

<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 % of Total	Sale Price	Total Award 125% of all Sale Prices: % of Total	
					189.				961.00
<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 Declared Not Found, & Recorded Now Missing		Apply % ratio to Claim	Deduct Custodian Sale Price
<u>MISCELLANEOUS CHATTELS</u>									
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Applica-tion of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price		
TOTAL RECOMMENDATION									961.00

CASE NO: 630.

JAPANESE PROPERTY CLAIMS COMMISSION

Lethbridge, Alberta,
August 30th, 1948.

IN THE MATTER OF THE CLAIM OF
JAMES SUEYUKI OKANO.

PROCEEDINGS AT HEARING.

Original.

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 30th, 1948.

IN THE MATTER OF THE CLAIM OF

JAMES SUEYUKI OKANO.

PROCEEDINGS AT HEARING.

20 APPEARANCES:

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

appearing for the
Dominion Government.

L.S.S. TURCOTTE, Esq.,

appearing for the
Claimant.

MIS LILLIE THOMAS,

Secretary.

MRS. LUCIE HANDFORD,

Official Interpreter.

S.R. HOWARD, Esq.,

Official Reporter.

30

J.S. Okano,
In Chief.

THE SECRETARY: Case No. 630, James Sueyuki Okano.

JAMES SUEYUKI OKANO, the claimant herein,
being first duly sworn, testified
as follows:

DIRECT EXAMINATION BY MR. TURCOTTE:

Q Mr. Okano, will you sign that form (indicating),
please? A: Yes. (Witness
complies).

10 Q Mr. Okano, you are claiming for loss which you say
the sale of
arose over/a piece of unimproved land at the
Coast? A: Yes;

Q And I am showing you a statement setting out the
particulars of the land, when you bought it, from
whom you bought it, what you paid for it, what you
intended to do with it, and your description of
the land. Is that true to the best of your memory
and belief?

A Yes.

MR. TURCOTTE: Exhibit 1.

20 (STATEMENT MARKED EXHIBIT NO. 1).

MR. TURCOTTE: Q: From whom did you buy the land, Mr.
Okano? A: Mr. William
McAfee.

Q Mr. William McAfee? A: Yes.

Q How much did you pay for it?

A One thousand dollars.

Q One thousand dollars?

A Yes.

30 Q I am showing you an agreement setting out the
details of that transaction (indicating). Is

J.S. Okano,
In Chief.

that the agreement?

A Yes.

MR. TURCOTTE: Exhibit 2.

(AGREEMENT MARKED EXHIBIT NO. 2).

MR. TURCOTTE: That agreement, your Honour, sets out that there were 50 acres at \$1000.00 and it is dated the 1st day of October, 1937.

THE SUB-COMMISSIONER: Yes.

MR. TURCOTTE: Will my learned friend file the farm appraisal report?

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 3).

MR. TURCOTTE: Q: Now, Mr. Okano, referring to Exhibit No. 3, which is the farm appraisal report, made by I.T. Barnet, he says that there is only 38.70 acres in this place.

A Well I don't know how they got that figure of 38; that is just on the north side of the road and there is about 11 acres or so on the south side of the road.

20 MR. TURCOTTE: May I see Exhibit 2 again, please? I just want to make sure of that.

(Exhibit No. 2 to Mr. Turcotte).

This agreement, I stated, covered 50 acres, but it says, "That part of the fifty acres" . . . "which lies north of the Rainbow Road".

Q Well now, in their appraisal they say it is wooded and rocky hillside. Do you personally know this land?

A Oh yes, sure.

30 Q And what have you to say about that, that it is rocky?

J.S. Okano,
In Chief.

A Well down the Coast, well, you never find a place like the Prairies. You do not see all dirt but I claim there is a place there just on the north side of the road, it kind of slopes down and it flattens out, well, naturally in B.C., where there is a hill like that, it is partly rocky, I will admit that, but it isn't rocky right through because after it slopes down there and flattens out and that soil there, I figure, is very good.

