Name of Claimant OGAWA, Kiyo Case 1250

Custodian File 2883

REAL PROPERTY											Total
Greater Vancouver		Rural (except V.L.A.)			V.L.A. (except Mission Village)			V.L.A. Mission Village			
Sale Price	5% thereof & 12.50	Sale Price	10% thereof	Charges 12.50 & Comm.	Sale Price	Total Award 80% of all Sale Prices % of Total	Total Award 80% of all Sale Prices Amount	Sale Price	Total Award 125% of all Sale Prices: % of Total	Total Award 125% of all Sale Prices: Amount	
		500.	50.00	12.50 .00	952.		549.78				50.00 549.78 62.50

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

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

MISCELLANEOUS CHATTELS								
Claim for goods Sold By Auction	Sale Price of Goods Sold By Auction	Rebates of charges 30% of Sale Price	Ratio in % of Sale Price to Claim	Claim for goods Declared Not Found, Recorded Now Missing, & Sold Not Paid	Application of % ratio to amount in next preceding column	Sale Price of goods Sold by Tender	12% of Sale Price	
78.50	89.95	26.98	75%	158.55	118.91	46.10	5.53	151.42

TOTAL RECOMMENDATION	813.70

1540

CASE NO: 1250

JAPANESE PROPERTY CLAIMS COMMISSION

Toronto, Ontario,

November 15, 1948.

IN THE MATTER OF THE CLAIM OF

KIYO OGAWA

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 J. A. McGIBBON, SUB-COMMISSIONER.

Toronto, Ontario,

November 15, 1948.

IN THE MATTER OF THE CLAIM OF

KIYO OGAWA

PROCEEDINGS AT HEARING

APPEARANCES:

K. AI CHRISTIE, ESQ., K.C.	appearing for the Dominion Government.
R. A. BEST, ESQ.,	appearing for the Claimant.

A. SMITH, ESQ.,	Secretary.
G. N. R. UPTON, ESQ.,	Official Interpreter.
J. B. McGREGOR, ESQ.,	Official Reporter.

KIYO OGAWA, the claimant herein, having been first duly sworn, testified through the interpreter as follows:

DIRECT EXAMINATION BY MR. BEST:

Q. Is that your signature? A. Yes.

Q. Was that form prepared upon your instructions? A. Yes.

Q. And do you swear the contents are true?

A. Yes.

(REAL ESTATE FARMLAND CLAIM FORM MARKED EXHIBIT NO. 1)

MR. CHRISTIE: I tender as Exhibit 2 the Farm Appraisal report.

(FARM APPRAISAL REPORT MARKED EXHIBIT NO. 2)

MR. BEST: I understand that prior to the evacuation you owned two small farms near Mission, is that right? A. Yes.

Q. Just how far from the town of Mission were you?

A. Two miles.

Q. Now your husband had apparently farmed this property for a great many years, since 1919?

A. Yes.

Q. And he continued to farm it up until he died in 1939? A. Yes.

Q. And I understand your son has farmed it together with yourself since then? A. Yes.

Q. Apparently it was all uncleared land when you bought it back in 1919?

A. Yes.

Q. And now there is just one acre uncleared?

A. Yes.

Q. Did your husband and your sons do all this clearing or did they have someone else do it?

A. We employed outside labour also.

Q. I take it then that the estimate of the cost of clearing included what you paid that outside help and what you paid for material?

A. Yes.

Q. There is an item on your claim for 450 feet of fencing and the appraisal says the property is practically unfenced. What would you say about the condition of the fence at the time you left?

A. There was no fence at the back but the front was all fenced.

Q. Was your well usable at the time you left? A. There was water in the well at the time we left.

Q. And you used it, did you?

A. Yes.

Q. Now, is that your signature? A. Yes.

Q. Was that form prepared upon your instructions? A. Yes.

Q. And are the contents of it true?

A. Yes.

(REAL ESTATE FARMLAND CLAIM NO. 2 MARKED EXHIBIT NO. 3)

Q. Now apparently you owned another nine acre farm close by, is that correct?

A. Yes.

Q. Was it adjoining your home or was it some distance away? A. Abouthalf a mile away.

Q. And that property was apparently purchased from a Mr. Kudo through the Canada Permanent Trust Company in 1937?

A. Yes.

Q. Now, according to your claim there were three acres of strawberries on this nine acre farm and the balance was uncleared. Did you grow anything other than strawberries on this particular parcel of land? A. As far as the crop was concerned there were only strawberries.

