Name of Claimant OKABE Denjiro Case 491

Custodian File

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 Total	Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Amount	
					94.00		47.34				65.44
					2062.00		2355.00				47.34
											2355.00

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	
406.25	132.95	39.88	32.72%	1285.95	420.76	52.00	6.24	466.88

TOTAL RECOMMENDATION 2934.66

CASE NO: 491.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
March 31st, 1948.

IN THE MATTER OF THE CLAIM OF
DENJIRO OKABE.

PROCEEDINGS AT HEARING.

Original

CASE NO: 491.

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

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

Lethbridge, Alberta,

March 31st, 1948.

IN THE MATTER OF THE CLAIM OF

DENJIRO OKABE

PROCEEDINGS AT HEARING.

APPEARANCES:

J.W.G. HUNTER, Esq.,	appearing for the Dominion Government.
W.E. HUCKVALE, Esq.,	appearing for the Claimant.

A. WATSON, Esq.,	Secretary.
D.J. HANDFORD, Esq.,	Official Interpreter.
S.R. HOWARD, Esq.,	Official Reporter.

MR. HUCKVALE: The next case is Denjiro Okabe, which is No. 37 on the list, my lord.

THE SECRETARY: Case No. 491, Denjiro Okabe.

DENJIRO OKABE, the claimant herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q You are Denjiro Okabe? A: Yes, sir.

THE COMMISSIONER: I observe that you are making a claim under parcel 3?

MR. HUCKVALE: Yes, sir.

THE COMMISSIONER: In respect of a leasehold.

MR. HUCKVALE: That is correct, sir.

THE COMMISSIONER: Are you suggesting that the leasehold was sold by the Custodian?

MR. HUCKVALE: No, there is no disposition shown on his file whatsoever.

THE COMMISSIONER: Well I have held previously, Mr. Huckvale, that the terms of reference do not permit me to deal with claims of this description.

MR. HUCKVALE: The only point there, sir, is that it was a long term lease which had some eight years to run.

THE COMMISSIONER: Yes.

MR. HUCKVALE: And it had been planted and cultivated and some very valuable plants put in the place.

THE COMMISSIONER: Well that might well be a matter for consideration as to whether you would go back to the Executive Council for a broadening of the terms of reference.

MR. HUCKVALE: Perhaps I could put it in now, sir, and if

there was any argument necessary, it could be brought up later.

THE COMMISSIONER: No, I am not disposed to hear claims that on the face of them I do not consider fall within the terms of reference, unless you can convince me t that they do come within the terms of reference.

MR. HUCKVALE: I am not ready to argue fully on that now, sir.

THE COMMISSIONER: I have dealt with these questions earlier, I can tell you, Mr. Huckvale, and I have heard arguments presented while we were in Vancouver, and when the matter was dealt with fully there by counsel.

MR. HUCKVALE: What annoys me, sir, and the claimant as well, is that it is fully set out in the J.P. form, and there might be some excuse that I am not aware of but there is nothing whatever done with it by the Custodian and it is a very valuable piece of property producing valuable crops and it all disappears into thin air.

THE COMMISSIONER: However, it does not come within the terms of reference.

MR. HUCKVALE: If your Lordship will note it, I would like to file it now.

THE COMMISSIONER: I will certainly make a note of it and refer to it at the time I come to make my report.

MR. HUCKVALE: That is all I would ask you to do, sir, and only for that purpose would I file the form so that you would have the particulars of it.

THE COMMISSIONER: Very good. In the meantime we will

take it that I will disallow the claim in respect of the leasehold as being outside of the terms of reference, but, as I have stated to counsel, I will report the fact of the claim having been made to the Executive Council when my report goes in.

MR. HUCKVALE: Thank you, sir.

Q Withrespect to your first and main parcel of real property, Mr. Okabe, did you instruct me to prepare this form (indicating)? A: Yes.

Q And that is your signature?

A Yes.

Q And it is true to the best of your recollection, knowledge and belief? A: Yes.

MR. HUCKVALE: I tender that form, sir.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: Now, perhaps, at this time, my learned friend would file the appraisal with respect to this property, this one parcel.

THE COMMISSIONER: This statement that you are now putting in relates only to parcel 1, does it?

MR. HUCKVALE: That is correct, sir. That appraisal form will be marked Exhibit 2, I take it.

(APPRAISAL FORM MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: Mr. Okabe, you have had read to you this farm appraisal report, is that correct?

A Yes.

Q The appraiser says that you told him your house cost $4000.00. What have you got to say about that?

A Somebody from the Custodian, or some other organization, came to the house and asked me how much the house

had cost, and I told him $4000.00, but that after that I had done a number of repairs and alterations.

Q And how much did that additional work cost you after you made this statement?

A An additional $1500.00.

Q I show you three photographs here. Is that this house we are talking about? A: Yes.

Q Yes. A: This is a side view, and this a view from the front.

Q And the other is a view of the general farm layout, is it? A: Yes, that is a photograph of the general farm layout.

Q Now when were those three photographs taken?

A 1942.

MR. HUCKVALE: May I tender those as one exhibit, sir.

(3 PHOTOGRAPHS MARKED EXHIBIT NO. 3).

MR. HUCKVALE: I would just like to comment at this time, sir, that the appraiser valued the house at $3500.00, and then gave a total value of some other buildings of $720.00, making a total of $4,020.00, and then he says that the total value of the buildings adds to the value of the farm of only $1500.00.

THE COMMISSIONER: I have read that. I presume what he means is this, Mr. Huckvale, that if one were to look for a buyer for the farm, the fact that there was $4000.00 worth of buildings , it wouldn't make it possible to get the value out of the buildings plus what the farm was worth. In other words, the building is too good for the farm.

MR. HUCKVALE: I can't understand that in view of his later

comment.

THE COMMISSIONER: Well, you will have an opportunity to cross-examine him at a later stage.

MR. HUCKVALE: And he goes on here to say later, "Here we are looking at a highly developed property. One on which there has been a good Japanese farmer for the past 30 years or better".

THE COMMISSIONER: Yes, I see that.

MR. HUCKVALE: Now, I comment, too, sir, that the appraiser has neglected entirely the brooder house and the two roothouses that were on this place. He apparently has completely over-looked them.

Q Did you get all your income, Mr. Okabe, from this farm?

A Yes.

Q And that has been true for how long before 1942?

A About twenty years.

Q And have you brought up your family out of the proceeds of this farm? A: Yes.

MR. HUNTER: That is stated in Exhibit 1, my lord.

MR. HUCKVALE: Yes.

Q Now, can you tell me what the condition of your strawberry plants was at the time you left?

A They were in good condition as shown in the photographs.

Q Well did they have a life ahead of them or were they in their last stages? A: They had a considerable life in them after I was evacuated, yes.

Q And is that true of the raspberry, the bramble berries, and the logans? A: Yes, they should have been good for some years.

Q Now what about the asparagus? What life did it have ahead of it at the time you left?

A About 5 or 6 years.

Q I take it all those plants and berry trees you mentioned were healthy at the time you left?

MR. HUNTER: My lord, while I realize the answer to that is inevitable, I think he is leading a little too far.

MR. HUCKVALE: I can show you the picture of them.

THE COMMISSIONER: I think, Mr. Huckvale, that you have got everything in your statement, Exhibit 1. It seems to me to be mere surplusage to repeat it but I won't stop you.

MR. HUCKVALE: I want to get that the plants had a life of some years and therefore added a value to the land itself.

Q I want to show you two pictures, Mr. Okabe, marked 1939. Is that a picture of your strawberry crop?

A Yes.

MR. HUCKVALE: I tender those, sir.

(2 PHOTOGRAPHS MARKED EXHIBIT NO. 4).

MR. HUCKVALE: Q: Now, what disposition did you make of this farm, part 1, at the time of evacuation?

A I sold the 1942 crop.

Q Did you rent the farm to anybody?

A No, I did not.

Q Now with reference to your second parcel of real estate, have you instructed me to prepare that form?

A Yes.

Q And is that your signature?

A Yes.

Q And is that form true and correct?

A Yes.

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Q: Was that farm, No. 2, that piece of property, was it near your main farm?

