

Name of Claimant

OKA, Mitsuno
" Takuma

Case 579

Custodian File

4841 & 4838

<u>REAL PROPERTY</u>										
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		Sale Price	Total Award 125% of all Sale Prices:	
						% of Total	Amount		% of Total	Amount
					1866.00		1888.45			50.00 1888.45
<u>PERSONAL PROPERTY</u>										
Motor Vehicles		Boats and Boat Gear								
Sale Price	25% thereof	Sale Price	Nelson Bros. 23.5% of Sale Price	Other Sales 28.5% of Sale Price	Equipment charges paid to purchasers in error. Repay to owners	Amount of Claims for Boat Gear Declared & Recorded Now Missing		45% of amount in next preceding column		
<u>NETS</u>										
Total award for Nets plus Sale Price		Total Claim for Nets Sold, Declared Not Found and Recorded Now Missing			Percentage Total Award to Total Claim		Claim for Nets Sold Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>										
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price			
79.00	9.25	2.77	11.71%	8.00	.93				3.70	
TOTAL RECOMMENDATION									1942.15.	

CASE NO: 579.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 17th, 1948.

IN THE MATTER OF THE CLAIM OF
mitsuno & takuma oka.

PROCEEDINGS AT HEARING.

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,
August 17th, 1948.

IN THE MATTER OF THE CLAIM OF
 MITSUNO & TAKUMA OKA.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

appearing for the
Dominion Government.

W.E. HUCKVALE, Esq.,

appearing for the
claimant.

MIS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

M. Oka,
In Chief.

THE SECRETARY: Case No. 579, Mitsuno Oka and Takuma Oka.

THE SUB-COMMISSIONER: Are you going to deal with both of these claims, Mr. Huckvale?

MR. HUCKVALE: Yes, sir, it is a joint ownership, sir, and I am just going to call the one witness, Mr. Oka.

THE SUB-COMMISSIONER: Just one witness?

MR. HUCKVALE: Yes, sir.

10 THE SUB-COMMISSIONER: All right, thanks.

TAKUMA OKA, one of the claimants herein, being first duly sworn, testified through the Interpreter as follows:

DIRECT EXAMINATION BY MR. HUCKVALE:

Q Mr. Oka, you and your wife have a claim respecting farmland in British Columbia, is that correct?

A Yes.

Q And that property is described as Lot 7 of the Southwest Quarter of Section 22, Township 12,
20 Map 3118, in the District of New Westminster?

A Yes.

Q Now you and your wife were registered as joint owners of that property, is that correct?

A Yes.

Q Now with respect to that real estate I want you to take a look at this form, if you will (indicating)?

A: Yes.

Q Have you read that or had it read over to you, you and your wife?

30 A Yes, I have read it.

T. Oka,
In Chief.

Q And have you both signed it?

A Yes.

Q Now I notice that you have made a correction in here and that is with regard to the second chicken house. It should have been 1937 when it was built, is that correct?

A Yes.

MR. HUCKVALE: Perhaps my friend would refer to his copy of the form. It has been corrected in this one I have, but I do not think it has in the one he has.

Q Can you tell me, Mr. Oka, if the statements made in that form are true and correct to the best of your knowledge, information and belief?

A Yes.

MR. HUCKVALE: I will tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 1).

MR. HUCKVALE: And perhaps my friend would file the appraisal on behalf of the Crown.

(APPRAISAL MARKED EXHIBIT NO. 2).

MR. HUCKVALE: Q: Now, Mr. Oka, you and your wife bought this land from some people named Thomas Walter Hallis and Halbert Menzies?

A Yes.

Q On the 26th of May, 1931? A: Yes.

Q Is that the agreement under which you purchased (indicating)? A: Yes.

Q And you agreed to pay \$800.00?

A Yes.

30 Q And did you pay the \$800.00?

T. Oka,
In Chief.

A Yes.

Q When did you finish paying; do you remember?

A It is written there.

Q Perhaps you can tell me. Ask him if he can tell me there when he finished paying for it?

A On June 9th, 1931.

MR. HUCKVALE: I will tender that, sir.

(AGREEMENT MARKED EXHIBIT NO. 3).

MR. HUCKVALE: Q: Was this land your sole source of
10 livelihood? A: Yes.

Q And did you bring up your family on the farm?

A Yes.

Q And how many children did you have?

A We now have seven children.

Q Seven? A: Yes.

Q And how old were they when you left the place, Mr. Oka? Just tell me how old is the oldest one, or how old he was when you came here?

A The oldest was nine at the time we evacuated.

20 Q And how many children did you have on this farm? You say you have seven now. How many did you have on the farm?

A We had five children at the time we evacuated.

Q Now you also claim with respect to certain personal chattels, is that right?