Q. Now, I believe there was just one small building on this property, a packing shed 14 x 20, and it was apparently built a couple of years before the evacuation? A. Yes.

Q. Is that your signature? A. Yes.

Q. Was that form prepared upon your instructions? A. Yes.

Q. Do you swear the contents of it are true?

A. Yes.

(PERSONAL CHATTELS CLAIM FORM MARKED EXHIBIT 4)

MR. CHRISTIE: I tender as Exhibit 5 the Analysis of Personal Property Claim.

(ANALYSIS OF PERSONAL PROPERTY CLAIM MARKED EXHIBIT NO. 5)

Q. Now, apparently you had a great many tools and small pieces of furniture and chattels which you left at your house, is that correct?

A. Yes.

Q. I understand that you leased your property to a man called Teichgrab before the evacuation?

A. Yes.

Q. Now, was it the understanding that he was to look after these things for you when he leased your property?

A. She doesn't seem to be able to answer that question and says her son can reply to it.

Q. You have told us that in 1937 when you purchased the 9 acre parcel of land that you paid $540. for it; are you sure that was the sum?

A. I bought it for $540., but I didn't pay the whole thing.

Q. That was the purchase price?

A. Yes.

CROSS-EXAMINATION BY MR. CHRISTIE:

Q. I am showing you a J.P. Form dated the 7th of April, 1942, whose signature is that?

A. That is my signature.

Q. You stated on this J.P. Form that you were leaving the household and personal effects in the care of Mr. H. Teichgrab, of Dewdney, B.C.?

A. She says I don't know.

Q. Then do you know Mr. James Campbell, a lawyer in Mission? A. Yes.

Q. And did you instruct him to send a list of these goods to the Custodian at a later time?

A. I don't know, I referred the matter to my son.

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

Q. After the death of your husband did you continue to reside on this farm until 1942?

A. Yes.

Q. And how many were living on the farm?

A. Three children and myself.

Q. What income did she receive from the farm? A. I don't know.

Q. You were evacuated on April 11th, 1942?

A. Yes.

Q. I notice the appraiser in this report which is made as of the 14th of May, 1942, which is one month later, says the well was caved in, no domestic supply at present on property, obtained from neighbour's well.

What has she got to say in regard to that statement?

A. We were in the process of fixing the well and we didn't have time.

Q. Were they able to use the water or is it true they got it from a neighbours?

A. For a short while, yes. We had been repairing it for two or three days but we didn't have time to fix it up properly.

Q. When you say that these different buildings were erected by your own labour, whose labour do you mean? A. What buildings?

Q. The buildings on this parcel of land?

A. Those were put up by my husband and others.

Q. Now, was this particular property leased to

Mr. Teichgrab prior to your evacuation?

A. Yes, at the time I was evacuated.

Q. And was Mr. Teichgrab to have the use of any of the farm implements?

A. Yes.

Q. And was he to have the use of the hay?

A. Yes.

Q. Where was this 1000 lbs of telephone wire?

A. In the stable.

Q. Was it there loose or was it being used for any purpose?

A. It was put there for the purpose of being used as hop wire.

Q. That would be used outside -- they wouldn't string it inside for drying, would they?

A. No, it was for the purpose of being used outside.

Q. Was he to have the use of the household furniture and kitchen utensils? A. Yes.

Q. I would like to file as exhibit 7 the certificate of encumbrance of this particular parcel, being lot 3 of the north-east quarter.