A Yes, it was about one block away.

MR. HUCKVALE: Perhaps my friend wouldproduce on behalf of the Crown the appraisal of the second parcel.

(APPRAISAL MARKED EXHIBIT NO. 6).

MR. HUCKVALE: Now with reference to the third parcel, sir, may I ask the witness if that is a correct statement and I will file it for the purposes which were mentioned?

THE COMMISSIONER: All right.

MR. HUCKVALE: Q: With reference to the property that you leased from Annie Goodchild, did you ask me to prepare that form? A: Yes.

Q And is that your signature?

A Yes.

Q And is that form true and correct?

A Yes.

MR. HUCKVALE: I will file that one, sir.

(STATEMENT MARKED EXHIBIT NO. 7).

MR. HUCKVALE: Q: Now, you also made a claim, Mr. Okabe, with respect to some personal property and you attached an inventory of that to your original claim?

A Yes.

Q I haven't got this signed yet. Will you tell me whether you instructed me to prepare that claim with

reference to Personal chattels? A: Yes.

Q Would you sign that form now, please?

A (Witness complies).

Q And is that form true and correct?

A Yes.

MR. HUCKVALE: I tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 8).

MR. HUCKVALE: Now, perhaps my learned friend would be good enough to file the claims anlysis, sir.

(ANALYSIS MARKED EXHIBIT NO. 9).

MR. HUCKVALE: I note in this analysis, sir, that no inventory appears to have been taken by the Custodian, or if one was, it isn't shown on the analysis.

Q Now, do you know a man named Frank Harms?

A Yes.

Q Did he have possession of your property after you left? A: No, I merely sold the crop to him.

Q Well, didn't you enter into a written agreement with him? A: A crop agreement.

Q An agreement of some kind?

A Yes.

Q Did you have anything todo with a man named Frank Morrison? A: No, I don't know him.

MR. HUCKVALE: I think my friend will bring it out, my lord, that after Harms left the place in April of 1942, the Custodian then leased to a man named Morrison, and on the Custodian's file is a statement of certain goods that Morrison acknowledged possession of at that time, but apart from that I know of no

other inventory that the Custodian took.

Now, sir, on the analysis, the 7th item, there is a guitar, and I don't know whether I am correct or not, because sometimes these things slip in the typing, but it shows in mine as being abandoned under the abandoned column.

MR. HUNTER: No, it shows no record of it at any time.

THE COMMISSIONER: There has been a slip there. It looks to me as if the query refers to the heater and the guitar has no record of it.

MR. HUCKVALE: I have a picture of the guitar but I won't bother putting it in, sir.

Q You claim, Mr. Okabe, for a portable electric heater?

A Yes.

Q What condition was it in when you left the place?

A It was in good condition.

Q You also claim for 60 tiles. That is on the first page, sir, shown as abandoned.

THE COMMISSIONER: Claiming only $4.00.

MR. HUCKVALE: Yes, but I can't see why they would be abandoned.

Q Do you remember them? A: Yes.

Q What condition were those in when you left?

A Those were still in good condition.

Q And you claim for them ? A: Yes.

THE COMMISSIONER: I suppose so far as the tiles are concerned, the cost of transporting them would exceed the $4.00 value.

MR. HUCKVALE: It depends where it would have to be transported to.

THE COMMISSIONER: This place is at Mission, isn't it, Mr. Hunter?

MR. HUNTER: Yes, it is 3 miles from Mission.

THE COMMISSIONER: To send a truck out from Mission and back again would probably cost more than $4.00. Unless there was a market for them locally, it is understandable that they were abandoned.

MR. HUCKVALE: There is just one other item I want to ask him about and that is a bicycle and parts.

THE COMMISSIONER: Very well.

MR. HUCKVALE: Q: You claim $40.00 for that. Can you tell us about that at the time that you left?

A That was in good condition.

THE COMMISSIONER: That is close to the bottom, is it?

MR. HUCKVALE: Yes, sir.

THE COMMISSIONER: What was his answer?

A In good condition.

MR. HUCKVALE: I have set forth in the personal chattel forms certain other items that appear to be sold as realty, and I take the same objection, sir, that they were not part of the realty.

THE COMMISSIONER: Very well.

MR. HUCKVALE: Would you answer my friend, please, Mr. Okabe.

MR. HUNTER: It is submitted, my lord, that both of these pieces of real property were sold for their fair market value. It is submitted that the personal property sold was sold for its fair market value, and that the claims made for personal property which has been lost, destroyed or stolen are exorbitant.

It is submitted that a number of the items claimed for were included in the lease made by the claimant and that, accordingly, they were subject to the normal depreciation by using, and that that must be taken into account, my lord.

THE COMMISSIONER: Those items were all recovered ultimately by the Custodian?

MR. HUNTER: With the exception of the three shown there. They were inventoried when the Custodian made the later lease.

THE COMMISSIONER: Yes.

CROSS-EXAMINATION BY MR. HUNTER:

Q Is that your signature, Mr. Okabe?

A Yes.

Q Isthis the list of chattels which, under the terms of the lease, the tenant could use?

A I had forgotten about the list.

Q Do you mean that you had forgotten that you ever leased some chattels to the tenant or that you have forgotten the details of them?

A I don't remember leasing or allowing the use of any of the things listed to the tenant. I was under the impression I was selling the crop only.

THE COMMISSIONER: Is the inventory initialled or made part of the document?

MR. HUNTER: No, my lord, it was a copy which was obtained from Campbell's office, my lord. The lease is an original, but the inventory is just a copy. The lease is the usual type of lease.

THE COMMISSIONER: The claimant is producing a document now, Mr. Hunter. You might see what it is. Mr. Interpreter, would you ask him has he got a copy of the lease in his pocket and, if so, to produce it?

A It is just a strawberry contract. It is the same as this (indicating).

MR. HUNTER: That is no strawberry contract.

THE COMMISSIONER: Mr. Interpreter, you might convey to him that I am a little impatient with his playing around. I want him to produce the document and produce it promptly. Will you convey that to him, please, Mr. Interpreter?

(Document to the Commissioner).

THE COMMISSIONER: There is no inventory attached to this copy, Mr. Hunter.

MR. HUNTER: The typewritten copy we have, sir, says, it has typed below it, "The above signed by both parties -- Mr. Campbell's file No. 482". I would suggest that it be attached to the lease form but that it only be marked for identification.

THE COMMISSIONER: For the record it is understood that the lease is now received having been identified and is being received as an exhibit. However, the list attached to it is received for identification only.

MR. HUNTER: Correct, sir.

Q Is that a photograph of your farm, part of your farm, and some out buildings?

A Yes.

MR. HUNTER: First of all, I will offer the lease and

list to be marked.

(LEASE MARKED EXHIBIT NO. 10).

(LIST MARKED "A" FOR IDENTIFICATION).

MR. HUNTER: Q: Now going back to this photograph there is a building here which is marked with an "X" just above it. That building right below that "X", what was that building? A:. Root house.

Q That is a root house, is it?

A Yes.

Q What is this building, this little building between that building and your farmhouse?

A Barn.

Q This little tiny shack, that is the barn?

A Yes.

Q I see. Now, what is this building right to the left to the one under the "X"?

A That is the garage.

Q That is the garage? A: Yes.

Q And the one next to that?

A That is a roothouse.

Q Another roothouse?

A Yes, another roothouse.

Q All right. Now behind those two left hand buildings you can see the roofs of two other buildings. What are those? A: That is an old dwelling house.

Q That is an old dwelling house?

A Yes. And there is another one there. That is a brooder house, and then there is one more there. There is another small building hidden behind there.

Q There is another building behind this first brooder house under the "X" hidden behind it?

A Yes, an 8 x 10 children's playhouse.

MR. HUNTER: I will put that in as Exhibit 11.

(PHOTOGRAPH MARKED EXHIBIT NO. 11)

MR. HUNTER: I don't think there is anything very difficult about the chattel situation, my lord. These chattels were largely inventoried at the end of the first lease when the Custodian released the property and they were left with the Custodian's tenant, and with the exception of those three items about which there is shown no record of any kind, they were found, and a large number had, at the end of the other lease, disappeared, and it is quite obvious they were under the custody, control and management of the Custodian and the only reason I wish to show that there is to show depreciation; that is, that they had been in the custody of the claimant's tenant.