10 Q Well now, forgetting for a moment the property on the south side of the road and just keeping to the 38 acres on the north side, how much would you say of that 38 acres could be farmed?

A Well, roughly I would figure about, let's see now, there is 38 acres on the bottom, I believe about 25 acres could be.

Q Could be farmed? A: Yes.

MR. RICE: How many?

MR. TURCOTTE: Twenty-five.

20 Q What did you intend to do with that property?

A Well now I was figuring on starting up a farm of my own and clear the place up.

Q That is what you bought it for?

A Yes.

Q Now you paid \$1000.00 for it in 1938 and you are claiming \$1500.00 for it. On what basis have you raised the price from \$1000.00 to \$1500.00?

A Well when this man first, Mr. McAfee, he wanted to get rid of this land because he had lots of land himself, and he was figuring on \$100.00 an acre,

30

J.S. Okano,
In Chief,

see, and that is the 50 acres there, but he gave it to me for \$1000.00 and it was easily worth that, because that soil down there where I was talking about in the same place, it was rocky, but other places the creek was running down the middle there and there is a good water supply and the soil around there was rich.

Q Aren't you a little mistaken about \$100.00 an acre, because 50 acres would be \$5000.00?

10 A That is right, I am figuring a little wrong on that, but anyway he was claiming \$1500.00.

Q \$1500.00? A: Yes, but he let it go at that.

THE SUB-COMMISSIONER: You mean he was asking \$1500.00, do you? A: Yes, asking that.

MR. TURCOTTE: Q: And he sold it to you for \$1000.00?

A Yes.

MR. TURCOTTE: Will my learned friend admit that the
20 assessed value was \$750.00?

MR. RICE: Yes, that is our record.

MR. TURCOTTE: That is all.

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

I wish to tender as an exhibit a real property summary with a claim on real property/~~xx~~ attached showing the assessed value, the valuations of the claimant, and the V.L.A. appraisal on the same.

(DOCUMENTS MARKED EXHIBIT NO. 5).

30 MR. RICE: That is all.

THE SUB-COMMISSIONER: That is all, thanks.

THE WITNESS: Thank you.

(Witness aside)

(PROCEEDINGS ADJOURNED SINE DIE)

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

S.R. Howard
"S.R. HOWARD"
Official Reporter.

10

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

M. E. Mansory
SUB-COMMISSIONER.

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File 2137

NOV 25 1947

Case No. 630

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

Letting

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

(1) NAME OKANO JAMES SUEYUKI (RCMP) Reg. No. 10064
(Print) Surname Given Name

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

(3) Present Address Box 152, Magrath, Alberta.

(4) REAL ESTATE

(a) Street Address (if any) _____
City or Municipality, Province

(b) Legal description (lot number, block number, section number, etc.) Title No. 130265-1/130265-I

That part of the West half of Section two(2), Range two(2) East, North Division of Salt Spring Island, Cowichan District, Lying to the North of Rainbow Road, As said road is shown on Plan deposited under D.D. No. 1098 O.S.

(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

(e) Fair market value at date of sale (estimate this to the best of your ability):
(i) Land - - - - - \$ 1500.00
(ii) Buildings - - - - - \$ _____
(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) - - - - - \$ 1500.00
(v) Amount at which Custodian sold property and credited your account - - - \$ 160.00
(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - \$ 1340.00

(5) PERSONAL PROPERTY

(a) Place or places at which property was left by the claimant at date of evacuation _____
(b) Type of premises in which property left (e.g., house, warehouse, garage, shed, church basement, etc.) _____
(c) How stored or packed at time of evacuation _____

(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")

Care of the Custodian

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

- | | | | |
|-----|-------|--------------------|-------|
| 1. | _____ | Estimated Value \$ | _____ |
| 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) - - - - - \$1340.00

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

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, James Suoyuki OKANO of the town of Magrath 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 town of Magrath in the Province of Alberta. this 21 day of November. A.D. 1947.

James S. Okano
 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.