A Yes.

Q I show you this form (indicating). Will you look at that, please?

A Yes.

30 Q And have you read that over or had it read over to

you?

A: Yes, I have.

Q Have you and your wife both signed it?

A Yes.

Q And are all those particulars true and correct to the best of your knowledge, information and belief?

A Yes, they are.

MR. HUCKVALE: I will tender that, sir.

(STATEMENT MARKED EXHIBIT NO. 4).

10 MR. HUCKVALE: And perhaps my learned friend would file the personal property analysis now.

(ANALYSIS MARKED EXHIBIT NO. 5).

MR. HUCKVALE: Q: Do you remember claiming for a land cultivator?

A Yes.

Q What shape was it in when you were evacuated?

A In fairly good condition.

Q Was it broken?

A No, it wasn't broken at the time I left it. If
20 someone else used it, it might have been damaged in the meantime.

THE SUB-COMMISSIONER: That is the same as the garden cultivator mentioned in here, is it?

MR. HUCKVALE: Yes, it is described in my form as a garden cultivator and in the analysis as a land cultivator.

MR. RICE: It is just the one machine.

MR. HUCKVALE: That is all it is.

Q Now you had 2,000 shingles on the place, you
30 tell us?

A: Yes.

T. Oka,
In Chief.

Cross-Exam.

Q Where were they stored?

A In the incubator house.

Q What condition were they in?

A They were new because they had not been used at all.

Q I think that is all. Will you answer Mr. Rice,
please.

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

10 I am submitting that the chattels sold and
disposed of by the Custodian were sold at their
fair value. I am submitting that other chattels
were turned over by the claimant to a person other
than the Custodian and the Custodian is not
responsible for their loss.

I wish to tender, your Honour, as an exhibit
an analysis of the real estate claim.

(ANALYSIS MARKED EXHIBIT NO. 6).

CROSS-EXAMINATION BY MR. RICE:

20 Q Before you were evacuated you leased your property
to James H. Curtin, did you not?

A I leased the crop to him.

Q Leased the crop to him?

A Yes.

Q And the chattels, where did you leave them?

A I left them in Mr. Curtin's barn.

Q Left them in Mr. Curtin's barn?

A Yes.

30 Q Did Mr. Curtin ever send any of your chattels to
you?

A: Mr. Curtin

never sent me anything but the Custodian sent me the things that were stored in the barn and in the incubator -- the things that were left in the barn and in the incubator house.

Q I refer you to Exhibit 4. Are those chattels all the chattels which you are now claiming or the value, at least, of those chattels?

A Yes, just these items only.

Q Just these items only? A: Yes.

10 Q That is all you are claiming?

A Yes, I am not claiming for the other things.

MR. RICE: I observe, your Honour, that those chattels total up to \$114.00 whereas the claim is filed for \$200.00. That is all I have.

THE SUB-COMMISSIONER: All right, thanks.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

20

S. R. Howard
"S. R. HOWARD"
OFFICIAL REPORTER.

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

A. R. Mansour
SUB-COMMISSIONER.

File 4841
4838

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

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

ACKNOWLEDGED
NOV 20 1947

Case No. 579.

Letter [Signature]

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

(1) NAME Oka Mitsuno and Oka Takuma (Joint) (RCMP) Reg. No. 13683
(Print) Surname Given Name 13682

(2) Pre-Evacuation Address Haney, B.C.

(3) Present Address Stirling, Alta.

(4) REAL ESTATE

(a) Street Address (if any) Dewdney Trunk Road, Haney
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Lot 7, S.W. Quarter,
Section 22, Twsp, 12, Map 3118, District of ~~XXX~~ New Westminster.
TEN ACRES

(c) Type of Real Property (cross out words which do not apply):
(i) ~~Farm~~ 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.) FULL TITLE HELD JOINTLY BY HUSBAND AND WIFE

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land 5A, cleared, 5A, bush, 100 fruit trees - - - - \$ 1500.00
(ii) Buildings - - - - - \$ 2000.00
(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) - - - - - \$ 3500.00
(v) Amount at which Custodian sold property and credited your account - - \$ 1866.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 1634.00

(5) PERSONAL PROPERTY

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

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

(c) How stored or packed at time of evacuation AS WAS

(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")

WITH MR. J. H. CURTIN AND LATER TURNED OVER TO THE CUSTODIAN
 File No. 4841 Office of the Custodian

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

1.	Kitchen range , 2 heaters, farm implements, incubator and other household effects (oik incubator)	Estimated Value \$	
2.		Estimated Value \$	
3.		Estimated Value \$	200.00
4.		Estimated Value \$	
5.		Estimated Value \$	
6.		Estimated Value \$	
7.		Estimated Value \$	
8.		Estimated Value \$	
9.		Estimated Value \$	
10.		Estimated Value \$	