THE COMMISSIONER: That is for that time?

MR. HUNTER: Yes, and they are all accounted for in one way or another. I have a summary at the bottom which is rather rough, and it shows that approximately goods valued at a thousand dollars sold for approximately $300.00, and goods valued at approximately $1089.00 were lost, destroyed or stolen. Goods valued at approximately $500.00, there was no record of of any kind, and goods valued at $47.75 were abandoned, and goods amounting to approximately $200.00 were sold with the real property. The property was sold for $2,062.00, that is the property

"A".

THE COMMISSIONER: That includes the house?

MR. HUCKVALE: That includes one and two, I think, sir.

THE COMMISSIONER: That includes the house.

MR. HUNTER: The second property has no buildings on it.

THE COMMISSIONER: No. It looks as if he got a pretty good bargain if the picture is at all indicative of the value of the house.

MR. HUNTER: The assessed value, my lord, of the land, parcel "A", that is the 9 acre bit, is land $488.00, improvements $2550.00. The second bit of land, 4.82 acres, that was assessed for $190.00, my lord, the land, and improvements $50.00. The sale price was $94.00.

I think it is largely a question of value, my lord.

THE COMMISSIONER: Have you any re-examination, Mr. Huckvale?

MR. HUCKVALE: No, my lord, none.

THE COMMISSIONER: Mr. Interpreter, I would like you to translate the second paragraph from the top on page 3 of Exhibit 10. Explain to him that this is contained in the lease.

Q Now, this lease was prepared by Mr. James M. Campbell, who was your lawyer at Mission, is that not correct?

A Yes.

Q And included in the lease is the clause which the Interpreter has read to you and that lease provides that certain livestock, farm implements and miscellaneous tools may be left by you in the care of

the lessee, and that a list of those articles of livestock, implements and tools is signed by the lessee. Did you sign any such list at the same time or after you had signed this lease?

A I don't remember whether I signed such a list or not.

THE COMMISSIONER: I wish to be sure, Mr. Huckvale, that the claimant understands clearly that he is being faced with a document that says that he signed a list.

MR. HUCKVALE: I would agree that the chances are that he did.

THE COMMISSIONER: Well, I feel that when the Government comes to go into this case that evidence will be adduced to show that he did sign such a list and possibly this document marked "A" for identification is the list.

MR. HUCKVALE: I would expect so.

THE COMMISSIONER: But I don't want there to be any doubt in this man's mind as to the questions that were being asked.

Q Do you think, Mr. Interpreter, that he understands the purport of this series of questions that I have asked him? A: Yes, I understand but I forget whether I signed it or not.

THE COMMISSIONER: Very good. Are there any further questions that counsel wish to ask in view of the questions I have put to the witness?

MR. HUCKVALE: I have none, sir.

MR. HUNTER: None, my lord.

THE COMMISSIONER: All right, that is all, thank you, Okabe.

(PROCEEDINGS ADJOURNED SINE DIE)
Certified a true and accurate transcript.

"S.R. HOWARD"
Official Reporter.

Case 491

IN THE MATTER OF a Commission to Investigate Claims of Japanese Canadians for Property Losses.

ACKNOWLEDGED

TO: The Commissioner,
Office of the Custodian,
Royal Bank Bldg.,
Vancouver, B.C.

File 5435

Lethbridge

37

Pursuant to the notice issued on the 26th day of September, 1947, I submit the following claim:

(1) NAME OKABE (Print) Surname DENJIRO Given Name (RCMP) Reg. No. 13097

(2) Pre-Evacuation Address R. R. #2, Mission, British Columbia,

(3) Present Address c/o John Trassik, Picture Butte, Alberta.

(4) REAL ESTATE

(a) Street Address (if any) R. R. #2, Mission, British Columbia.
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) (1) Lots 2 & 4A of the N.E. ¼ Sec. 28, Tp. 17, Map 2184, Municipality of Mission, District of New Westminster.
(2) ~~S. ½ of Lot 5 of the N. W. ¼ of Sec. 27, Tp. 17, Map 679, in the District of New Westminster.~~
(3) 6 acre Portion of Lots 11-17 inc., of a subdivision of fractional S.W. ¼ Sec. 31, Map 3277, Bd.36.

(c) Type of Real Property (cross out words which do not apply):
(i) Farm
(ii) Residence Type of business
~~(iii) Business~~
~~(iv) Any other type of property (describe)~~

(d) What was your interest in the property (e.g., sole owner, life tenant, joint tenant, owner of one half or one third interest, leasehold, etc.) Sole owner of Parcels (1) and (2), Lessee for 8 years of Parcel (3)

(e) Fair market value at date of sale (estimate this to the best of your ability):

Parcel (1) (i) Land - - - - - - - - - - - - - - - - - - $7000.00 Parcel (2) Land - $500.00

(ii) Buildings - - - - - - - - - - - - - - - - - - $8350.00

Parcel (3) Value of Leasehold and plants - $1900.00 disallowed

(iii) If business, put value on business as going concern (including land and buildings, tenancies, chattels, fixtures, stock-in-trade, goodwill and accounts receivable) - - - - - - - - - - - - - - - - - - $

(iv) Total value (if you cannot give separate values for lands and buildings just fill in total value) - $ 17,770..00

(v) Amount at which Custodian sold property and credited your account - - $ 2,187. 86

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 15,582. 14

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation
Parcel (1) above

(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.)
House

(c) How stored or packed at time of evacuation
Brooder house and residence

(over)

(d) In whose care was property left at date of evacuation by the claimant. (This question refers to the terms of reference which exclude claims where the property was lost, destroyed or stolen while under the custody, control or management of any person other than the Custodian appointed by the owner of the property. It involves some definite arrangement whereby you appointed someone to take care of the property and such person accepted the responsibility of so doing. Unless such an arrangement was made the question should be answered "in no one's care")

Custodian

(e) Itemized description of personal property which is the subject of the claim:

1. See list attached Estimated Value $ 2695.55
2. Estimated Value $
3. Estimated Value $
4. Estimated Value $
5. Estimated Value $
6. Estimated Value $
7. Estimated Value $
8. Estimated Value $
9. Estimated Value $
10. Estimated Value $

TOTAL CLAIM FOR PROPERTY LOSS $

N.B.—If you cannot list all the items here prepare a separate list with values set out opposite each item and attach it to the form. The item "personal property" includes shares, bonds, mortgages, loans, notes and all other forms of property not included in real estate.

(f) Total claim including real and personal property (this figure can be arrived at by adding items 4(f) and 5(e) - $ 18,277.69

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.)

Lethbridge

(b) Do you require the services of an interpreter at the hearing? Yes or no Yes

N.B.—This Declaration must be sworn before a Commissioner, Notary Public or other person entitled to take declarations. All lawyers are qualified to do so.

DOMINION OF CANADA)
of)
TO WIT:)

I, Denjiro Okabe of the
of Picture Butte, in the Province of Alberta,

DO SOLEMNLY DECLARE THAT:

The information set out in the form above is true and correct to the best of my knowledge, information and belief and I make this solemn declaration conscientiously believing it to be true, and knowing that it is of the same force and effect as if made under oath, and by virtue of 'The Canada Evidence Act".

DECLARED before me at the City of Lethbridge, in the Province of Alberta, this 14th day of November, A.D. 1947.

D. Okabe

J. Norman Rilkin

A Commissioner &c. for oaths in & for the Province of Alberta

N.B. — THIS FORM FULLY COMPLETED AND SWORN BEFORE A COMMISSIONER SHOULD BE MAILED BY REGISTERED MAIL TO THE COMMISSIONER, c/o THE OFFICE OF THE CUSTODIAN, ROYAL BANK BLDG., VANCOUVER, B.C., BEFORE NOVEMBER 30th, 1947. IF YOU CANNOT MAIL IT BEFORE THIS DATE SET OUT BELOW REASONS FOR THE DELAY.