(CERTIFICATE OF ENCUMBRANCE MARKED EXHIBIT 7)

(NOTICE OF ASSESSMENT FOR 1943 MARKED EXHIBIT NO. 8)

Q. Do you know Minoru Kudo? A. Yes.

Q. Did you buy this property known as Lot 1 of the south-east quarter from Mr. Kudo?

A. No. She refers the matter to her son.

Q. Do you remember signing an agreement for

sale, copy of which I produce, between Kudo and yourself in which you agreed to buy this property for $440?

A. I had paid $100. prior to signing this when we first bought it.

Q. Well, has she any explanation why it says here that the price was $40. Why wasn't the full value set out, $540.?

A. She says that must have been when it was transferred to my name.

(AGREEMENT FOR SALE MARKED EXHIBIT NO. 9)

Q. The sale price is set out as $440.

A. We commenced purchasing it in 1937, and the document was completed in 1938.

Q. I file as Exhibit 10 the appraisal of William H. Ansell, dated the 26th of April, 1944, and the value is $30. an acre, a total of $240. and the value of the building is $10. making a total appraised value of $250.

(APPRAISAL ABOVE REFERRED TO MARKED EXHIBIT 10)

RE EXAMINATION BY MR. BEST:

Q. Did I understand your explanation about the purchase price of this 9 acre property -- you have told Mr. Christie that $100. was paid when you first bought it but the document says $440. Now, are you saying that you paid $100. in 1937, and another $440. when the document was signed?

THE SUB-COMMISSIONER: It speaks for itself.

THE WITNESS: That is correct; in 1937 I paid

$100. and subsequently when the agreement was signed I paid a portion of the $440. and there was a small balance left.

YUTAKA OGAWA, having been first duly sworn, testified as follows:

DIRECT EXAMINATION BY MR. BEST:

Q. You are a son of the claimant, are you?

A. Yes.

Q. I understand that after your father's death you operated these two farms?

A. Yes.

Q. So I take it you are more familiar than anyone else with them?

A. Yes.

Q. Now, this property No. 1, with the buildings on it, did you help your father clear this land? A. Yes.

Q. Your mother told us apparently a certain amount was paid for outside labour?

A. Yes.

Q. Now 10,000 feet of ditching, tile ditching -- I take it you mean that the tile was put in the bottom of the ditch and was it covered with wood?

A. It was all covered ditches.

Q. The whole 10,000 feet?

A. About that much.

Q. I take it this ditching ran through the

property cross-wise?

A. No, it ran in all directions. It was rolling property.

Q. Did you and your father do most of the ditching?

A. Mostly, but we had outside labour.

Q. It was mostly done by outside help?

A. Yes.

Q. Most of the cost would be labour?

A. Yes, labour and tile.

Q. How much did you pay for tile?

A. I don't remember, but it must be 4 to 8 cents a piece.

Q. How long is each tile?

A. About 10 inches.

Q. You would be rather young when the house was built back in 1925? A. Yes.

Q. Apparently there was a wood shed built in 1930 and a rather large rhubarb forcing house in 1935. Do you recall that being erected?

A. Yes.

Q. Was it partially underground?

A. About 2 feet.

Q. This old house built in 1920 was still standing, was it? A. Yes.

Q. What was it used for?

A. For a helper's house.

Q. Was it occupied most of the year or just during the picking season?

Y. Ogawa,
In chf.

A. From spring to fall.

Q. Apparently you leased both of these properties to this man Teichgrab just before you left, did you? A. Yes.

Q. Did you know Teichgrab before?

A. No, we didn't.

Q. He was a stranger to you? A. Yes.

Q. And he paid $700. for the lease for what, was it just the season?

A. Yes, the first season.

Q. It was just a lease for one year?

A. Yes, for one season.

Q. And there was an option in it to extend the lease? A. Yes.

Q. Do you know whether or not it was extended?

A. I think I have a report on that.

Q. Now, did the lease include the use of the tools and furniture or not?

A. All the items are are written onto the agreement, there is a list attached to it.

Q. Unfortunately neither Mr. Christie or myself has a copy of that.

MR. CHRISTIE: This lease was given to the Soldier Settlement Board on July 21, 1943.