Custodian
 Sale
 Price
 10.27

TOTAL CLAIM FOR PROPERTY LOSS \$ 189.73

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) - - - - - \$ ~~XXXXXX~~ 1823.73

(6) (a) Place at which claimant prefers to be heard. (Vancouver, Kamloops, Nelson, Lethbridge, Moose Jaw, Winnipeg, Toronto or Montreal.) (b) Do you require the services of an interpreter at the hearing? Yes or no. YES

LETHBRIDGE

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, *Mitsuno Oka* of the *Province of Alberta*
 of *Edmonton* 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 *20m*)
 of *Edmonton*) *T. Oka*
 in the *Province of Alberta*)
 this *15* day of *Novemb.*) *Mitsuno Oka*
 A.D. 1947. *W. L. Jones*) A Commissioner &c.

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.

(Claimant's Name)

Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared or uncultivated 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	25th May 1931	Hallas & Menzies	\$800.00	Nil	Nil	\$1500.00 plus buildings.
<p>$\frac{3}{4}$ acre strawberries $\frac{1}{4}$ " raspberries 110 fruit trees (2 acres) 1 acre hay, vegetables and chicken yard.</p>							

Total

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

Description	When Made	Cost
Clearing 5 acres	1931-42	\$1000.00
2 wells - cribbed half way	1932	100.00

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Dwelling	26 x 42	Conc. blk & frame	1932	\$2000.00		\$1000.00	\$1500.00	\$1500.00
Wood shed	20 x 40	Frame	1939	100.00		100.00	130.00	70.00
Chicken Houses	20 x 132	"	1933	600.00		400.00	400.00	600.00
Chicken Houses	20 x 50	"	1936	300.00		200.00	280.00	220.00
Brooder Houses	14 x 16 = \$100.00	"	1940	60.00		30.00	40.00	50.00
	14 x 16	"	1936	50.00		25.00	25.00	50.00
	12 x 14	"	1936	75.00		50.00	25.00	100.00
	14 x 20	"	1938	20.00		15.00	25.00	10.00
Garage	16 x 18	"	1931	150.00		100.00	100.00	150.00

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

House Insured for \$1500.00
 Land produced - strawberries \$400.00)
 raspberries 400.00) clear in 1941.
 Fruit trees 100.00)

Land rented to J. H. Curtin for one-third crop which realized \$114.16.

Poultry cleared approx. \$800.00 in 1941.
 Had 1000 chickens - sold them for 60¢ each.

Appraiser neglects to give any value for strawberry plants, raspberry canes or my fruit trees. Trees were mostly 10 years old and had been carefully pruned and sprayed every year.

EXHIBIT NO. 579-1
 DATE Aug 17/48
 FILLED BY W. R. Hutchinsale

Takama Oka
Mitsuru Oka

Signature

BC-123-P
 PC-1543-A
 4841
 4838

Farm Appraisal Report

File No. JL 283

Land Description Lot 7 of the SW 1/4 Sec. 22, Tp. 12, Map 3118, N.W. D.

Containing 10 m. or l. Acres

Owner's Name T. & M. OKA Post Office Address R.R. #1, Haney, B.C.

Nearest Rail Point Haney on C.P.R. Distance 3 miles.

Market Town Haney 2 1/2 miles, New Westminster 23 miles Distance

Church (give denomination) All denominations Haney Distance 2 1/2 miles.

Nearest School Alex. Robinson 1/2 mile, Haney High School Distance 2 1/2 miles.

State how property was identified: Regst. Plan, road and survey posts.

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

Has frontage of 325' on Dewdney Trunk Rd., along south boundary- good, hard-surfaced road.

Is this district a good one? Fairly good.

Employment opportunity Fair but limited to 1 or 2 lumber mills and Haney brick-yard.

Predominating Nationality and religion: British and protestant with some Japanese.

Describe Fencing and its condition: Property unfenced. Value \$

Water supply: About adequate from 2 seepage wells in clay, and each about 7'x7'x16'. Value \$

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	22 x 24	lumber	16'	shgl	10yr	cement blks.	very fair) 1250.00
Add'n.	18 x 24	"	12'	"	1 "	"	"	
Woodshed	20 x 40	rough lbr.	8'	shk.	10"	post	poor	30.00
BARN	x							
Brooders	14 x 16	lumber	6'	"	4 "	post & cement	fair	60.00
xxx 1 Brdr.	14 x 22	"	6'	"	4 "	post	"	40.00
1 Brooder	12 x 14	"	6'	"	4"	"	"	20.00
GRANARY	x							
Hen house	20 x 48	"	7'	"	4"	"	"	100.00
" "	20 x 90	"	7'	"	4"	"	"	200.00
Double deck	x							
Hen house	20 x 40	"	6'	"	4"	"	"	150.00
Shed	16x 18	rg h "	8'	"	4"	"	poor	-

Electric light installed in buildings.