Household effects

1 Bedroom suite	300.00	
Kitchen table and 8 chairs	80.00	
Kitchen cabinet and bureau	50.00	
Chinaware (cups,plates and rice bowls)	100.00	
Kitchen utensils	50.00	
1 Portable electric heater	3.75	
1 Guitar	15.95	
1 High chair	3.75	
1 Green winter coat (size 14)	8.50	
Curtain rods	10.00	
6 Window blinds	6.00	
6 prs. Bedroom curtains	12.00	
Rayon marquisette curtains & drapes	25.00	
Gramaphone and 150 records	150.00	
2 Kitchen stoves	100.00	
1 Heater	35.00	
1 Alarm clock	2.00	
5 Beds complete, 4 double 1 single	110.00	
1 Sink	2.00	
6 prs. Sheets and pillow cases	25.00	
5 Satin bedspreads	35.00	
1 Linen tablecloth and 8 napkins	15.00	
3 Trays (set)	7.00	
3 large pictures in frame	20.00	
Mounted deer horn	5.00	
3 Oriental silk costumes	80.00	
Chip diamond stickpin (10k).	6.00	
Set of cuff links	4.00	$1260.95

Miscellaneous

60 Tiles	4.00
Sheet copper (32" x 6' with nails)	8.50
1 Plough	20.00
1 Cultivator	18.50
2 Peavy	7.00
5 Shovels	6.25
6 Crosscut saws (2-8', 1-7', 1-6')	40.00
1 7 feet falling saw	11.00
3 sledge hammers	4.00
5 Wedges	7.50
1 Hatchet	1.75
3 Potato hook	6.90
12 Garden hoes	13.20
5 Japan made sickles	5.00
2 Pitch forks	2.60
1 Wheel barrow	7.50
4 Double edge axe	8.00
1 Fairbanks scale	18.00
150 ft. garden hose with nozzle	17.25
Electrical accessories (wires sockets)	12.00
Set of saw filers outfit	10.00
3 Claw hammers	6.25
1 Rake	1.00
2 Picks	5.00
3 Mattocks	6.00
	247.20

Brought forward	$247.20	$ 1260.95
3 Pliers	3.75	
Stock of paints and stains	25.00	
3 Cane pruning shears	3.75	279.70
1 Brooder Coal stove (complete)	50.00	
1 Bicycle and Parts	40.00	
1 Beatty Electric Water Pump with Pressure tank and pipes	200.00	
800 Strawberry Crates @ 25¢	200.00	
15 cds. 16" firewood @ $7.50 per cord	112.50	
75 Strawberry Hand crates @ 30¢	22.50	
13 bls. Baled straw	8.50	
Books and School supplies	50.00	
Lumber, 2000 sq.ft. 1x8's shiplap	36.00	
100 sq. ft. 2x4's 16 ft.	18.00	
Rain trough (Cutter) 100 ft.	10.00	
6 Gutter pipes (48)	2.40	
1 Barrell gas pump	5.00	
1 pr. 4.75x19 skid chains	7.00	
2 8 feet Logging chains	9.50	
40 Picking cans@ 25¢	10.00	
Fertilizers	300.00	
Spray	50.00	
50 Hothouse Rhubarb boxes @ 17¢	8.50	
50 Outside Rhubarb boxes @ 14¢	7.00	
2 Dolls in costume	10.00	1154.90
Total -		$2695.55

OKABE D.
(Claimant's Name)

REAL ESTATE Parcel #1
(Farm Land)

13097
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared Nil							
Cultivated not planted	9	1920	?	$900.	Uncleared	Nil	$15,350.00
Cultivated and not in crop							
List Crops							

Strawberries 4 acres Fruit trees
Raspberries 1 " vegetables, buildings.
Brambles 1 "
Logans 1 "
Asparagus ¼ "
Total 9

EXHIBIT No. 491-1
DATE 31 Mar 1948
FILED BY W. L. Buckvale

IMPROVEMENTS SINCE PURCHASE OTHER THAN BUILDINGS (e.g. cultivation, plants, trees or special equipment)

Description	When Made	Cost
Clearing 9 acres	1920-38	$3600
Cultivation & Planting, fertilizer etc.	1941-42	1800.
Ditching	1938	30.
Fruit trees Grape Vines, Well, Pump & Pipes	1920-28	100.

BUILDINGS

Type	Size	Finish	Date Built	1936 or37Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Dwelling	28 x 42	Frame (outside) ready for stucco.	1941-42	$4500.00	$900.00	$600,00	nil	$6000.00
Packing shed	12 x 14	Shiplap	1922	35.00	~~x25x00~~	25.00	10.00	50.00
Garage	12 x 16	Shiplap	1929	75.00	~~150x00~~	75.00		80.00
Brooder House	20 x 24	Shingles	1926	300.00	150.00	-	150.00	300.00
2 Root Houses	20 x 40)	3 layers Shiplap)	1928	500.00		200.00		500.00
	16 x 24)	sawdust insulated)	1924	300.00		150.00	150.00	300.00
Barn	12 x 22	Shiplap	1922	140.00		100.00		150.00
Shack	8 x 10	Drop siding	1938	75.00		15.00		75.00
Old dwelling	24 x 24	Shiplap	1920	About $400 for labour and material				100.00

Comments re Appraiser's report not covered by above information:

Property was consistently developed and improved since purchase in 1920. Applicant says was very difficult to clear. About 8 months to clear one acre. Property was highly productive. Gross yield in 1941 was approx. $6000 with expenses about 50%. Wages were paid to his own family of 2 girls and 4 boys and also employed outside help (about 15 in picking season). Since about 1926 farm has supported applicant and family and produced enough to make improvements. On appraiser's own statement farm would appear very much under valued. House alone cost $6000. and appraiser admits farm to be highly developed. Applicant feels that his own valuation represents only actual sale value on 1942 basis.

S. Okabe
Signature

BC 268 P
BC 2134 B

BC/268-P
BC/2134-B (1)

S.S. Form No. 43
(Sheet 1)

Farm Appraisal Report

File No. 11-2

Land Description N.E. 28-17- Blocks 2 & 4 A.

Containing 8.967 acres. Acres

Owner's Name D. Okabe. Post Office Address Mission

Nearest Rail Point Mission Distance 3 miles.

Market Town Mission Distance 3 miles.

Church (give denomination) Various at Mission Distance 3 miles.

Nearest School Ferndale 1½ mile. Distance 1.½

State how property was identified: Map location and from renter.

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

Good gravel road runs past the soutn side.

Is this district a good one? not especially, there is some very poor land near.

Employment opportunity seasonal only.

Predominating Nationality and religion: Various nationalities and religions in Mission.

Describe Fencing and its condition: no fences. Value $

Water supply: Well 11 feet deep by four feet square in which there is an electric pump. Value $

491-2
31 mar 1948
J. W. C. Hamilton

5435

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	28 x 42	Frame(Stucco)	2sty	Shgs	new	cement	new	$3500.00
Shed	12 x 14	Frame	8	Shgs	old	fair	fair	50.00
leanto	9 x 14	Frame	7	shgs.	old	poor	poor	
BARN shed	16 x 24	Frame	8	Shgs.	10	none	Fair	100.00
xxxgarage	14 x 18	Frame	8	shgs	old	none	poor	30.00
BARN hop	21 x 24	Frame	8	shgs.	old	none	fair	120.00
xxxx shed	20 x 40	Frame	9	shgs	15yrs.	cemant	good	220.00
GRANARY old house	24 x 24	Frame	8	shgs	very	old and	poor	
	x			has no	value.			
	x							
	x							
	x							

Total present day value $ $ 4020.00

Total Value Buildings add to farm $ 1500.00

Is dwelling habitable without repairs? yes If not what is your approximate estimate of cost to make it habitable? The house is in an unfinished state at the moment, and the owner who was there at the time of my visit stated that he planned on spending another fifteen hundred dollars to complete the building, which he says has up to the present cost him four thousand dollars, and I dont think he is far out. It will be a really fine home when completed, excepting that it has not a bath and toilet.

Describe the basement and chimneys: concrete) chimney and full basement with a 9 ft stud.

No. rooms downstairs? 9 Upstairs? 3 How finished open studding up and giprock below.