MR. BEST: Here is a complete list which was apparently made by Mr. Smith of the Custodian's Office. He apparently made this inventory on May 21, 1942. It includes hop baskets, a hop pole hook, and a good many other things, which at some time later

the Custodian said he didn't have a record of.

Can you tell us just by looking at that where most of these things on the list were?

A. Yes, this is it.

MR. CHRISTIE: I think I should point out that list here is not necessarily a list prepared by Mr. Smith.

MR. BEST: Now there was apparently no list made on the original J.P. Form.

THE SUB-COMMISSIONER: Apparently it all went with the property.

Are you filing it as an Exhibit?

MR. BEST: If it is going to help the Commission I am quite prepared to.

I would like to read the relevant clauses in the lease. I don't think there is any place, on a cursory galance, where it says he is leasing the chattels and equipment but there is a clause in here:

"The Lessee 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."

(LEASE ABOVE REFERRED TO MARKED EXHIBIT 11)

MR. BEST: There is a list of implements which seems to include a good many of the items in the

details of the claim, but I do not believe it is exactly synonymous with it. Certainly I would say the majority of the items are there.

(INVENTORY OF CHATTELS MARKED EXHIBIT 12)

MRS. KIYO OGAWA, recalled to the stand, testified as follows:

DIRECT EXAMINATION BY MR. BEST:

Q. Is that your signature?

A. Yes.

Q. Do you remember signing that lease with Mr. Teichgrab just before you were evacuated, three or four days before you left?

A. That is my signature.

YUTAKA OGAWA, recalled to the stand, testified as follows:

DIRECT EXAMINATION BY MR. BEST:

Q. Were you present when this was signed?

A. Yes.

Q. You know it is the same lease?

A. Yes.

Q. Apparently the terms of the lease were that Mr. Teichgrab was to look after the items in the lease? A. Yes.

Q. Was he to use them or to be responsible for them or were they just left there and he was to

have the right to look after them?

A. The implements he could use.

Q. How about the items of furniture and small things, was that the understanding too?

A. Yes.

Q. You valued the horse at $100. and he apparently was sold for $20. How long had you had the horse? A. Since 1939.

Q. You bought it in 193 9?

A. 1939 or 1940.

Q. Do you know how old he was when you bought him? A. They said he was two years old.

Q. And you were convinced he was two years old? A. Yes.

Q. Now there are a good many items that are on this list that the Custodian says he has no record of. Was this list prepared from the lease or how were they compiled?

A. When the Custodian asked for the claim list I wrote this back to him.

Q. That was when you prepared your claim?

A. Yes.

Q. That would be late in 1947?

A. Yes.

Q. And that is when you compiled that list?

A. Yes.

Q. Were all these items left on the premises?

A. Yes.

Q. Now, how about this 1/3 H.P. gas motor

sprayer that you value at $100. Was it left on the premises? A. It wasn't leased to the lessee of the farm. It was no use to them because on that farm the six acres of hops wasn't on the lease. That spray was for the purpose of spraying the hops.

Q. You mean the lease didn't cover the hops?

A. No.

Q. Was that the only thing the sprayer would be used for? A. Yes.

Q. Where did you buy this sprayer, you have said you paid $147.50 for it in 1941?

A. From some firm in Vancouver.

Q. Do you remember the type of sprayer it was?

A. Briggs-Stratton. Here is a picture of it.

Q. There is a picture of this sprayer here. It may be of some help to file it as an Exhibit.

When was this picture taken? A. 1941.

Q. Those are the hops on your farm?

A. Yes.

(2 PHOTOGRAPHS MARKED EXHIBIT 13)

Q. Now about this nine acre farm; this man Ansell says there are approximately 8 acres of rolling ground which is clay loam. It is a very sketchy appraisal.

A. I got a copy of it.

Q. Now, Ansell says this is rolling ground, clay loam, but appears worked out. What do you say about that?

A. It couldn't be worked out because it is

uncleared in 1937, it is practically new land yet.