Total present day value \$ 1850.00

Total Value Buildings add to farm \$ 1410.00

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

EXHIBIT NO. 579-2
 DATE AUG 17/48
 FILED
 J. P. P. Price

Describe the basement and chimneys: No basement, 2 brick chimneys on bracket.

No. rooms downstairs? 6 Upstairs? attic How finished V-joint and shiplap.

Are buildings painted? No. Condition of paint

Distance from nearest bush About 100 feet from bush lot at west but no graat fire risk.

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
4.00	slight slope south	clay loam 8"-10"	clay	1 1/2 ac. straws & rasps, fair condition	100.00	400.00
Area which can be cultivated without cost other than for breaking.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL		VALUE PER ACRE	
Area which can be cultivated after a reasonable amount of clearing timber, stones, drainage, etc.						
	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	NATURE OF RECLAMATION NECESSARY	RECLAMATION COST PER ACRE	VALUE PER ACRE
0.50	slight slope south	clayloam	clay	finish clearing	30.00	70.00
5.50	slight slope south or level	" " 8"-10"	"	clear scrub bush & stumps	150.00	10.00
Area Unsuitable for Cultivation.						
	CHARACTER OF LAND E. G. HILLY, SWAMPY, ROCKY.		NATURE OF TIMBER IF ANY AND WHETHER MARKETABLE		VALUE OF LAND PER ACRE	

Total value of Land \$ 490.00

Total added by buildings to value of farm \$ 1410.00

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

Total value of farm \$ 1900.00

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

Farm in fairly good condition but vacant at present and beginning to get overgrown. Understand Japanese owner has been in occupation for about the last 11 years and developed it from bush.

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

Diversified farming with poultry and small fruits.

Noxious weeds: Fairly clean but some thistles and couch grass in spots.

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

Municipality of Maple Ridge

1942 Land and School Taxes \$50.09.

Date: June 13th, 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 11th day of June, 1942.

Inspector's Signature

"T. D. PATTERSON"

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

Farm Appraisal Report

Remarks: Property well located on Dewdney Trunk Rd. about 2 1/2 miles east of Haney and 1/2 mile from Alexander Robinson School. Am informed it has been developed from bush by the Japanese owner in the last 11 years and the 4 acres cleared is therefore still fairly fertile vergin soil. Dwelling and outbuildings also are in fairly good clean serviceable condition. It has been operated mainly with poultry in conjunction with small fruit and for which it is well adapted.

(FOR ORCHARD LANDS ONLY)

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

Land fairly level with a slight southerly or westerly slope providing fairly good drainage fall. Fertile clay loam soil. Cultivated area fairly well underdrained with cedar to open ditches at boundaries.

ANNUAL COST OF IRRIGATION, DYKING AND DRAINAGE.

Nil.

