiet possession of the said lands.

PROVIDED ALSO that any notice or notices to be given under the provisions of this Mortgage may
be effectually given during the lifetime of the said Mortgagor or after his death by leaving such notice
or notices with some person on the said lands, if occupied, or by posting the same thereon, if unoccupied,
or at the option of the Mortgagee by publishing the same in two consecutive issues of some
newspaper published or circulating in the **City** of **Vancouver**

and such notice or notices shall be sufficient, though not addressed to any person by name, and
notwithstanding any person to be affected thereby may be unborn, unascertained or under disability.

AND it is hereby agreed that in the event of the Mortgagor failing to pay any taxes or Mechanic's
Liens as aforesaid, the Mortgagee may pay the same and the amount so paid shall forthwith become
part of the principal hereby secured, and be a charge on the said lands in favour of the Mortgagee,
carrying interest at the rate aforesaid, prior to all claims thereon subsequent to these presents, and
shall be payable forthwith.

THE ATTACHED MORTGAGE IS A TRUE COPY OF THE ONE BETWEEN KINYIRO TANIGUCHI
AND HENRY PETER McMARTIN DATED SEPTEMBER 5, 1923.



A Notary Public in and for the
Province of British Columbia

MARCH 15, 1943.

Signature of Witness

Street Address

City or Town

Occupation of Witness

D.W. Johnston

as to both

signatures

Kinjiro Taniguchi

Takaguma Yakashiro

Subject to a registered Mortgage dated the 16th of April 1923 for \$650.00
in favour of Henry Peter McMartin....

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

September 14, 1949

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

PLEASE REFER TO FILE NO.

3212-179

Mr. D. T. Braidwood,
c/o Messrs. Sutton, Braidwood & Morris,
506 Royal Bank Building,
Vancouver, B.C.

Dear Mr. Braidwood:

Re: Settlement Awards,
YAKASHIRO, Takekuma,
Case #779, Custodian
file #5451

We acknowledge with thanks your
letter of September 12th with amended analysis,
and would advise as follows:

Real Property - We refer you to our letter of
August 12th

Miscellaneous Chattels - In so far as your award
goes we are prepared to agree to the same but with-
out prejudice to the claimant's rights with respect
to the following:

Goods left with Agent	\$ 90.75
No Record at any time	50.00
Abandoned	137.00

In addition, of course, the claimant is entitled
to recovery of the harness stored at the Pacific
Co-op Union, or in the alternative to have an award
made with respect to this property as well.

Yours truly,

VIRTUE, RUSSELL & MORGAN

Per 

WSR/mvf

XXXXXXXXXXXX

XXXXXXXXXXXX

506 Royal Bank
Building,

3212-179

12th September 1949.

A.G. Virtue, Esq.,
McFarland Building,
Lethbridge, Alberta.

Dear Sir,

Case No. 779 - Takehuma Takashiro

I have your letter of the 12th August and note the
comments contained therein. I am forwarding you herewith an amended
analysis which I believe will be self explanatory as to the questions
raised by yourself concerning chattels.

Yours very truly,

File No. 5451

August 30th, 1949

MEMORANDUM

TO: MR. D. T. BRAIDWOOD

FROM: MR. GOOD

Re: Takekuma YAKASHIRO, Case 779
Mr. Virtue's letter of August 12th

Miscellaneous
Chattels:

I think if you send Mr. Virtue copy of the amended analysis form he will have no difficulty following the figures on our award sheet.



BG:BK

VIRTUE, RUSSELL & MORGAN

BARRISTERS, SOLICITORS
AND NOTARIES PUBLIC

McFARLAND BUILDING, OPPOSITE COURT HOUSE

LETHBRIDGE, ALBERTA

August 12, 1949

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

PLEASE REFER TO FILE NO.

3212-179

Mr. D. T. Braidwood,
c/o Messrs. Braidwood, Sutton & Morris,
506 Royal Bank Building,
Vancouver, B.C.