Q. This stump pulling outfit you bought in 1928 new for $450. and you value it at $75. Now again apparently the Custodian hasn't got a record of it. What did it consist of?

A. It was more of a winch and a few hundred feet of cable used for the purpose of clearing the land.

Q. Did you buy it as a unit for $450. or did you buy the winch separate?

A. I bought the whole outfit.

Q. That would be a rather large thing to lose, wouldn't it? A. Yes.

Q. Where did you leave it?

A. Just outside the barn on the property.

CROSS EXAMINATION BY MR. CHRISTIE:

Q. Was Mr. Teichgrab to have the use of this sprayer and your stump pulling machine?

A. No.

Q. Did you assist your mother in preparing her J. P. Form? A. Yes.

Q. You assisted her? A. Yes.

Q. According to this form, prior to evacuation allhhousehold and personal effects were to be left in the care of Mr. Teichgrab and a list of goods would be sent to the Custodian by Mr. Campbell, a barrister of Mission, and the goods will be left with the tenant. I take it that not only the household goods but the farm implements and anything else

pertaining to the farm were left with Mr. Teichgrab, under his care? A. Yes.

Q. Where did Mr. Campbell come in on it?

A. He was the solicitor for making the lease on the farm.

Q. Did you have any other instructions about the goods? A. No.

Q. This 60 lbs of hop string you estimate at $31.20 that was sold for $3.60 -- how old was that string?

A. It was just bought. It was bought at the beginning of 1942, around January or February.

Q. And had it been used?

A. It was to be used in the coming year.

Q. It had not been used as yet at all then?

A. No.

Q. What about this 1000 lbs of telephone wire. What was it to be used for?

A. That was for the hops.

Q. Where did you put it, outside?

A. That is for stringing the hops.

Q. The picture you showed of the hops here, on top of the poles is that the wire?

A. Yes.

Q. Is that some of this 1000 lbs?

A. That is the remainder of that wire.

Q. How much of the 1000 lbs of telephone wire is strung up on these poles?

A. The 1000 lbs isn't used there, it is stored in the barn.

Q. Had it ever been used at all?

A. This is outside the 1000 lbs.

Q. That is all, thank you.

RE-EXAMINATION BY MR. BEST:

Q. I notice that most of the things that were actually sold by the Custodian at auction were sold for more than you valued it at?

THE SUB-COMMISSIONER: There is no complaint there.

MR. BEST: I was just going to point out he valued the hand sprayer at $5. and it sold for $18.

MR. CHRISTIE: It shows the Custodian is doing the best he can to get the best price he can for the goods, and if he doesn't and the price is low it shows there must be a very small market for them.

THE WITNESS: May I ask one question. About purchasing this 9 acre property, I would like to give you more information how it got so complicated in the agreement. In October, 1937, I went with Kudo to the Canada Permanent Trust Company to buy this property, and of course I took this $100. down payment and at that time I was not of age for purchasing land so the only thing I could do was use Mr. Kudo's name at the time. The purchase price was $540. and I paid $100. at that time.

Q. You actually paid $100. to the Canada Permanent Trust Company?

A. Yes.

Q. Was Kudo a friend of yours?

A. Yes, he was more or less the administrator for our family.

MR. CHRISTIE: I tender as Exhibit 14, Notice of Assessment for 1943, for the 9 acres.

(NOTICE OF ASSESSMENT MARKED EXHIBIT 14)

MR. CHRISTIE: I would like to file as Exhibit 15 the following tenders. The first is dated July 24th, 1944, and is made by H. Farion, and is in the amount of $500.

It is rather interesting to note that this tender is made from North Vancouver at this date, then a little later this tender is revoked, dated August 18th, 1944, at Mission City, and among other things he says is:

"I have looked that place over, its not even worth $50. No one could make a living on it, not even a young man leave alone an old man of 65 like me."

Then there is a tender for the 9 acres from Steve Bodnar, dated September 7th, 1944, in the amount of $500. and this was accepted.