Are buildings painted? no Condition of paint ready for stucco.

Distance from nearst bush 100 yards.

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

BC/268-P
BC/2134-B (2)

Cultivated Land

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
8	rolling	6 to 8 in. silt loam	8to 10 in granular loam	4. ac strawberries. 1. ac raspberries. ½. ac logans. 1. ac brambles. ¾. ac asparagus. ¼. ac rhubarb.	75.00	$600.00

1 ac garden & bldgs.

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. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE
.967	building site.		

Total value of Land $ 600.00

Total added by buildings to value of farm $ 1500.00

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

Total value of farm $ 2100.00

Describe condition of farm commenting on tillage, length of time unoccupied or partly occupied:
On the day of my inspection the owner and his family were in residence, the man has b en there for thirty odd years, and has the place in an Al state of cultivation.

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

Noxious weeds: none.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Mission Municapility Mission, Taxes$51.42.

Date: May 13th 1942.
Place: Abbetsford

I certify that the above report is based on a personal examination of the whole farm made on the 7th day of May 1942. 19

Inspector's Signature G Mackay

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

BC/268-P
BC/2134-B (3)

S.S. Form No. 43
(Sheet 2)

Farm Appraisal Report

Filell/2.

Remarks: Here we are looking at a highly developed property. One on which there has been a good Japanese farmer fo r the past thirty years or better. He with his family of eight children have brought the land from it s timber state to where last year they are said to have taken forty two hundred dollars worth of fruit from it.

Every acre excepting the building site has been brought under the plow and the crop this season is in splendid shape, commercial fertilizer has ofcourse been used, and according to neighbours and the Japanese themselves, they seed and turn in cover crops regularly.

The house in the course of completion will be a fine home when it is finished, cut up a little too much down stairs (9) small rooms and unfortunately is is not fitted with plumbing fixtures. Thwowner states that he has put four thousand dollars into it to date, andI dont think he is very far out. He has the tar paper and wire on the outside and scaffolding up ready to start stucco, which will not now be completed.

A neighbour across the road has the property rented for eight hundred dollars plus labour and fertilizer as from first of April this year.

For some one wanting a place in the country and able to pay cash this layout has its attractions, but to take it on on a time payment plan one would have to be able to follow the methods previously used to keep crops coming as they are today, that is if the owner was to get any thing like what he feels the place is worth $6000.00, his figure.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

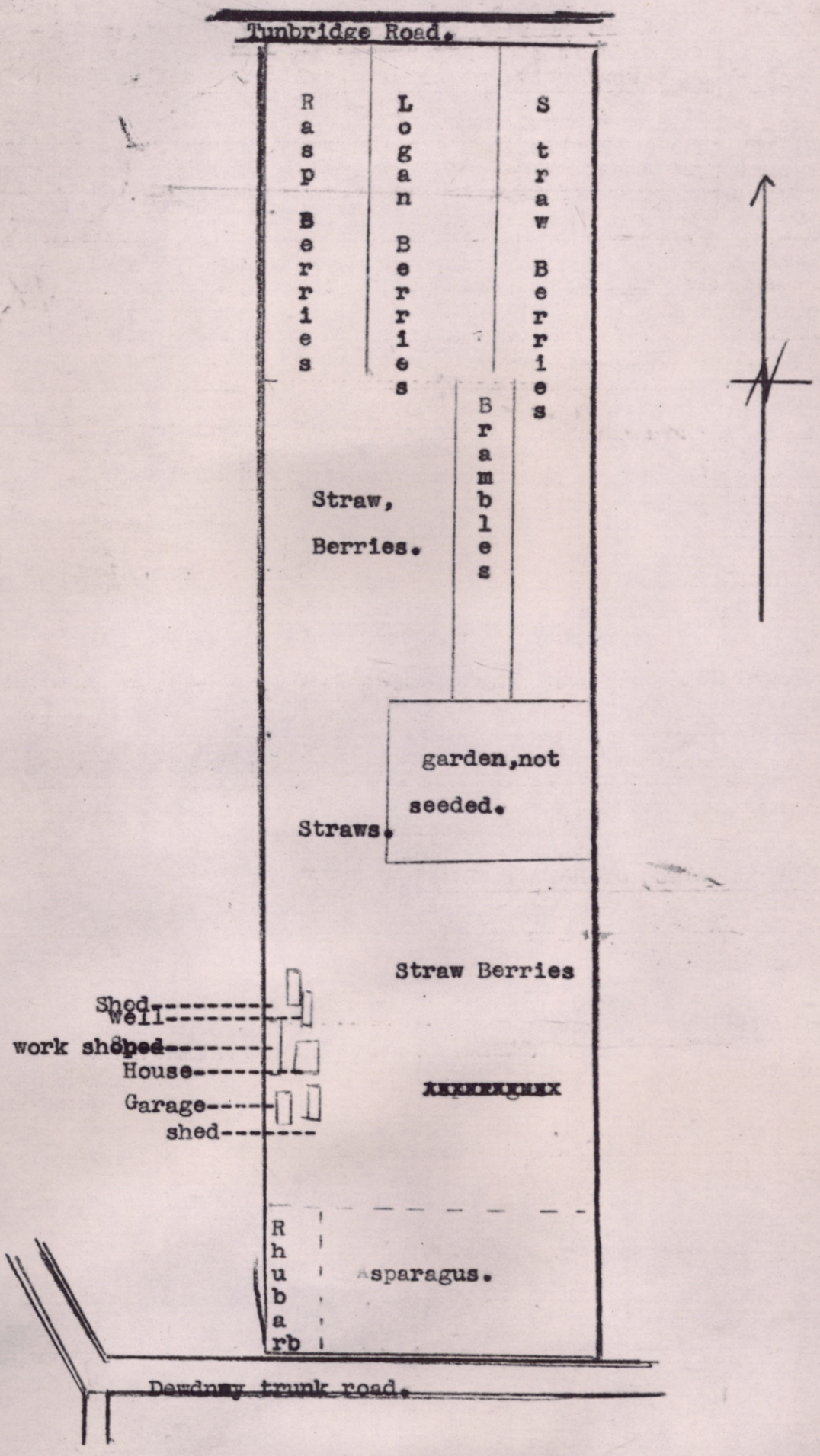
ORCHARDS, SMALL FRUITS, ETC. (Give number, age, variety and condition of all tree fruits, condition and area of each kind of small fruits.)

	Present Value
	$
	$
	$
	$
	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

BC/268-P
BC/2134-B (4)

Diagram of Property



Following careful review of this appraisal report, it is my opinion that the present value is $ 2500.00

Date 20th May 19 42.

"I.T. BARNET"

District Superintendent.



1942

Exhibit 3.

1942





1942

Exhibit 4.



July 1939



July 23 1939

OKABE D.
(Claimant's Name)

REAL ESTATE Parcel #2
(Farm Land)

13097
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared Cultivated not planted Cultivated and not in crop List Crops	5	1st Feb. 1940	Mr. Kudo	$150.00	All bush	Nil	$500.00
Total							

EXHIBIT No. 491-5
DATE 21 Mar 1948
FILED BY W. L. Buckvale

IMPROVEMENTS SINCE PURCHASE OTHER THAN BUILDINGS (e.g. cultivation, plants, trees or special equipment)

Description	When Made	Cost

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value

Comments re Appraiser's report not covered by above information:

15 Cords of wood were cut and left on land by Claimant. Values this wood at $12.00 per cord, $180.00. Claimant says this land was good as a supply of firewood for 20 years.

S. Okabe
Signature

BC 269-P

BC/269-P (1)

S.S. Form No. 43
(Sheet 1)

Farm Appraisal Report

File No. JL-90

Land Description S½ of Lot 5 of N.W.¼, Sec. 27, Tp. 17, Map 679, N.W.D.

Containing 4.82 Acres

Owner's Name Denjiro OKABE Post Office Address Mission, B.C.

Nearest Rail Point Mission Distance 1½ miles

Market Town " Distance 1½ "

Church (give denomination) All denominations Distance 1½ "

Nearest School Mission ~~Ferndale~~ Distance 1½ " 1¼ "

State how property was identified: Map and sketch. Also settlers property alongside.