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

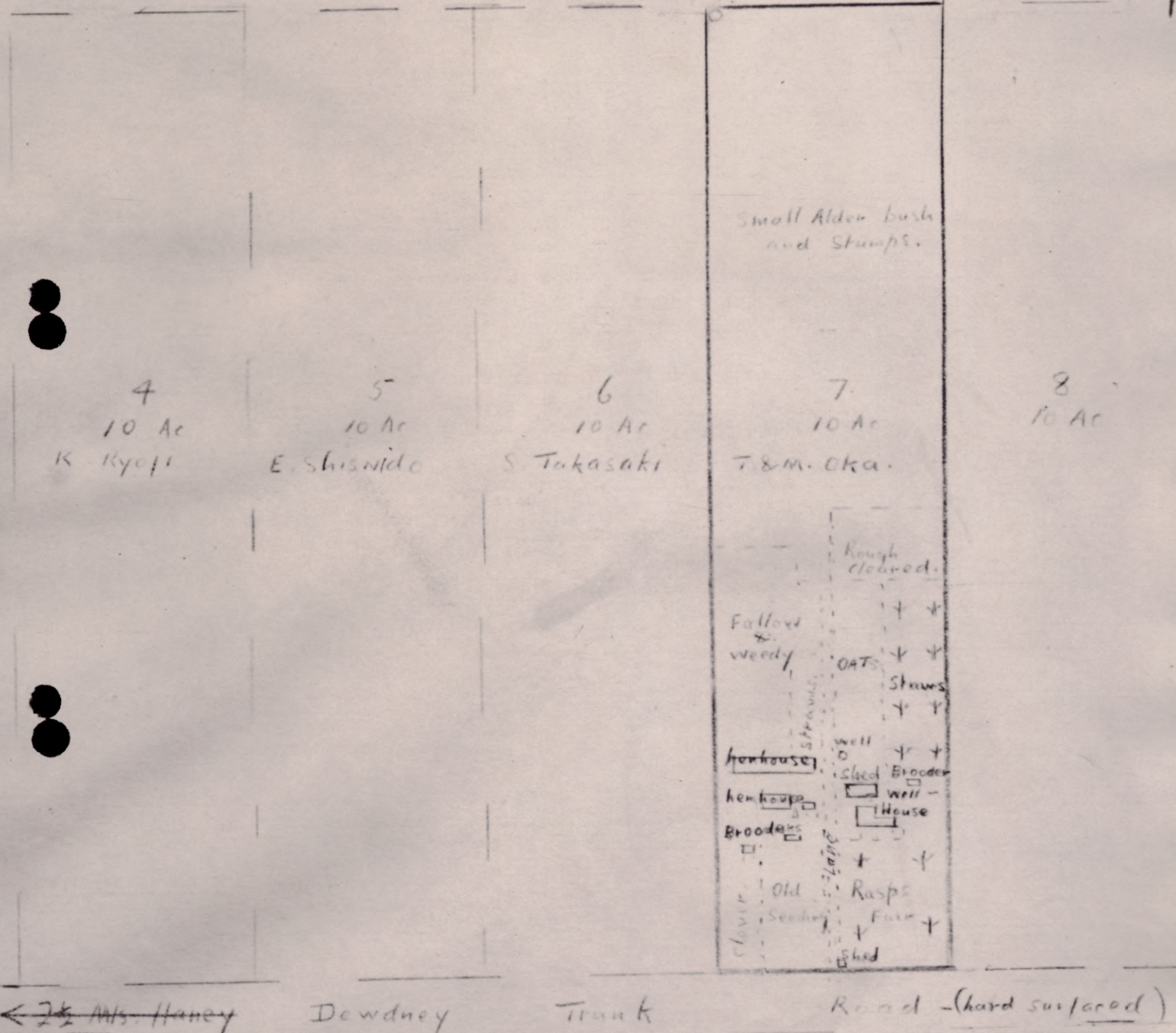
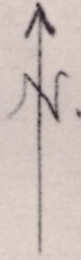
Table listing orchard items and their present values: 1/2 ac. Strawberries, fair condition \$; 1/2 ac. Raspberries, " " \$; Orchard of fully 100 fruit trees, 3 to 10 years, mostly prunes with a few apples, cherry, plum and pear. Fair condition. \$; Total \$.

Amount fruit trees add to value of farm \$.

Scale 200' = 1 inch

Diagram of Property - In Red, T. & M. O.K.A. property

Lot 7 of the S.W. $\frac{1}{4}$ Sec 22, T. 12, Map 3118 N.W.D. - 10 Acs.



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

value is \$ 1900.00

Date 16th June, 1942.

"I. T. BARNET"

District Superintendent.

This Agreement, made in duplicate this twenty-sixth

day of **May** in the year of Our Lord one thousand nine hundred and thirty **one**.

BETWEEN

THOMAS WALTER HALLAS

of Telegraph Creek, in the Province of British Columbia. Miner.

and

HALBERT MENZIES

of the town of Port Haney, in the aforesaid province.

Name, Address, and Occupation of Parties

hereinafter called the "Vendor" of the one part

AND

TAKUMA OKA

of the town of Port Haney, in the aforesaid province. Farmer.

hereinafter called the "Purchaser" of the other part.

WHEREAS, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase of and from the Vendor the lands and hereditaments hereinafter mentioned, that is to say:—ALL AND SINGULAR that certain parcel or tract of land and premises situate, lying and being in the Municipality of Maple Ridge, the Province of British Columbia, and more particularly known and described as Lot Seven (7), of South West quarter, Section Twenty-two (22), Township Twelve (12), New Westminster District, Map No. 3118.

EXHIBIT NO. 579-3
DATE Aug. 17/48
FILLED BY W. R. Stachura

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of --- **EIGHT HUNDRED (\$800.00)** ----- Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of --- **TWO HUNDRED AND FIFTEEN (\$215.00)** --- Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

- One Hundred Dollars (\$100.00) on September 1, 1931.
- One Hundred Dollars (\$100.00) on September 1, 1932.
- One Hundred Dollars (\$100.00) on September 1, 1933.
- Two Hundred and Eighty-five (\$285.00) Dollars on September 1, 1934

TOGETHER with interest on the balance from time to time owing under this Agreement at the rate of **seven (7%)** per cent. per annum, payable with each installment of principal.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE Purchaser DOTH COVENANT, PROMISE AND AGREE to and with the Vendor that he will well and truly pay, or cause to be paid, to the Vendor the said sums of money above mentioned, together with the interest thereon at the rate aforesaid both before and after maturity and on the days and times in manner above mentioned; all sums in arrear for interest from time to time shall bear interest at the rate aforesaid from due date until payment; AND also shall and will pay and discharge all taxes, rates and assessments wherewith the said land may be rated or charged from and after this date, including local improvement assessments and sewer rates, whether already or hereafter assessed.