Dear Mr. Braidwood:

Re: Settlement Awards; YAKASHIRO,
Takekuma, Case #779, Custo-
dian file #5451

Real Property - We are prepared to approve settlement
on the usual basis with respect hereto.

Miscellaneous Chattels - We have not been able to
follow your calculations under this heading and shall
require further particulars.

Yours truly,

VIRTUE, RUSSELL & MORGAN

Per 

WSR/mvf

5. LEGAL DESCRIPTION OF PROPERTY: Parcel 1.

(If more than one parcel, list each separately, beginning as Parcel 1, Parcel 2, etc. with following particulars covering each parcel separately on individual sheets)

Lot Two (2) of Parcel "E" of the North East Quarter of Section Five (5) Township Fifteen (15) Map Five Thousand and Twenty-four (5024) in the District of New Westminster.

- (a) Nearest Post Office adjacent to land. **Ruskin, B.C.**
 (b) Number of acres:
 (c) When purchased: **1918**
 (d) Condition when purchased: Give improvements and values in detail as of date of purchase)

Bush land

No Buildings

(e) Purchase Price \$ **1500.00**

6. IMPROVEMENTS:

(a) Clearing	13 acres at \$.....per acre	\$ 2340.00	
(b) Fencing	800'	\$ 31.00	
(d) Drainage)		\$ 300.00	
(c) Tillage		\$ 12.00	
(e) Weed Eradication		\$ 285.00	
(f) Planting	4 acres strawberries	\$800.00	\$
	1 1/2 acres raspberries	225.00	\$
	1/2 acre blackberries	197.50	\$
(g)	1 1/2 acres asparagus	150.00	\$
	1/2 acre boysenberries	37.50	\$ 1300.00
(h)	50 fruit trees	50.00	\$
	Total	1300.00	\$ 3268.00
	Carried Forward		\$ 4748.00

Brought forward

\$ 4768.00

(i) Buildings:

ITEM	SIZE	YEAR BUILT	MATERIAL COST	LABOR COST	COST (TOTAL)
Dwelling house	24 x 28	1930	250.00	150.00	400.00
Pickers' cabin	16 x 24	1932	95.00	45.00	140.00
Pickers' cabin	16 x 30	1935	100.00	60.00	160.00
Wood shed	18 x 30	1937	64.00	36.00	100.00
Packing house	15 x 30	1938	31.00	24.00	55.00
Packing house	15 x 24	1938	24.00	21.00	45.00
Bath house	10 x 14	1930	32.00	18.00	50.00
Hen house and wheat room	20 x 72	1932	305.00	165.00	470.00
Hen house and wheat room	22 x 60	1934	250.00	150.00	400.00
Hen house and wheat room	12 x 20	1941	265.00	165.00	430.00
Hen house	20x72 10x18	1939	125.00	75.00	200.00
Barn	18 x 36	1938	110.00	90.00	200.00
Elec. fixtures	34 x 26	1938			156.00

Total Cost of Buildings

2706.00

2706.00

Total Cost of Land and All Improvements

\$ 7474.00

Fair Market Value

\$ 3650.00

Sold by Custodian for

\$ 1487.00

Loss Claimed on Parcel 1

\$ 4163.00

8. Assessment for 1942:

Land \$ 900.00

Improvements \$ 1100.00

Total \$ 2000.00

9. Appraisal or Valuation (by Custodian):

Lands	\$	814.15
Improvements	\$	900.00
Total	\$	<u>1514.15</u>

10. Rental Value per Year: \$ **500.00** (see lease)

11. Fire Insurance on Buildings: **NONE**

(List amount on each building):

.....	\$
.....	\$
.....	\$
.....	\$

12. Documents in Support:

(a) Photographs:

(b) Deeds

(c) Agreements to Purchase

(d) Leases **Yakashiro to Jansen**

(e) Insurance Policies

(f) Correspondence

(g) **Certification of Title # 107156 E**

(h) **Statement of Sale Price of Property** Dated May 27, 1944

Parcel 2:- (Add additional sheets if necessary)