James Sueyuki Okano
 (Claimant's Name)

**REAL ESTATE
 (Farm Land)**

10064

Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Cleared or 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	50 acres	1938	Mr. W. McAfee	\$1000.00	All uncleared	fence	\$1500.00

Total

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

Description	When Made	Cost
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BUILDINGS Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
							Sold for	189.00
							Claim	1311.00

EXHIBIT No. 630-1.
 DATE August 30/48
 FILED BY R. L. Lucette

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

I purchased this land in 1938 for \$1000.00. Between 1938 and 1942 the price of this land went up in value and I believe that if I had purchased this land in 1942 under ordinary conditions I would have had to pay \$1500.00. I intended to clear this land and farm it. Some parts are rocky but I believe that most of it could have been farmed. Except for a small portion I dispute the statement that this property is a hillside, most of it is level.

James Okano
 Signature

This Agreement,

made in duplicate this - First (1st) -
day of October in the year of Our Lord one thousand nine hundred and thirty-seven.
BETWEEN

WILLIAM ALLEN McAFEE, Blacksmith,

of Ganges, Salt Spring Island,

in the Province of British Columbia,

hereinafter called the "said Vendor," of the one part,

AND

KUMANOSUKE OKANO, Farmer,

of Salt Spring Island,

in the Province of British Columbia,

hereinafter called the "said Purchaser," of the other part.

WHEREAS, the said Vendor has agreed to sell to the said Purchaser and the said Purchaser has agreed to purchase of and from the said 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 North Division of Salt Spring Island, Cowichan District, Province of British Columbia, and more particularly described as follows:—

That part of the Fifty (50) acres more or less of the West half (W.½) of Section Two (2), Range Two (2) East, of North Division, Salt Spring Island, which lies North of the Rainbow Road.

EXHIBIT No. 630-2-
DATE August 30/48
FILED BY R. J. L. [Signature]

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of
One Thousand (\$1000.00) ----- Dollars
of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that
is to say: the sum of Three Hundred and Fifty (\$350.00) ----- Dollars
on the execution of this agreement (the receipt whereof the said Vendor doth hereby admit and
acknowledge), and the balance payable as follows:

The sum of Six Hundred and Fifty (\$650.00) Dollars on the 31st day
of July 1938 together with interest at the rate of seven per centum
(7%) per annum on the principal sum from time to time remaining
unpaid after as well as before maturity.

NOW IT IS HEREBY AGREED by the parties hereto, in the manner following, that is to say: THE
said Purchaser DOTH COVENANT, PROMISE AND AGREE, to and with the said Vendor that
he or they shall or will well and truly pay, or cause to be paid, to the said Vendor the said sum of
money above mentioned, together with the interest thereon at the rate of Seven (7%) per cent.
per annum, 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.

IN CONSIDERATION WHEREOF, and on payment of the said sum of money, with interest thereon
as aforesaid, the said Vendor DOTH COVENANT, PROMISE AND AGREE to and with the said
Purchaser to convey and assure, or cause to be conveyed and assured, to the said 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 local improvement assessments or taxes and sewer
rates, 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 said Purchaser and shall contain the usual statutory
covenants, but the said 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 the possession of the said Vendor.

AND ALSO shall and will suffer and permit the said Purchaser to occupy and enjoy the same until
default be made in the payment of the 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, and 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 said Vendor may give the said
Purchaser thirty (30) ----- 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 said 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 said Vendor as liquidated 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 said Vendor
shall have the right to sell and convey the said lands and premises to any purchaser thereof.

THE SAID PURCHASER shall and will during the continuance of this Agreement, and so long as
any money remains unpaid thereunder, insure and keep insured against loss or damage by fire all
buildings or other erections erected on the said lands, or which may be hereafter erected hereon, in
the sum of not less than

with some insurance Company to be approved of by the said 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 unto the said Vendor the policy or policies of assurance, receipt and receipts, thereto
appertaining, and if the said 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.

AND ALSO, it is hereby agreed that the said 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.

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 said Purchaser or mailed at any Post Office, under registered cover, addressed as follows:

Kumanosuke Okano,
Ganges, Salt Spring Island, B. C.