(TENDERS ABOVE REFERRED TO MARKED EXHIBIT 15)

(REAL PROPERTY SUMMARY AND CHATTEL SCHEDULE MARKED EXHIBIT 16)

It is submitted, your honour, that the real property, both parcels, were sold at their fair market value.

It is submitted that these articles of personal property which were sold at auction and by tender were

sold at their fair market value.

It is further submitted that the Custodian is not responsible for those articles of personal property which were left in the custody of a person other than the Custodian and of which the Custodian had no record, and which were not sold by the Custodian.

(PROCEEDINGS ADJOURNED SINE DIE)

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

J. B. McGregor,
Official Reporter.

I, J. A. McGibbon, Deputy Commissioner, appointed to hear a Commission to investigate claims of Japanese Canadians for property loss, do certify the foregoing is a true copy of the evidence heard on the within claim.

J. A. McGibbon,
Deputy Commissioner.

NOV 19 1947

Case 12110

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

File 2883

Toronto

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

(1) NAME OGAWA (Print) Surname KIYO Given Name (RCMP) Reg. No. 13103

(2) Pre-Evacuation Address R.R. NO. 2. Mission City B.C.

(3) Present Address 110 Catharine St. South. Hamilton Ont.

(4) REAL ESTATE

(a) Street Address (if any) Mission City (City or Municipality) B.C. (Province)

(b) Legal description (lot number, block number, section number, etc.)

Lot. 3. of the N.E. 1/4. Section 28 Tp. 17. Map 3031 10 Acres.

Lot. 1. Part of the S.E. 1/4. Section 28 Tp. 17. Map 5727 9 Acres.

(c) Type of Real Property (cross out words which do not apply):

(i) Farm
~~(ii) Residence~~ Type of business Fruits.
~~(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 - - - - - - - - - - - - - - - - $ 4,000.00

(ii) Buildings - - - - - - - - - - - - - - - $ 2,500.00

(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) - $ 6,500.00

(v) Amount at which Custodian sold property and credited your account - - $ 1,452.00

(f) Loss (This figure is arrived at by deducting item (v) from item (iv) - - - $ 5,048.00

(5) PERSONAL PROPERTY

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

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

(c) How stored or packed at time of evacuation Just lefted in above premises

(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") On first year the farm equipments leased and there on was by the Custodian's care, Later sold by auction according to the Statement

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

1. Farm equipments. Estimated Value $ 300.00
2. Livestock. Estimated Value $ 100.00
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 $ 400 00

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) - $ 5,448.00

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

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

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)
Province of Ontario)
TO WIT:)

I, Kiyo Ogawa of the City
of Hamilton in the Province of Ontario

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 Hamilton)
in the County of Wentworth)
this 14th day of November)
A.D. 1947.)

K. Ogawa

A Commissioner &c.
a Notary Public in & for the Province of Ontario

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.

OGAWA , Kiyo

R.P.#.1 (Claimant's Name)

REAL ESTATE
(Farm Land)

EXHIBIT No. 250-1
DATE NOV 15 1948
FILLED BY R. A. Reeds

13103
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	1	1919	G.B. Cade	$500.00			
Cultivated not planted							
Cultivated and not in crop							
List Crops							
Rhubarb	.6				all cleared	none	$3000.00
Loganberries	1.1						
Blackberries	1.15						
Raspberries	.75						
Strawberries	1.8						
Hops	.6						
200 fruit trees 10							
Total							

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

Description	When Made	Cost	
Cleared and cultivated 9 acres	1919-1936	$2700.00	labour and material
Fenced 450'	1919	200.00	
Ditching 10,000.00 tile put in	1919-1935	1500.00	
Gravel Roadway 130[redacted]'	1919-1935	500.00	

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Well	40'x5'x 8'		1930		$200.00			
House 1½storey	22x26	frame	1925	1200.00	100.00	$1200.00	$1000.00	$1500.00
Verandah	8x22	"						
Garage	12x18	"	1928	50.00		50.00	50.00	50.00
Barn and shed	16x22	"	1930	400.00	50.00	400100	375.00	475.00
	12x22							
	12x22							
Rhubarb Forcing house	24x40	frame	1935	175.00	25.00	150.00	150.00	200.00
Wood shed	"		1930	25.00		25.00	25.00	25.00
Old House	12x24	"	1920	400.00		400.00	600.00	200 .00
2 packing shed	16x20		1926-1933	75.00		75.00	100.00	50.00
							Total	$ 2500.00

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

Assessment 1948 Land $300.00
Improvements $700.00

Lease: $700.00 yr.