THE PURCHASER shall during the continuance of this agreement, and so long as any money remains unpaid hereunder, insure and keep insured against loss or damage by fire all buildings now on the said lands, or which may be hereafter erected thereon, in the sum of their full insurable value with some insurance company to be approved by the Vendor, and will pay all premiums and sums of money necessary for such purpose as the same shall become due; and will assign, transfer and deliver over to the Vendor the policy or policies of insurance, receipt and receipts, thereto pertaining, and if the Vendor shall pay any premiums or sums of money for insurance of the said premises, or any part thereof, the amount of such payments shall be added to the amount unpaid hereunder and shall bear interest at the rate aforesaid from the time of such payment and shall be payable forthwith.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon as aforesaid, the Vendor DOTH COVENANT, PROMISE AND AGREE to and with the Purchaser to convey and assure, or cause to be conveyed and assured, to the Purchaser by a good and sufficient deed in fee simple, ALL THAT the said piece or parcel of land above described, together with the appurtenances thereto belonging or appertaining, FREED AND DISCHARGED FROM ALL ENCUMBRANCES, save and except

AND ALSO save and except local improvement assessments or taxes and sewer rates from and after the date hereof, and subject to the conditions and reservations in the original grant thereof from the Crown, and such deed shall be prepared at the expense of the Purchaser and shall contain the usual statutory covenants, but the Vendor shall not be required to furnish any abstract of title, or proof or evidence of title, or any deeds, papers or documents or copies of any deeds, papers or documents relating to the said property other than those which are now in possession of the Vendor, save and except the Certificate of Title, which shall be deposited in the Land Registry office by the Vendor.

AND ALSO shall and will suffer and permit the Purchaser to occupy and enjoy the same until default be made in the payment of said sum of money, or interest thereon, or any part thereof, on the days and times in the manner above mentioned, subject, nevertheless, to impeachment for voluntary or permissive waste.

AND it is expressly agreed that time is to be considered the essence of this Agreement. Unless the payments above mentioned are punctually made at the times and in the manner above mentioned, and as often as any default shall happen in making such payments the Vendor may give the Purchaser ninety days' notice in writing, demanding payment thereof, and in case any default shall continue, these presents shall, at the expiration of such notice, be null and void and of no effect, and the Vendor shall have the right to re-enter upon and take possession of the said land and premises; and in such event any amount paid on account of the price thereof shall be retained by the Vendor as liquidated and ascertained damages for the non-fulfilment of this Agreement to purchase the said land and pay the price thereof and interest, and on such default as aforesaid the Vendor shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE VENDOR shall have the right at all times and without the consent of the Purchaser, to assign or transfer all his right, title and interest in this Agreement for Sale to any person whomsoever, provided, however, that the Vendor shall forthwith give notice thereof in writing to the Purchaser, specifying the name of such person and the full address at which subsequent payments hereunder shall be made by the Purchaser.

AND ALSO, it is hereby agreed that the Purchaser may at any time within the above-mentioned period pay the balance of the purchase money of the said lands and the interest thereon, at the rate aforesaid up to the date of such payment, unless this Agreement is rendered null and void as herein provided.

AND IT IS HEREBY DECLARED that any demand or notice which may be required for the purposes of these presents, or any of them, shall be well and sufficiently given if delivered to the Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Takuma Ōka, Port Haney, B.C.

or at such other address as the Purchaser shall specify in writing to the Vendor.

AND IT IS EXPRESSLY AGREED between the parties hereto that all grants, covenants, provisos and agreements, rights, powers, privileges and liabilities contained in this Agreement shall be read and held as made by and with, granted to and imposed upon, the respective parties hereto, and their respective heirs, executors, administrators, successors and assigns, the same as if the words heirs, executors, administrators, successors and assigns had been inscribed in all proper and necessary places; AND wherever the singular or the masculine pronoun is used, the same shall be construed as meaning the plural or feminine or the body politic or corporate where the context or the parties hereto so require. In the event of this Agreement being registered and in the event of default being made in any payment or in respect of any of the covenants herein contained, whether before or after such registration, it is expressly agreed that the Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of Land Titles of a satisfactory declaration that such default has occurred and is then continuing.

AND the Purchaser hereby irrevocably appoints the Vendor his true and lawful attorney for and in the name of the Purchaser to cancel, remove and determine such registration in the event of default as aforesaid.