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, and 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 and the masculine pronoun are used, the same shall be construed as meaning the plural or the feminine 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 said Vendor shall be at liberty to cancel, remove and determine such registration on production to the Registrar of a satisfactory declaration that such default has occurred and is then continuing.

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 the said Purchaser hereby irrevocably appoints the said Vendor his true and lawful attorney for and in the name of the said 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 AND SEALED

in the Presence of:

Fred Morris
Ganges B.C.

William Allen, M.P.

Kumanosuke Okano



Affidavit for Witness

To Wit: Fred Morris, of the village of Ganges B-6, 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 H. A. McAfee and H. Okano.
the part thereto, for the purposes named therein.
2. The said instrument was executed at Ganges B-6
3. I know the said part in 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 Ganges, in the Province of British Columbia, this 5th day of October 1937. Fred Morris

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

Dated October 1st, 1937.

WILLIAM ALLEN MCAFEE

AND

KUMANOSUKE OKANO

Agreement for Sale of Land

North Division, Salt Spring Island, Cowichan District, British Columbia.

Pt. of 50 acres of W. 1/2 of Section 2, Range 2 East, of North Division, S.S.I., which lies North of the Rainbow Road.

Victoria Printing and Publishing Co., Victoria, B.C.

Table with 4 columns: Date Paid, Principal, Interest, Paid to. The table is currently empty.

For Maker of a Deed

I HEREBY CERTIFY that, on the ... day of ..., 19... at ... in the ... of ... (whose identity has been proved by the evidence on oath of ... who is) personally known to me, appeared before me and acknowledged to me that ... the person ... mentioned in the annexed instrument as the maker ... thereof, and whose name ... subscribed thereto as part ..., that ... knows the contents thereof, and that ... executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereto set my hand and Seal of Office at ... this ... day of ..., in the year of our Lord one thousand nine hundred and ...

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

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

BC-716-P

Farm Appraisal Report

File No. JL-801

Land Description: That pt. of W $\frac{1}{2}$ of Sec. 2, Rge. 2, E., lying to the North of Rainbow Rd. as said road is shown on Plan 1098 o.s. N. Salt Spring Is.
Containing 38.70 Acres

Owner's Name: OKANO, James S. Post Office Address: Ganges, B.C.

Nearest Rail Point: N.A. C.P.R. Boat service at wharf Distance: 1 $\frac{1}{4}$ miles.

Market Town: Vancouver or Victoria by boat. Distance: 40 "

Church (give denomination): Protestant, Ganges. Distance: 1 $\frac{1}{4}$ "

Nearest School: Ganges Consolidated Distance: 1 $\frac{1}{4}$ "

State how property was identified: One corner and one road post and map.

Roads: State whether property has access to main road, the kind of road and its condition.
Yes. Rainbow road, good, is frontage.

Is this district a good one? Salt Spring is fairly good Island.

Employment opportunity: Limited. Work in woods, farms & fishing.

Predominating Nationality and religion: British, Protestant.

Describe Fencing and its condition: Nil Value \$

Water supply: None developed. Could be obtained from creek on or near West line. Value \$

BUILDINGS ON FARM

2137

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 \$ -

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 nearest bush

EXHIBIT NO. 630-3
DATE August 30/48
FILED BY [Signature]

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
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
	It is very probable a thrifty industrious man would find ample spots for good home garden.					
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	
38.70	Wooded & rocky hillside. Part of the main range of hills on the Island. Long time fuel supply. Not a timber proposition.				5.00	193.50

Total value of Land \$ 193.50

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 \$ 193.50

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

Unimproved.

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

Purely a wood supply.

Noxious weeds:

Not in evidence.

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

Provincial Government - Land & School \$10.40.

Date: 21st August 1942.
Place: Victoria, B.C.