(Give exactly the same information as in paragraphs 5 to 12 above)

13. SUMMARY OF LOSSES ON REAL PROPERTY:

Parcel 1\$ **4163.00**

Parcel 2\$

Parcel 3\$

Parcel 4\$

TOTAL:

\$ 4163.00

PERSONAL PROPERTY:

Item	Year Purchased	Price Paid	Value	Remarks
1 heater			5.00	
4 beds	1925-36		95.00	
1 kitchen stove	1930		70.00	
1 kitchen stove	1941		35.00	
1 kitchen stove			25.00	
shelves	1931		15.00	
50 piece set Jap. dinner-ware	1924		65.00	
12 piece set Silverware	1934		25.00	??
Aluminum & steel pots, teakettles, pans, buckets etc.			34.00	
10 chairs			17.50	
5 tables			12.00	
6 case canning jars			14.00	
food chopper			1.50	
clay bowls			2.00	
lampstand			4.00	
2 wash tubs			3.50	
2 iron			7.50	
washing machine	1940	165.00	165.00	7- pd 159 ⁿ
2 electric brooder stoves	1942	90.00	90.00	?
coal brooder stove	1932	40.00	40.00	
3 shovels	1942		6.00	
4 hoes			3.50	
4 saws			35.00	??
gauge			6.00	
1 scales			17.50	
3 picks			10.00	
2 hammers			6.00	
2 grass scythe with handle			7.00	
3 axe			16.00	
4 spraying machine			18.00	
plough	1930	22.50	22.50	???
cultivator	1935	17.50	17.50	
harrow	1930	15.00	15.00	
harness	1930	40.00	40.00	
cables and blocks	1934	50.00	50.00	

"value" means what I paid.

TOTAL

\$ 1016.00

996.00

20.00

Correct additions
error

(Add additional page if necessary)

(If claim for vessel describe on separate sheet numbered 6A)

7

PAYMENTS RECEIVED FROM CUSTODIAN ON
PERSONAL PROPERTY

Item:

Year:

Month:

Amount.

Total: \$ 224.00

Total Claim for Personal Property \$1016.00

Deduct Payments from Custodian \$ 224.00

Net Loss on Personal Property \$ 792.00

I Certify the above to be True and Correct.

.....
Witness

.....
Signature of Claimant.

CASE NO. 779.

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

JAPANESE PROPERTY CLAIMS COMMISSION

B E F O R E

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

10

Lethbridge, Alberta,

October 12th, 1948.

IN THE MATTER OF THE CLAIM OF
TAKEKUMA YAKASHIRO.

PROCEEDINGS AT HEARING.

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APPEARANCES:

G.E.A. RICH? Esq., K.C.,

appearing for the
Dominion Government.

W.S. RUSSELL, Esq.,

appearing for the
Claimant.

MISS LILLIE THOMAS,

Secretary.

D.J. HANDFORD, Esq.,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

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T. Yakashiro,
In Chief.

THE SECRETARY: Case No. 779, Takekuma Yakashiro.

TAKEKUMA YAKASHIRO, the claimant herein,
being first duly sworn, examined
through the Interpreter as follows:

DIRECT EXAMINATION BY MR. RUSSELL:

Q Mr. Yakashiro, I am showing you a summary of evidence
in support of claim? A: Yes.

Q You gave instructions that this form be prepared?

A Yes.

10

Q And you supplied the figures and the information
included in the form? A: Yes.

Q And you signed the form there?

A Yes.

Q The same is true to the best of your knowledge,
information and belief? A: Yes.

(SUMMARY MARKED EXHIBIT NO. 1).

Q This land you are claiming contains thirteen acres,
is that right? A: Yes.

Q And you say you paid \$1500.00 for this land?

20

A Yes.

Q There were no buildings and it was bushland when
you bought it?

A: It was just bushland,
no buildings.

Q What did your neighbours pay for their land in this
area?

A: At about that time

it cost about \$100.00 an acre.

Q That was the going price, was it?