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

Gazetted land unopened gives access to Cherry St. & Dewdney Trunk.

Is this district a good one? Only when berry prices are good.

Employment opportunity Seasonal berry and cannery work. Limited steady employment at Steelhead about 7 miles away.

Predominating Nationality and religion: British, Protestant. Quite a few Jap holdings.

Describe Fencing and its condition: Fencing on W.line only. That is next settler's fence. Value $

Water supply: Ever flowing creek. No well. Value $

5435

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	x							
	x							
	x	(NO BUILDINGS)						
BARN	x							
	x							
BARN	x							
	x							
GRANARY	x							
	x							
	x							
	x							
	x							

Total present day value $

Total Value Buildings add to farm No buildings $

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable?

$

Describe the basement and chimneys:

No. rooms downstairs? Upstairs? How finished

Are buildings painted? Condition of paint

Distance from nearst bush

EXHIBIT No. 491-6
DATE 31 mar 1948
FILED BY J. W. G. Macdonald

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

Cultivated Land

BC/269-P (2)

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL

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.

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE	TOTAL
4.82	Undulating bush	6-8"	l.l.on lt.clay	Bush and drain. Some old stumps, otherwise fairly light.	135.00	20.00	96.40

Area Unsuitable for Cultivation.

CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.	NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE	VALUE OF LAND PER ACRE

Total value of Land $ 96.40

Total added by buildings to value of farm $ -

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

Total value of farm $ 96.40

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

Uncleared.

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

Poultry and small fruit when cleared.

Noxious weeds:

Natural weeds only.

Give approximate detail and amount of all annual taxes and names of Taxing Authorities: Mission - $5.72.

Date: May 20, 1942.
Place: Chilliwack, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 14th day of May 1942.

Inspector's Signature "R.L. RAMSAY"

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

S.S. Form No. 43
(Sheet 2)

Farm Appraisal Report

Remarks: This is solid bush and might be added to other holdings as Kunemoto to (9/4) but alone it is isolated at present, with a slight northern tilt, good soil. I have put $20. per acre on it as I presume a settler could get access if he desired it.

(FOR ORCHARD LANDS ONLY)

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

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

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

Present Value

$

$

$

$

$

$

$

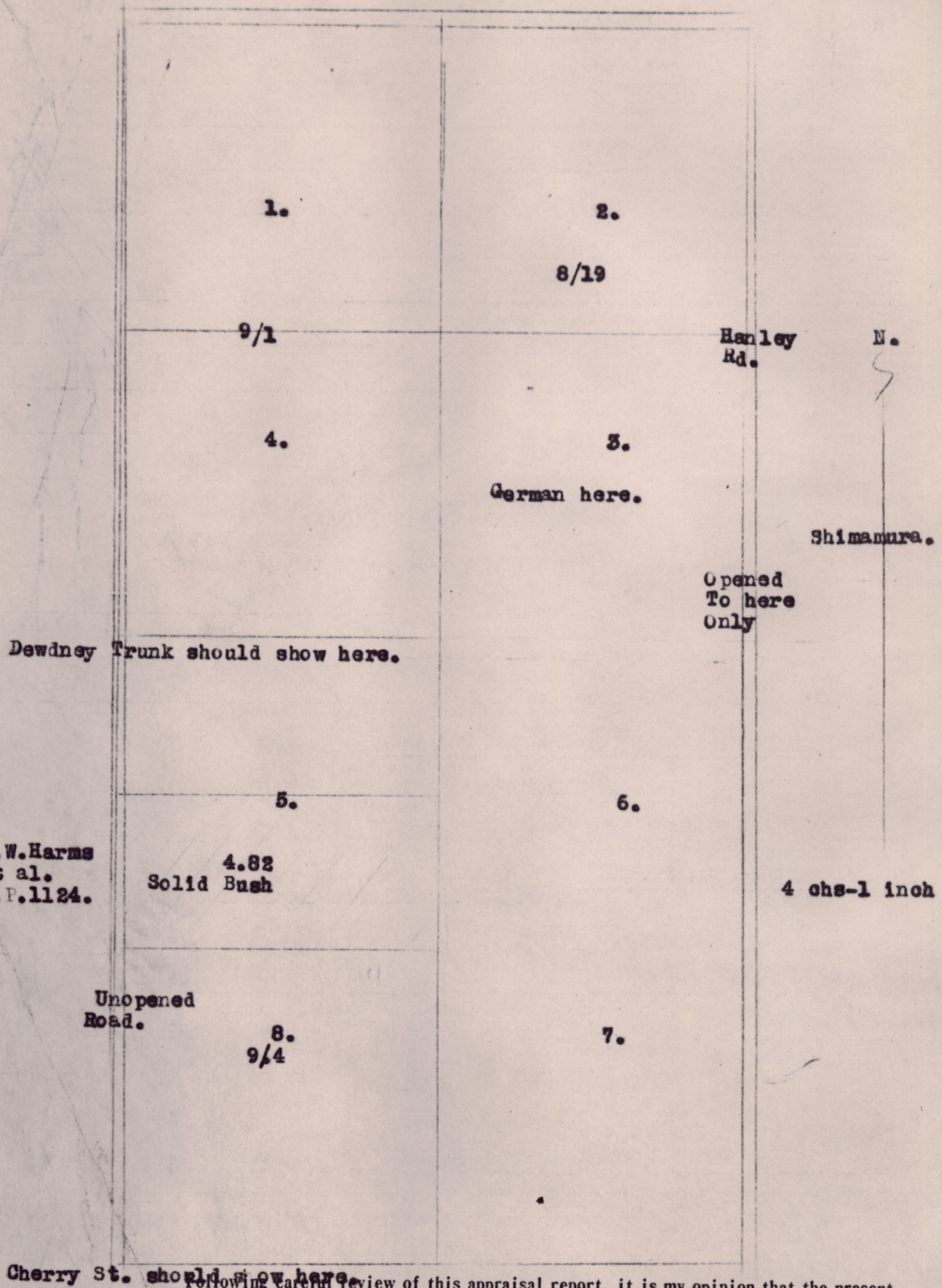
$

$

Total $

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 $ 100

Date 22nd May 1942

District Superintendent.

OKABE D.

(Claimant's Name)

REAL ESTATE parcel #3
(Farm Land)

13097
Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared Cultivated not planted Cultivated and not in crop List Crops	6	Leased 1st April 41. from Annie Goodchild for 8 year term at $120. per year.					$1900.
Total							

EXHIBIT No. 491-7
DATE 31 mar 1948
FILED BY W.E. Anchvale

IMPROVEMENTS SINCE PURCHASE OTHER THAN BUILDINGS (e.g. cultivation, plants, trees or special equipment)

Description	When Made	Cost
Cultivation 6 acres and fertilizing	1941-2	$100 for fertilizer plus $36. cultivation

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value

Planted approximately 2500 rhubarb plants per acre in 1941 and tended same until date of evacuation.

Values plants at - - 3750 Green Victoria Roots @ 10¢	$375.00	
1250 German Rhubarb roots @ $1.00	1250.00	
	1625.00	
	136.00	fertilizer etc.
	1761.00	

Comments re Appraiser's report not covered by above information:
In J. P. Form claimant shows this lease as an asset. No action with respect to same appears to have been taken.

D. O. Okabe
Signature

OKABE D.
(Claimant's Name)

PERSONAL CHATTELS

13097
Reg. No.

Description of Major Items (and particularly of goods lost, stolen or destroyed)	Approximate Date Purchase	New or Used When Purchased	Price Paid	Condition when Evacuated	Estimated value at Date of Evacuation
Bedroom suite	1941	new	$300.00	excellent	$300.00
Kitchen table & 8 chairs (oak)	1939	"	85.00	good	80.00
Chinaware (cups,plates etc.)	1938-40	"	120.00	"	100.00
Kitchen utensils	1937-40.	"	60.00 approx.	"	50.00
Gramaphone & records (150 Japanese)	1936 approx.	Gram. used	over $180.00	"	150.00
Heater	1930	new	65.00	"	35.00
5 beds complete	3, 1925. 2, 1930	"	4 @ $33. 1 @ $10.	"	110.00
5 satin bedspreads	1941	"	7.00 each	never used	35.00
6 sheets & pillowcases	1941	"	25.00	"	25.00
2 Oriental silk costumes	1938	"	85.00	Good	80.00
Fertilizers (110 sacks)	1942	"	330.00	"	300.00

EXHIBIT No. 491-8
DATE 31 mar 1948
FILED BY W. G. Huckvale

Description of Storage of Goods:

Left in dwelling and in brooder house

General Statement as to Chattels not Described above:

Certain chattels were apparently sold by auction for which no claim has been made. Claimant says items listed in claim were those he had full knowledge of and the others he never bothered about. Amounts claimed are after allowing depreciation.