I certify that the above report is based on a personal examination of the whole farm made on the 10 day of August 19 42

Inspector's Signature

"T. GODFREY"

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

Farm Appraisal Report

JL-101 - J.S. OKANO

Remarks:

I am informed that a local man, Mr. McAfee of Ganges held this for many years, then in recent years sold to a Japanese, a son of a greenhouse owner on the Island. I am further of the opinion, formed while appraising other adjacent properties, that in this area is the main source of water, which is later tapped at another creek running into Booth Canal and on which other Japanese have recorded water rights. I am very doubtful if it can ever be considered as other than a fuel supply.

(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.)

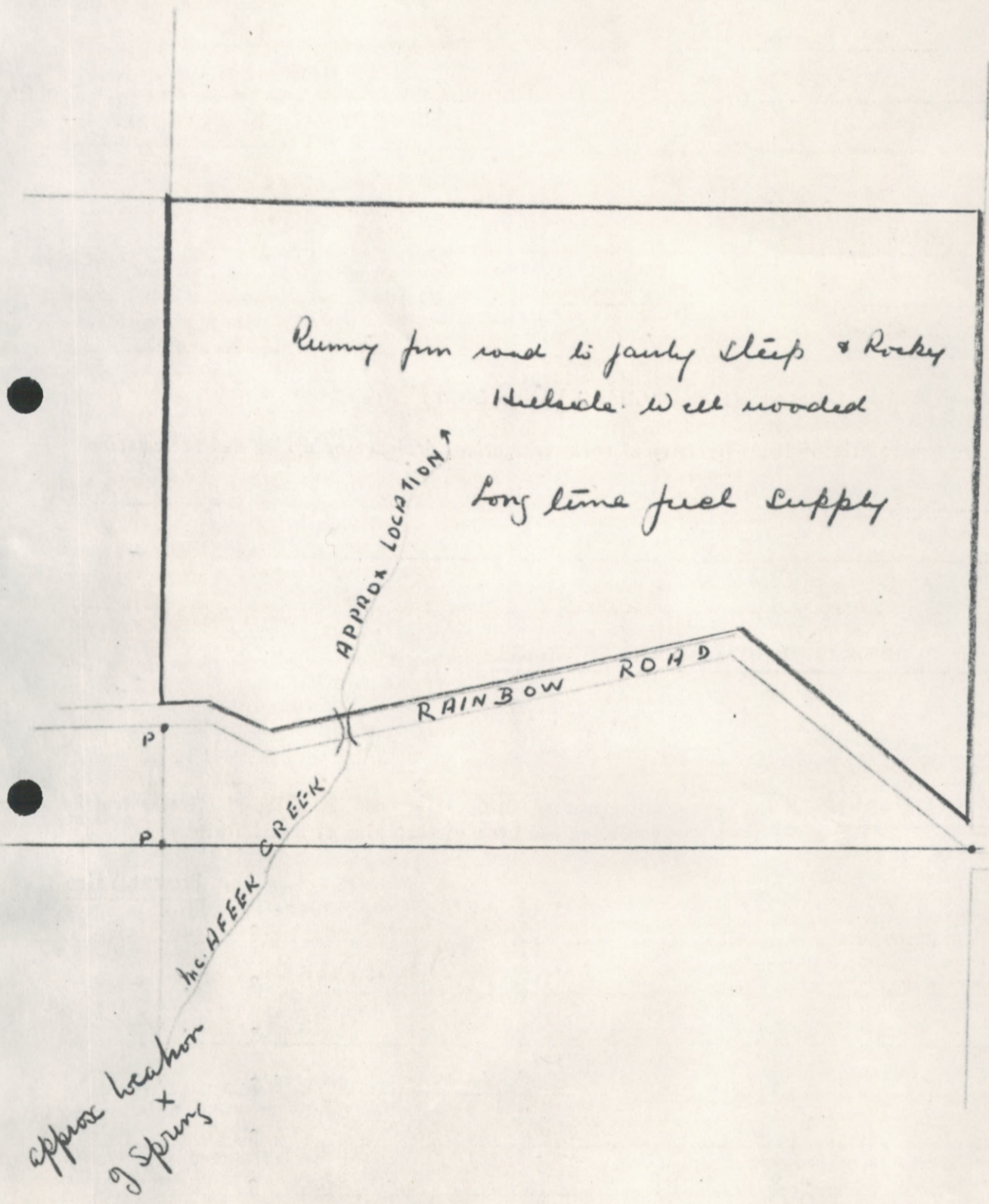
Present Value

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

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 \$ 200.00

Date 25th August 19 42.