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

SIGNED, SEALED AND DELIVERED
in the Presence of:

Signature of Witness Otto Ogren
Street Address Port Haney B.C.
City Farmer
Occupation as to all signatures T. Oka

Thomas Walter Dallas
by his attorney in fact
Halbert Menzies
H. Menzies

AFFIDAVIT OF WITNESS

Province of British Columbia

To Wit:

I, OTTO OGREN of the town Port Haney, in the Province of British Columbia, make oath and say:

1. I was personally present and did see the within instrument duly signed and executed by HALBERT MENZIES and TAKUMA OKA the part thereto, for the purposes named therein.
2. The said instrument was executed at Port Haney
3. I know the said parties, and that they are of the full age of twenty-one years.
4. I am the subscribing witness to the said instrument and am of the full age of sixteen years.

Sworn before me at Port Haney
in the Province of British Columbia, this 4th
4 day of June 1931

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

Otto Ogren

FOR MAKER (INCLUDING MARRIED WOMAN)

I Hereby Certify that, on the _____ day of _____, 193____, at _____, in the province of British Columbia, (whose identity has been proved by the evidence on _____, who is) personally known to me, the person mentioned in the annexed instrument as the maker thereof, and whose name _____ subscribed thereto as part _____, that _____ know the contents thereof, and that _____ executed the same voluntarily, and of the full age of twenty-one years.

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

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

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

I **Herby Certify** that, on the 4th day of June 1931, at Port Haney in the Province of British Columbia (whose identity ~~is~~ who is) **HALBERT MENZIES** has been proved by the evidence on oath of personally known to me, appeared before me and acknowledged to me that he is the person who subscribed the name of **THOMAS WALTER HALLAS** to the annexed instrument as the maker thereof, that the said **THOMAS WALTER HALLAS** is the same person mentioned in the said instrument as the maker thereof, and is still alive to the best of his belief, and that he, the said **HALBERT MENZIES** knows the contents of said instrument, and subscribed the name of the said **THOMAS WALTER HALLAS** thereto voluntarily as the free act and deed of the said **THOMAS WALTER HALLAS** under authority of a power of attorney which has not been revoked.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office, at Port Haney in the Province of British Columbia, this 4th day of June 1931 in the year of our Lord one thousand nine hundred and thirty one

Missell

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

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

Dated May 26 1931

THOMAS WALTER HALLAS

&

HALBERT MENZIES

AND

TAKUMA OKA

Agreement

FOR SALE OF LAND

The Clarke & Stuart Co., Ltd., Law Printers and Stationers
Vancouver, B. C. Form 27

Hal Menzies,
Port Haney, B.C.

Notary Public.

Registered June 9, 1931
under # 689937

For the Secretary (or other Officer) of a Corporation

I **Herby Certify** that, on the _____ day of _____, 193____, at _____, in the Province of British Columbia (whose identity has been proved by the evidence on _____, who is) personally known to me, _____ of _____, and that he is the person _____ of the said _____ and affixed the seal of the _____ to the said Instrument, that he was first duly authorized to subscribe his name as aforesaid, and affix the said seal to the said Instrument, and that such corporation is legally entitled to hold and dispose of land in the Province of British Columbia.

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

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

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

DATE PAID	PRINCIPAL	INTEREST	PAID TO

(Claimant's Name)

Reg. No.

<u>Description of Major Items</u> (and particularly of goods lost, stolen or destroyed)	<u>Approximate</u> <u>Date Purchase</u>	<u>New or Used</u> <u>When Purchased</u>	<u>Price Paid</u>	<u>Condition when</u> <u>Evacuated</u>	<u>Estimated value</u> <u>at Date of Evacuation</u>
Kitchen Range	1940	New	\$100.00	Good	\$40.00
Oil Incubator	1936	Used	35.00	"	25.00
200 ft. cable rope (wire)	1933	New	24.00	"	10.00
2 Blocks	E39	"	7.50 & 5.00	"	7.00
2 old brick saws	1931	Used	10.00	"	5.00
1 Chain 14 ft.	1932	New	5.00	"	3.00
1 Coal Brooding stove	1937	"	12.00	"	6.00
1 Stumper	1936	"	3.00	"	2.00
Garden Cultivator	1939	"	10.50	"	8.00
2000' shingles @ \$4.00 per M.					8.00

Description of Storage of Goods:

All chattels left on farm

General Statement as to Chattels not Described above:

Chicken boxes, egg boxes etc. apparently have been stolen.