A Yes.

Q You say it cost you \$2340.00 to clear thirteen
acres?

A: Yes, that is what I

30

3
T. Yakashiro,
In Chief.

believe; that is what I think.

Q What all did you have to do in order to clear these thirteen acres of land?

A I cut down the trees, cleared all the weeds and grass, and then cleared out the stumps.

Q How big would the stumps be?

A I can't say on an average because there were very small ones and there were large ones up to five feet in diameter.

10 Q How would you get these large stumps out? What would you do? A: By use of stump powder and then burning.

Q Did you use horses in anyway?

A Yes.

Q What use would you make of horses?

A They were used to pull away the stumps, pull out the stumps.

Q Did you have horses of your own?

A Yes.

20 Q And were those the horses that you used?

A Yes.

Q Did you do this clearing yourself, or how was it done?

A: Yes, I did it myself.

Q How about the drainage, who did that?

A I did that myself too.

Q What about the planting of four acres of strawberries?

A Yes, I did that myself.

Q Where did you get the plants?

A I bought them.

30 Q Well, did it cost you \$200.00 an acre for strawberry

4
T. Yakashiro,
In Chief.

plants?

A: Yes. That isn't
just for the plants, that is for the labour of
planting them as well.

Q I was just wondering how much your strawberry plants
would cost themselves? A: I don't remember
clearly now, but I believe they are about \$20.00
a thousand.

Q And of the type that you planted, how many thousands
would you put in in an acre?

10 A About 7000 or 7500 an acre.

Q Who did the building of all of these buildings
on the land? Were they erected by you?

A I built those myself.

Q Who paid for the material? A: I paid for the
material.

Q I notice in 1928 you paid \$156.00 for electrical
fixtures; what sort of fixtures were these?

A That was the cost of bringing electricity into the
house, and the wiring around the house, and the
labour connected with the work.

Q I believe you leased this land, did you not? You
leased it to someone? A: When I came away?

Q Yes? A: I don't remember
the name accurately, but I think it was leased to
a man named Densen.

Q You mean Jansen?

MR. RICE: Jansen.

MR. RUSSELL: Q: Do you know what the rental was?

A I got \$500.00 for the crop, but the house and
fixtures were loaned more or less free of charge.

T. Takashiro,
In Chief.

Q I see. Now, on page 6, in your claim for personal property, you list a lot of items but you don't give us any information as to the year purchased in a number of them, nor of the price that you paid for them. How do you establish the value of these items?

A: Some of the things I bought fifteen years ago and some as far back as twenty years ago; I don't remember all the details, but I have some papers with me now. I suppose I am not to look at them.

10

Q No. But how did you establish the value? For example, the first item is "1 heater" and you say it is worth \$5.00; you don't say when you purchased it or what you paid for it. How do you know it was worth \$5.00?

A: Isn't the purchase price included there?

Q No.

A: These are the prices paid (indicating). Those are the price I paid.

20

THE SUB-COMMISSIONER: Q: That is, under the column "value"?

A: Yes.

Q In other words, the value that he has placed on all these articles is the amount that he paid for them?

A: Among these are some which should be depreciated, but I don't know how much. On the other hand, there is some, such as the first one mentioned, the stove, I only bought that the year before I left, and I think it was worth \$5.00, the same amount that I paid for it.

30

T. Yakashiro,
In Chief.

THE SUB-COMMISSIONER: Well, from that I take it that the figures in the "value" column are what he paid for those different articles. That is what he said.

MR. RUSSELL: Yes, that is what he said.

Q You say that you valued the heater in 1942 at \$5.00; that is what you paid for it, and that is also what you valued it at, is that correct?

A That is what I think personally. I just used it for one winter, and that is my own opinion.

Q You show four beds which were purchased between 1925 and 1936, and then, according to what you said, the cost was \$95.00?

A: Yes, that is the purchase price, but I replaced the mattresses a couple of years before evacuation and the springs were all in good shape.

Q What value do you put on those beds in 1942?