"I.T. BARNET"

District Superintendent.

EXHIBIT No. 630-4

DATE August 30/48

FILED BY G.E.A. Rice

REAL PROPERTY SUMMARY

Catalogue No. S.S.B.

File No. 2137.

Name: Sueyuki (James) OKANO.

Reg. No. 10064.

Address: Ganges, Salt Spring Island, B. C.

Legal Description: That part of the West half of Section 2, Range 2 East, North Division of Salt Spring Island, Cowichan District, lying to the North of Rainbow Road as said road is shown on plan deposited under D.D. 1098 O.S.

Classification: Vacant land.

Registered in the name of: JAMES S. OKANO.

State of Title (No. 130265-I): Clear.

Sold to: THE DIRECTOR, SOLDIER SETTLEMENT AND VETERANS' LAND ACT for \$189.00 (Cash).

As at: January 1st, 1944.

Payment received: December 29th, 1944.

Receipt of Title (No. 147658-I) acknowledged by Purchasers on: December 20th, 1944.

Completed sales statement to Evacuee sent on: January 24th, 1945.

Net proceeds (\$186.00) released to credit of Sueyuki (James) OKANO as of: Jan. 1/44.

Chattels: Not involved.

Insurance: None.

Administration: This property consists of a small parcel of vacant land on Salt Spring Island, which remained unproductive during the period of our administration.

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

29th January, 1947.

"R. G. Bell"

RGB/P.

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

October 4, 1948

J. May
J. Y.

CLAIM ON REAL PROPERTY

Claimant: James Sueyuki OKANO.

File 2137.

<u>Amount</u>	<u>On</u>	<u>Jap. Valuation</u>	<u>Ass. Value</u>	<u>VLA Appr.</u>	<u>Realized</u>	<u>Remarks</u>
(1) \$1,340.00	38.7 acres second growth Timberland on Salt Spring Island.	\$1,500.00	\$750.00	\$193.50	\$189.00	(1) This property is described by VLA appraiser as a wooded rocky hillside, suitable for long-time fuel supply for greenhouses but not as a timber proposition.

"R. G. Bell"

Vancouver, B. C., Feb. 27/48.

RGB/P.

I hereby certify the above words are a true
copy of the original whereof they purport to
be a copy.
October 4, 1948

F. May
M.J.

February 3rd, 1950.

EXHIBIT No. 630-5
DATE Feb 4/50
FILED BY
The Commissioner

Mr. Justice Bird,
Law Chambers,
Court House,
Victoria, B. C.

Dear Sir:

Re: That part of the West half of Section 2,
Range 2, lying to the North of Rainbow Road,
North Salt Spring Island, containing 38.7 acres
more or less.

Acting on your instructions I have made an examination of the above land and beg to report as follows.-

The area lies only about one mile from Ganges Village and the land slopes to the North and about $\frac{1}{2}$ thereof seems to be quite good land, cultivable when cleared.

Apparently ^{Tie} no logging has taken place thereon since although there is a fair stand of ~~Fir~~ timber and a few cedar poles thereon, interspersed with an occasional medium sized Fir that would make cordwood. The main portion of the land is covered by young second-growth, that would not be heavy clearing.

I made several enquiries regarding the value of adjacent properties and find that in smaller blocks of 2 to 3 acres the asking price is up to \$100.00 per acre, but with no recent sales reported.

The area could be subdivided into 4 or 5 blocks of 8 or 9 acres each, and would fetch perhaps \$50.00 per acre.

I would, however, state that at the present time, and at any time during the last 3 or 4 years that the maximum value thereof would be not more than ~~\$1500.00.~~ ^{\$1250.00}

Respectfully submitted,

H. M. Hall.

H. M. Hall.