Additional Comments, if any: No proper inventory was apparently taken by Custodian. This was left to tenants. Claim of $2695.55 will have to be reduced by $200.00 for electric Pump which Custodian claims analysis says was sold with land. Other items which claims analysis says went with land would appear to be incorrect, viz:

	Curtain rods 10.00	Electric accessories 12.00	(left over after building)
	window blinds 6.00	rain trough 10.00	(never used in building)
(This was a portable sink)	sink 2.00	6 gutter rakes 2.40	(never used in building)

Claim is therefore $2495.55

D. Okabe
Signature

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 5435 EXHIBIT No.

NAME Denjiro OKABE. REG. No. 13097

DATE
DECLARATION 21/4/42
EVACUATION 2/5/42

INVENTORY
TAKEN BY
DATE

	DETAILS OF CLAIM		SALES AUCTION	SALES TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
Singer sew. machine	1 Bedroom suite	$ 300.00				
Bedroom suite	Kitchen table & 8 chairs	80.00	8.50	1.50		
Gramophone & Records	Kitchen Cabinet & Bureau	50.00	✓			
Dining Room Suite	Chinaware (cups, plates & rice bowls)	100.00	7.30			
Electric Pump	Kitchen utensils	50.00	✓			
Living Room Suite	Portable Electric Heater	3.75				
Kitchen Utensils, etc.	Guitar	15.95				
	1 High Chair	3.75	1.-			
	1 Green Winter Coat	8.50				
	Curtain Rods	10.00			✓	
	6 Window Blinds	6.00			✓	
	6 prs. Bedroom Curtains	12.00				
	Rayon Marquisette Curtains and Drapes	25.00				
	Gramophone & 150 records	150.00	5.50			
	2 Kitchen Stoves	100.00	3.-	7.50		
	1 Heater	35.00	10.50			
	1 Alarm Clock	2.00				
	5 Beds complete	110.00	27.25	13.50		
	1 Sink	2.00			✓	
	6 prs. Sheets & Pillow Cases	25.00				
	5 Satin Bedspreads	35.00				
	1 Linen Tablecloth & 8 Napkins	15.00				
	3 Trays (set)	7.00	✓			
	3 large Pictures in frame	20.00				
	Mounted Deer Horn	5.00				
	3 Oriental Silk Costumes	80.00				
	Chip diamond Stickpin (10K)	6.00				
	Set of cuff links	4.00				
	60 Tiles	4.00				
	Sheet Copper (32" x 6' with nails)	8.50	4.50			
	1 Plough	20.00	5.-			
	1 Cultivator	18.50		15.-		
	2 Peavies	7.00	2.90			
	5 Shovels	6.25	✓			
	6 Crosscut Saws	40.00	7.65			
	1 - 7' Falling Saw	11.00	✓			
	3 Sledge Hammers	4.00	✓			
	5 Wedges	7.50	3.-			
	1 Hatchet	1.75				
	3 Potato Hooks	6.90	3.60			
	12 Garden Hoes	13.20	✓			
	5 Jap. made Sickles	5.00				
	2 Pitch Forks	2.60	✓			
	1 Wheel Barrow	7.50		2.-		
	4 Double Edge Axes	8.00	✓			
	1 Fairbanks Scale	18.00		12.50		
	150' Garden Hose with Nozzle	17.25	13.75			
	Elec. Accessories (wires, sockets)	12.00			✓	
	Set of saw filers outfit	10.00				
	3 Claw Hammers	6.25				
	1 Rake	1.00	.90			
	2 Picks	5.00	✓			
	3 Mattocks	6.00	✓			
	3 Pliers	3.75	✓			
	Stock of Paints & Stains	25.00				
	3 Cane pruning shears	3.75				
	1 Brooder Coal Stove	50.00	6.-			
	1 Bicycle and Parts	40.00				
	1 Beatty Elec. Water Pump with Pressure tank and Pipes	200.00			✓	

5435 EXHIBIT No. _____ CASE No. _____

13097 VENUE Lethbridge.

SALES								
TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD		REMARKS
					✓			Not on tenants list 2. 6th Jan '43.
1.50								
				?				One heater abandoned.
			✓					
	✓				✓			
	✓							
					✓			
					✓			
7.50								
					✓			
13.50								
	✓							
					✓			
					✓			
					✓			
					✓			
					✓			
				✓				
					✓			
15.-								
					✓			
					✓			6 sold. 6 missing.
2.-								1 sold. 1 missing.
12.50								
	✓				✓			
					✓			Prob. used by tenant.
				✓				
	✓							

EXHIBIT No. 491-9
DATE 21 mar 1948
FILED BY J. W. G. Hunter

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No 5435 EXHIBIT No.

NAME Denjiro OKABE REG. No. 13097

DATE
DECLARATION
EVACUATION

INVENTORY
TAKEN BY
DATE

DETAILS OF CLAIM		SALES: AUCTION	SALES: TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND
800 Strawberry Crates	$ 200.00				
15 cds. 16" Firewood	112.50				
75 Strawberry Hand Crates	22.50				
13 bls. Baled Straw	8.50				
Books & School Supplies	50.00	✓			
Lumber (2000 sq. ft. 1 x 8 shiplap)	36.00				
Lumber (100 sq. ft. 2 x 4 168)	18.00				
Rain Trough (Gutter) 100'	10.00			✓	
6 Gutter Pipes	2.40			✓	
1 Barrell Gas Pump	5.00	1.75			
1 pr. 4.75 x 19 Skid Chains	7.00				
2 - 8' Logging Chains	9.50	2.-			
40 Picking Cans @ 25¢	10.00				
Fertilizers	300.00				
Spray	50.00				
50 Hothouse Rhubarb boxes	8.50	1.-			
50 Outside Rhubarb boxes	7.00				
2 Dolls in costume	10.00				
Correct Total	$2,697.55				
Claimant's mistake in addition	$ 2.00				
Amt. of Pers. Prop. Claim	$2,695.55				

Vancouver, B. C., Mar. 8/48.

RGB/P.

Summary of Auction Sales:

12 Chick Feeding Pans	4.70
1 Folding Couch	4.00
1 Single Couch	5.00
Box Carpenter Tools	8.90
Dining Room Table	12.50
6 Dining Room Chairs	12.60
8 Inside Door Sets	8.80
2 Boxes Window Locks	2.10
Child's Dresser	3.20
Kiddie Car (old)	4.00
Scale (240 lb.)	5.50
3 Hot Air Registers and 2 Cold Air Registers	3.50
Quantity Old Harness	2.60
Mattress	10.15
Kitchenware	8.10
Furniture	7.75
Tools	12.90
Miscellaneous	12.35
Total - Auction Sales (Gross):	$243.75
Less Charges	65.72
Net Proceeds Auction Sales:	$178.03

Total - Sales by Tender $52.00

No 5435 EXHIBIT No. CASE No.

No. 13097 VENUE Lethbridge.

SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NO ACCOUNT, THEFT &c	UNSOLD	REMARKS
ON	TENDER &c							
				✓		✓		Used by tenant.
						✓		
						✓		
✓								
						✓		
						✓		
		✓						
		✓						
1.75								
2.-						✓		
						✓		
				✓		✓		
						✓		
1.-								
						✓		
						✓		

4.70
4.00
5.00
8.90
12.50
12.60
8.80
2.10
3.20
4.00
5.50

3.50
2.60
10.15
8.10
7.75
12.90
12.35

43.75
65.72

78.03

$52.00

Note - Following figures only approximate.