A I don't know what the value would be; that is why I haven't the prices down.

Q Well, if you don't know the value what claim are you making for those four beds?

A Well, the \$95.00 that is on the form.

THE SUB-COMMISSIONER: I wonder what kind of a washing machine that was that he paid \$165.00 for, Mr. Russell.

MR. RUSSELL: Q: What kind was the washing machine that you bought in 1940 for \$165.00?

A It was a big one; I don't know the maker's name.

Q Was it gasoline, electric, or hand?

A: It was an electric one with a motor attached.

T. Yakashiro,
In Chief.

Q Did it have a wringer?

A: Yes.

THE SUB-COMMISSIONER: He does not know the name of it?

MR. RUSSELL: No.

A I have forgotten.

Q When did you buy the washing machine? Or where, I mean?

A In Vancouver. I have forgotten the name of the company, but it was a store in Vancouver recommended by a Japanese friend.

Q Was it bought new?

A: Yes.

Q It is a little difficult to know what to do with this claim.

THE SUB-COMMISSIONER: You will have to leave that one to the government.

MR. RUSSELL: Beg pardon, sir?

THE SUB-COMMISSIONER: You will have to leave it to the government, I guess.

MR. RUSSELL: Q: You say the total of this value column is really the total of what you paid for these items?

A Yes, these are the purchase prices.

Q All right, that is all.

MR. RICE: I am submitting, your Honour, that the real estate was sold for its fair market value. I am submitting that the chattels ^{that} were sold by the Custodian were sold for their fair market value.

I am submitting that the claimant turned over his property to persons other than the Custodian and the Custodian is not responsible for their loss. I am submitting if the Custodian is responsible in any manner for any of the claimant's property, the claim made to the same is exorbitant.

8
T. Takashiro,
Cross Exam.

I wish to tender the following exhibits: Farm appraisal report.

(APPRAISAL REPORT MARKED EXHIBIT NO. 2).

MR. RICE: A tax statement for the year 1942 for the District of Maple Ridge, showing the land to be assessed at \$900.00 and the improvements at \$400.00, I mean \$1100.00. Land \$900.00; improvements \$1100.00.

(STATEMENT MARKED EXHIBIT NO. 3).

MR. RICE: Real property summary and an analysis of claim; they will go in as one exhibit.

(DOCUMENTS MARKED EXHIBIT NO. 4).

MR. RICE: An analysis of personal property claim, to which is attached three sheets.

(DOCUMENTS MARKED EXHIBIT NO. 5).

MR. RICE: A personal property summary.

(SUMMARY MARKED EXHIBIT NO. 6).

CROSS EXAMINATION BY MR. RICE:

Q I show you a J.P. form dated the 22nd of April, 1942, purporting to be completed by you; will you look at that document and tell me if you completed it and signed it?

A: Yes.

MR. RICE: I tender the J.P. form.

(J.P. FORM MARKED EXHIBIT NO. 7).

MR. RICE: Q: You completed and swore a proof of claim form in November, 1947, sworn to on the 17th of November; will you look at that document and tell me if that was completed and sworn to by you?

A Yes.

MR. RICE: I submit the proof of claim form as an exhibit.

T. Yakashiro,
Gross Exam.

(PROOF OF CLAIM MARKER EXHIBIT NO. 8).

MR. RICE: Q: I show you a letter, apparently written by you to the office of the Custodian from Iron Springs, Alberta, on May 16th, 1946 (indicating); was that letter written by you or for you under your instructions?

A: That was probably my daughter. What does it contain?

Q: Was the letter written for you by your daughter?

A: He said it was probably written for him by his daughter. What does it contain?

Q: I will read it. The document doesn't bear your signature, or does it?

A: No, that is not my signature.

Q: It is not your signature? A: No.

Q: The letter reads,

"We have received your letter dated May 8th requesting the description of our washing machine.