Summary

~~Estimated value Land $3000.00~~
~~Bldgs. 2500.00~~
~~Total $5500.00~~

Original Claim $5000.00
Sold b Custodian 952.00
Claim $4048.00

K. Ogawa
Signature

BC-263:P.
BC-2754-B.

BC/263-P
BC/2754-B

(1) EXHIBIT No. 18 J10-2
DATE
BY K B Christie

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

Farm Appraisal Report

File No. JL-77

Land Description Lot 3, NE¼ Sec.28, Tp.17.

Containing 10 Acres

Owner's Name K. OGAWA Post Office Address R.R., Mission, B.C.

Nearest Rail Point Mission Distance 3 miles

Market Town Mission Distance 3 "

Church (give denomination) All denominations Distance 3 "

Nearest School Ferndale Distance ½ "

State how property was identified: By map and roads

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

On Dewdney Trunk Road, gravel, good.

Is this district a good one? Fair.

Employment opportunity Seasonal.

Predominating Nationality and religion: Large number Jap holdings in this area.

Describe Fencing and its condition: Practically unfenced. Value $

Water supply: Well caved in, no domestic supply at present on property - obtained from neighbor's well. Value $

2883

BUILDINGS ON FARM

BUILDINGS	DIMENSIONS	MATERIAL	HEIGHT	ROOF	AGE	Foundation	REPAIR	VALUATION
HOUSE	22 x 26	Frame	9'	Shgld.	25 yrs.	Concrete	Fair	500.00
Verandah	8 x 22							
Garage	12 x 18	"	7'	"	"	Sills on ground	"	25.00
BARN	x							
	x							
BARN & Sheds	16 x 22	"	10'	Shakes	"	"	"	100.00
	12 x 22	"	8'	"				
~~XXXXXX~~	12 x 22	"	8'	"	"	"		
	x							
Rhubarb forcing house	24 x 40	"	7'	"	old	"	Poor	50.00
	x							
Wood Shed	18 x 20	"	10'	"	"	Poles	"	-
Old House	12 x 24	"	Of no	value				

Total present day value $ 675.00

Total Value Buildings add to farm $ 500.00

Is dwelling habitable without repairs? If not what is your approximate estimate of cost to make it habitable? Habitable - unfinished upstairs.

$

Describe the basement and chimneys: Concrete basement, dirt floor; Brick chimney from ground.

No. rooms downstairs? 4 Upstairs? 1 How finished Boarded.

Are buildings painted? No. Condition of paint -

Distance from nearst bush No bush now.

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

Cultivated Land

BC/263-P (2)
BC/2754-B

ACRES	LEVEL, UNDULATING, ROLLING OR HILLY	SOIL (State Depth)	SUB-SOIL	KIND AND QUALITY OF CROP	VALUE PER ACRE	TOTAL
9	Rolling 9	Sandy clay loam-15" & Sdy.& gravelly loam 6-8".	Sand & gravel	Small fruits,hops. Some trees-good to poor	50.00	450.00

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	
1	Fairly level	Sandy clay loam-8"	Sand & gravel	Clearing of bush	250.00	20.00	20.00

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 $ 470.00

Total added by buildings to value of farm $ 500.00

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

Total value of farm $ 970.00

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

Farm rented to H.Teichgrab,along with another 9 ac.pty.for $700.Rent to be paid out of crop by the Pacific Co-operative-10 month lease.
Farm not in good state of cultivation.

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

Small fruits, poultry.

Noxious weeds:

Couch grass.