Additional Comments, if any:

EXHIBIT No. 579-4
DATE Aug 17/48
FILLED BY W.S. Huckvale

Tokuma, Okla.
Mitsumo Oka
Signature

ANALYSIS OF PERSONAL PROPERTY CLAIM

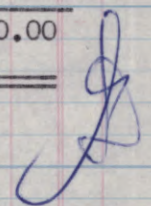
FILE No. 4838
4841

EXHIBIT No. _____

NAME Takuma OKA, Reg. No. 13683 and Mitsumo OKA, Reg. No. 13682
(his wife)

REG. No. _____

DATE	INVENTORY I.C. Bardwell, Agent, TAKEN BY <u>Custodian</u>	DETAILS OF CLAIM	SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
			AUCTION	TENDER &c		
DECLARATION <u>April 20/42</u> EVACUATION <u>May 6/42</u>	DATE <u>May 16/42</u>					
File #4838 "Will be left in Incubator house: 1 Incubator 1 Brooder stove 9 Chicken boxes 9 egg boxes 8 windows 1 8 gallon jar incubator 2000 sheets shingles- to be left in the house in the custody of Mr. J. Curtin - 8 dozen fruit jars, kitchen stove, heater, house- hold furnishings etc.	Stored in Incubator House 1 Incubator 1 Brooder stove and Hoover Hand cultivator quantity of shingles <u>Stored in House</u> Kitchen range Kitchen cabinet Heater 2 beds complete 5 chairs Straw trunk Gramophone & records	Itemized personal property as received April 19/48 explanatory of claim \$200.00, as Page 2/5 e, as follows:- 1 Incubator 25.00 2 Brooder stoves 25.00 1 Land Cultivator 8.00 1 Kitchen range 40.00 2 Beds 10.00 5 Chairs 10.00 1 Gramophone 25.00 200'- $\frac{1}{2}$ " cable 10.00 2 Chokers) 1 Dog hook) 10.00) 1 Logging chain) 2 Blocks 7.00 1 new 8" Cross cut saw) 2 used " " "s) 10.00 6 rolls 6' c hicken fencing 20.00 Total Claim <u>\$ 200.00</u>	1.50 2.25 for 1 stove .50 (broken) 5.00 1.25 for 1 bed 1.50 2.00			chicken egg box windows crock Jars
		<p><u>RECAP:</u> Japanese claim 125.50 sold for - - - 14.00 at Auc " " 12.50 shipped " " 5.00 Abandoned " " 57.00 No record at any time except as shown abo</p> <p>Total claim personal property <u>\$ 200.00</u></p>				



ARTICLES	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANY TIME except in Ltr. June 29/46	ABANDONED	NOT ACCOUNTED FOR THEFT & C	UNSOLD	REMARKS
			X				Shipped X When the premises were examined, nothing was found except a small quantity of cable which was apparently discarded. Shingles missing
chicken boxes egg boxes windows crock Jars							
for 1 stove (broken)				Cabinet		12.50	Feb. 29/44 memo
for 1 bed				5.00			Trunk missing
			10.00				These articles were apparently left with Mr. Curtin, tenant, and were not found by the Custodian. They are not included in Inventory of May 16/42 shown hereon. Mr. Curtin died suddenly just prior to Custodian calling to pick up the articles in his care.
			10.00				
			7.00				
			10.00				
			20.00				
			<u>57.00</u>				

- - - 14.00 at Auction as shown above.

at any time except as shown above

EXHIBIT No. 579-5
DATE Aug 17/48
FILLED BY Mr. J. Rice

File No

ANALYSIS OF
CLAIMMay 18, 1948
REAL PROPERTY
SECTION

4838

Takuma OKA,
Reg. No. 03683

and

4841

Mitsuno (Mrs. Takuma) OKA,
Reg. No. 03683JOINT ACCOUNT

Re The Director, The Veterans Land Act

REAL PROPERTY,Haney, B.C.
known as
Lot 7 of S.W. $\frac{1}{4}$ of Sec. 22,
Tp. 12, Map 3118,
Municipality of Maple Ridge,
Dist. of New Westminster, B.C.Takuma OKA and Mitsuno (Mrs. Takuma) OKA make
claim for (Gross) as follows: -

Land -	\$1500.00	
Improvements	<u>2000.00</u>	\$3500.00
Sales price (Gross)	1866.00	

	<u>Assessed Value</u>	<u>Claimants Value</u>	<u>S. S. B. Appraisal</u>	<u>V. L. A. Price</u>
Land	900.00	1500.00	490.00	
Improvements	<u>1900.00</u>	2000.00	<u>1410.00</u>	
	\$2800.00	3500.00	1900.00	1866.00

RECAP:

Gross amount of Claim -	3500.00
" " sale	<u>1866.00</u>

"B. R. Dusenbury"
B. R. Dusenbury,
Office of the Custodian.

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

October 6/48

J. Sprad
JY