"Electric washing machine, white enamel, has the picture of the Royal Family. Bought it in the yr. 1940, paid in full, the amount of \$159.00. Still kept it new. With the machine two square wash tub and one bench. The name of the machine has the 'Beauty Bros.' We have left two new brooders, would like to know what happened to it. Also about the farmers tools we left in the chicken house 16 x 26 ft.

"We also have received the amount of \$200.00 but it isn't enough for buying beds, mat-

T. Yakashiro,
Gross Exam.

tresses and clothes, also farming utensils. In B. C. we had borrowed the B. C. Security Commissions so it was all right, but in Alta, since we left the hoes, shovels and many others things, we can't get along with 200. So please send us the rest that's left.

"Would like to have the answers to the things we have left. So please give us our answers as soon as possible.

"Thank you

"Sincerely Yours

"Takekuma Yakashiro".

A Yes, I think I recollect.

Q The \$200.00, you should remember about that, if you wrote and complained about the \$200.00?

A Yes, my daughter wrote it.

Q Your daughter wrote that letter for you and on your instructions?

A: Yes.

MR. RICE: I will tender the letter as an exhibit.

(LETTER MARKED EXHIBIT N O. 9).

MR. RICE: Q: Have you valued your land in the same manner that you have your chattels? That is, what you paid for the same?

MR. RUSSELL: I think the answer to that is clear, sir. The cost is shown and the fair market value is shown on this land.

MR. RICE: It might have worn out. The buildings would wear out some, surely; there should be some reduction.

MR. RUSSELL: He reduced it \$1800.00; that should take

T. Yakashiro,
Cross Exam.

care of some depreciation.

MR. RICE: It wouldn't take care of as much as he could write off for income tax.

MR. RUSSELL: It would.

MR. RICE: Oh, no, not five per cent.

MR. RUSSELL: Oh, yes, five per cent a year. He has reduced his claim by \$1600.00, and the buildings cost \$2700.00.

MR. RICE: He should write off forty per cent.

MR. RUSSELL: That is sixty per cent.

A Well, that is my estimate of the value. I bought it for \$1500.00 and put all the improvements on it and cleared it and everything else.

MR. RICE: Q: Why would the assessor at Maple Ridge only value the property that you value at \$5650.00, why would the assessor value it only at \$2000.00 for taxation purposes, about one-third of what you say it is worth?

A: The tax people always tax the land much cheaper than it is worth. You couldn't buy land anywhere at the price at which the land is assessed by the tax people.

Q Do you always buy it about one-third of what it is worth, or is it always assessed at one-third of what it is worth?

A: You can buy land cheaply at a tax sale, but I have never heard of anybody buying land as cheap as the tax assessment.

Q Well, would there be any chance of you having your values a little high?

A No, I don't think it is high.

Q You don't think it is high? A: No.

T. Yakashiro,
Cross Exam.

Q Well, why did you raise the value of the washing machine that you only paid \$159.00 for to \$165.00?

A I think that \$159.00 was the list price and the difference is through buying it on the installment plan.

Q In your letter you said it cost you \$159.00 and you paid for it in cash; why do you value it today at \$165.00?

A: It was bought on the installment plan, and when the last payment was made I figured it was the same as a cash purchase. The letter was written by my daughter, and sometimes she doesn't understand ^{difficult} Japanese words and gets mistaken as to what I say.

Q That is, she got \$165.00 mixed up with \$159.00, is that right?

A: Yes, there is a misunderstanding in the language, I think.

Q Well, the rest of these prices that you have given in your summary of evidence for the chattels, are they installment prices or are they the real prices that you paid, or do you know?

A: These are practically all cash prices, purchase prices.

Q But the washing machine is an installment price?

A Yes.

Q And you have already stated you didn't know the value of these chattels at the time you were evacuated?

A No, I found it impossible to estimate market prices, so that I put in the purchase prices.

Q Well, you shouldn't take any objection then to the prices that the Custodian obtained for the same.

THE SUB-COMMISSIONER: Exhibit 9 says "Bought it in the

T. Takashiro,
Discussion.

year 1940, paid in full, the amount of \$159.00, still kept it new; with the machine two square wash tub and one bench. The name of the machine has the 'Beatty Brothers'." That would indicate that he had paid in cash.