Goods valued by claimant at					$ 103 90	sold for $295.75
..	..	..	..	..	242 40	.. with Real Property
..	..	..	..	..	1089 50	lost destroyed or stolen
..	..	..	..	..	515 95	no record
..	..	..	..	..	47 75	abandoned.

491 - 10

EXHIBIT No.

DATE 31 Mar 1948

FILED BY J.W.G. Hunter

FARM LEASE

THIS INDENTURE made in duplicate this twelfth day of April A.D.1942

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN:

DENJIRO OKABE of Mission City in the Province of British Columbia-Farmer (hereinafter called the Lessor)

Of the First Part

- and -

FRANK A. HARMS of the same place Farmer (hereinafter called the Lessee)

of the Second Part

WITNESSETH THAT, for and in consideration of the rents, covenants and conditions and agreements hereinafter reserved and contained on the part of the Lessee to be paid, observed and performed, the Lessor have 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 Mission, District of New Westminster and Province of British Columbia, more particularly known and described as :-

Lots Two (2) and Four "A" (4A) of the North East quarter of Section Twenty-eight (28) Township Seventeen (17) Map 2184

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 ten (10) months to be computed from the first day of April 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 Eight hundred ($800.00) 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 crop failure by Vis Mjor 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 thereon 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 :-

Four and three quarter ($4\frac{3}{4}$) acres of strawberries
One (1) acre of raspberries
One (1) acre of brambleberries
One (1) acre of loganberries
Three quarter ($\frac{3}{4}$) acres of asparagus
Thirty (30) fruit trees

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 and 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 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 live stock, 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 on 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 agreed that the Lessor shall have the use of the dwelling house on the said lands until he and his family are evacuated and if he comes back before the expiration of this lease he shall be allowed to occupy same.

PROVIDED THAT, if the Lessee shall properly operate the aforesaid lands and premises during the year 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 Association 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 Lessor 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.

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

Signed, Sealed and Delivered by DENJIRO OKABE and FRANK A.HARMS in the presence of

"M.M. Fletcher"

"Denjiro Okabe" "Seal"

"Frank A. Harms" "Seal"

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy
May 8, 1948

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 DENJIRO OKABE and FRANK A. HARMS, 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 twelfth day of April A.D.1942 (
) "M.M. Fletcher"
"J.M. Campbell" (
A Commissioner for taking affidavits)
within British Columbia

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

May 8, 1948 m. a. Alexander m.a.

Dated April 12th 1942

DENJIRO OKABE

-to-

FRANK A. HARMS

FARM LEASE

James M. Campbell
Barrister Solicitor
Mission City B.C.

"A" For identification

LIST OF CHATTELS INCLUDED IN LEASE BETWEEN

OKABE, D. of Mission City and Frank A. Harms

1 Dwelling house

2 Root houses

1 Barn

2 Picker houses

1 Woodshed

1 Garage

1 Packing house

Sewing machine

Electric water pump & pipes 120 ft. ½".

Brooder coal stove

Gramaphone & records

Dining-room suite

Bedroom suite

3 Stoves

Chinaware

Couch , Kitchen cabinet

2 Dressers

Implements:

1 Plow
2 Cultivators
5 Shovels
4 Saws
2 Wheelbarrows
Tile
Carpenter's tools
3 Sledge hammers
5 Wedges
3 Potatoe hooks
12 Hoes
5 Sickles
2 Hay fork
Sheet copper

2½ gals. Paint
2 gals. Shingle stain
4 Axes
1 Hatchets
1 Rake
3 Mattocks
2 Picks
3 Hose - 150 ft.
Electric accessories
2 Gal. Varnish

10 cord of wood

The above signed by both parties

Mr.Campbell's File No.482

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

May 8, 1948 m.a.

EXHIBIT No. 491-11
DATE 21 mar 1948
FILED BY J. W. G. Hunter.

OKABE, D.
Cade Bar Rd., Mission, B. C.
File #5435



Picture Taken May, 1943.

Form No. 8. Statutory Lease. 4-40. The Clarke & Stuart Co. Limited, Law Printers and Stationers, Vancouver, B.C.

EXHIBIT No. 491 - 12
DATE Feb 1 - 1950.
FILED BY

This Indenture

Made in duplicate the First day of April in the year of Our Lord one thousand nine hundred and forty - one

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

Between:

ANNIE GOODCHILD of Matsqui in the Province of British Columbia, Spinster,

Insert full Names, Addresses and Occupations of parties.

hereinafter called the "Lessor" of the First Part:

And

D OKABE of Mission City in the above named Province, Farmer,

hereinafter called the "Lessee" of the Second Part:

Witnesseth, the said Lessor doth demise unto the said Lessee, his executors, administrators and assigns, **All and Singular** that certain parcel or tract of land and premises situate, lying and being in the District of New Westminster and Province of British Columbia and more particularly known and described as a Six (6) acre portion of Lots Eleven (11) to Seventeen (17) Inclusive, of a Sub-division of Fractional South West Quarter of Section Thirty-one (31) Map 3277, Bd. 36.

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.

From the First day of April one thousand nine hundred and forty - one for the term of EIGHT (8) years thence ensuing.

Yielding during the said term therefor the rent of ONE HUNDRED AND TWENTY Dollars, ($120.00) of lawful money of Canada, payable on the following days and times that is to say: on the First day of September in each and every year during the life of this Lease.

IT IS HEREBY AGREED by the parties herete that in case the land is sold the Lessee is to retain possession until the expiration of the term of this Lease.

IT IS ALSO AGREED that non-payment of the rental for Six (6) months after the due date makes this Lease null and void.

the first payment to be made on the First day of September , 1941

That the said Lessee covenants with the said Lessor to pay rent; ~~and to pay taxes;~~ and to pay rates for water, electric light, gas and telephone.

And to repair; and to keep up fences; and not to cut down timber;

And the said Lessor may enter and view state of repair, and that the said Lessee will repair according to notice.

And will not assign without leave; and will not sublet without leave.

And that he will leave premises in good repair;

And that he will not carry on any business that shall be deemed a nuisance on the premises.

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

Proviso for re-entry on seizure or forfeiture of the said term.

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

And also that if the term hereby granted shall be at any time seized or taken in execution or in attachment by any creditor of the 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 the then current rent shall immediately become due and payable and the said term shall immediately become forfeited and void.

And it is hereby Declared and Agreed that in case the premises hereby demised or any part thereof shall at any time during the term hereby granted be burned or damaged by fire or tempest so as to render the same unfit for the purpose of the Lessee then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injuries sustained, and all remedies for recovering the same shall be suspended and abated until the said premises shall at the option of the Lessor have been repaired or made fit for the purpose of the Lessee.

Provided always and it is hereby agreed by and between the parties hereto that if the said Lessee shall hold over after the expiration of the term hereby granted and the Lessor shall accept rent, the new tenancy thereby created shall be a tenancy from month to month and not a tenancy from year to year, and shall be subject to the covenants and conditions herein contained so far as the same are applicable to a tenancy from month to month.

Wherever the singular or the masculine are used in this Indenture, the same shall be deemed to include the plural or the feminine, or the body politic or corporate; also the heirs, executors, administrators, successors and assigns of the respective parties hereto and each of them, (where the context or the parties so require).

In Witness Whereof the said parties have hereunto set their hands and seals the day and the year first above written.

Signed, Sealed and Delivered
IN THE PRESENCE OF

Signature of Witness Alice Paterson

Street Address

City or Town Matsqui

Occupation At home

as to Annie Goodchild's signature,

E.U.K. Catherwood
Mission City B.C.
Notary Public,
as to D. Okabe's signature.

Annie Goodchild

D. Okabe

Case 491

Dated APRIL 1ST. 1941

ANNIE GOODCHILD

—TO—

D. OKABE

Statutory Lease

SHORT FORM

The Clarke & Stuart Co. Limited, Law Printers and Stationers
Vancouver, B.C. Form No. 8

Part 6 acres of Lots 11 to 17
(Inclusive) of Sub. of Fr.
S. W. ¼ of Sec. 31
Map 3277, Bd. 36
New Westminster District.