MR. RUSSELL: It would seem so.

THE SUB-COMMISSIONER: Yes.

MR. RUSSELL: Just one question.

THE SUB-COMMISSIONER: Yes, all right.

10

MR. RUSSELL; Q: With the washing machine did you get this bench that you speak of? Was it part of the washing machine or was it extra?

A I don't remember exactly, but it may have been part of the set.

Q You don't remember exactly? A: No.

Q All right.

THE SUB-COMMISSIONER: That is all.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

20

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

set
"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.

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Defence Brief
Takekuma YAKASHIRO

LETHBRIDGE
12 Oct. 48
V.L.A.

File No. 5451

Case No. 779 ✓

REAL PROPERTY CLAIM

1. Real Property Claim

\$5650.00

Appraised at

\$1514.15

Sold for

\$1487.00

Witness: D. Dodding, Appraiser.

PERSONAL PROPERTY CLAIM

2. Chattel Claim

Revised
\$1016.00 Ex. 1 Page 6
Less 20.00 error in addition.
996.00 gross claim.

(a) Goods valued by claimant at 619.75 Sold by auction for 217.55

Witness: C. Spencer Pallot, Auctioneer
R.M. Anderson, attended sale ✓

(b) Goods valued at \$15.00 Sold with real property.

(c) Goods valued at \$43.50 Lost, destroyed or stolen.

Inventoried but missing when goods
taken to Auction.

Witness: R. M. Anderson. ✓

(d) Goods valued at \$90.75 Left under the custody, control or
management of someone other than
the Custodian, appointed by the
owner. See J.P. Form "Left in
house for use of tenant".

Claimant leased the place previous to
evacuation to one Jansen including chattels.

(e) Goods valued at \$50.00 Undeclared and not found.

Witness: E. Carlsen
R. M. Anderson

(f) Goods valued at \$137.00 Abandoned.

Witness: R. M. Anderson ✓

(g) Goods valued at \$40.00 Stored at P.C.U. A

Witness: Ure.

Note: Carlsen & Anderson who took the inventory March 43 valued the goods exclusive of washing machine at \$10000. (100.00)
The washing machine sold for \$120.00 and the rest of the goods for \$100.55 at auction in Oct. 44. Trans. 4 line 21 et seq, Claimant says he leased to Jansen @ \$500.00 for the crop. The house and fixtures were loaned more or less free of charge. Trans. 5 line 21. The value placed on the chattels by claimant is the amount paid for them --- quite a few were bought in 1930 ---
Trans. 7 line 10 by Russell.- "it is a little difficult to know what to do with this claim."
Trans. 9 line 15. The washing machine including 2 tubs and a bench were bought for \$159.00. He claims 165.00 for washing machine and 3.50 for the tubs.

Submission:

That the real estate was sold for its fair market value.
That the chattels that were sold by the Custodian were sold for their fair market value. That the claimant turned over his property to persons other than the Custodian and the Custodian is not responsible for their loss.
That if the Custodian is responsible in any manner for any of the claimant's property, the claim made is exorbitant.

RWN/mw

Name of Claimant

YAKASHIRO, Taketsumu

Custodian File

5451

Case

779

REAL PROPERTY

Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)		V.L.A. Mission Village		Total
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	
					1487.	1781.50			1781.50

PERSONAL PROPERTY

Motor Vehicles		Boats and Boat Gear					
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Not Found & Recorded Now Missing	45% of amount in next preceding column

NETS

Total award for Nets plus Sale Price	Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing	Percentage Total Award to Total Claim	Claim for Nets Sold Declared Not Found, & Recorded Now Missing	Apply % ratio to Claim	Deduct Custodian Sale Price

MISCELLANEOUS CHATTELS

Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price
619.75	217.55	65.26	35.09%	300.00	105.27		
							170.53
TOTAL RECOMMENDATION							1052.11