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

Mission Municipality - Taxes $23.92.

Date: May 16th, 1942.
Place: Abbotsford, 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.W. BROWN"

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

BC/263-P
BC/2754-B (3)

JL-17 - OGAWA, K.

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

Farm Appraisal Report

Remarks: Property is located at 399 Dewdney Trunk Road about 3 miles from Mission in a partly developed district. About 2 acres at the east of lot have good soil with a depth of about 15", the balance is lighter and slightly higher. Lot is mainly rolling. Property is not in a good state of cultivation and is weedy in places. It has not had much attention this Spring. Crops consist of 1.1 ac. Logans, good; 1.15 acs.blackberries-good; .75 acs.rasps.-poor; 1.8 acs.straws-good to poor,mostly old plants; .6 acs.hops-good; .6 acs.rhubarb-good. On one acre there are fruit trees with logans planted in the tree rows. The trees are not of any commercial value. Balance of cultivated area is not in crop and partly in sod. There is 1 acre of bush on property.

The dwelling, garage and barn are in fair shape and the other buildings poor. The well on property is caved in and the electric pump has been removed. Water now obtain from neighbor.

Electric light in the house.

I have not valued the small fruit,canes, or plants.

(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
Small fruit acreages -	$
1.1 acs. Logans	$
1.15 " Blackberries	
.75 " Rasps	$
1.8 " Straws	
.6 " Hops	$
.6 " Rhubarb.	
On 1 acre fruit trees are planted with logans in the tree rows.	$
	$
	$
	$
	$
Total	$

Amount fruit trees add to value of farm $

BC/263-P
BC/2754-B (4)

Diagram of Property

Following careful review of this appraisal report, it is my opinion that the present value is $ 900.00

Date May 20th 1942.

"I.T. BARNET"
District Superintendent.

EXHIBIT No. ~~NOV 1 5 1948~~ 1850-8

DATE NOV 1 5 1948

FILLED BY R. S. Cleared

OGAWA, Kiyo

(Claimant's Name)

REAL ESTATE
(Farm Land) Parcel 2

I3I03

Reg. No.

LAND	Acres	Date of Purchase	From Whom	Cost Price	Uncleared or cultivated at date of Purchase	Improvements at date of Purchase	Estimated value at Date of Sale
Uncleared	6	~~1937~~	~~Mr. Kudo~~ through Can. Perm. Trust later tranferred to claimants8name,	$540.00	all unclearad	none	~~$2000~~.00 1475
Cultivated not planted							
Cultivated and not in crop							
List Crops							
Strawberries	3						
Total	9						

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

Description	When Made	Cost	
Cleared and cultivated 3 acres	I937-I939	$I200.00	labour and material
Well 8x8x25'	I939	75.00	

BUILDINGS

Type	Size	Finish	Date Built	Cost Material	Paid for Labour	Value of Own Labour	Allowance for Depreciation	Estimated Value
Packing shed	I4x20	frame	I939	$20.00		$20.00	$I5.00	$25.00

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

Assessment I943 Land $270.00
Improvements 90.00
$360.00

6Summary

Estimated value Land ~~$2000~~ 1475.00
Bldg. 25.00

Original Claim $I500.00
sold by Custodian 500.00
Claim $I000.00

K. Ogawa
Signature

Ogawa Kiyo
(Claimant's Name)

PERSONAL CHATTELS

EXHIBIT No. 1250-4
DATE NOV 15 1948
FILLED BY R. A. Best

n 1303
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
150 Strawberry Picking Trays	1940	New	$50.00	Good	$37.50
60 lbs. of Hop String	1941	New	35.00	Good	30.00
1/3 H.P.Gas Motor Sprayer	1941	New	147.50	Good	100.00
1 Stump Pulling Outfit	1928	New	450.00	Good	75.00

The claimant is claiming on the chattels listed in column 3 of the Analysis of Personal Property Claim valued at $540.75

Description of Storage of Goods:

Some chattels were leased to Mr. H. Teichyrab.
Sprayer and stump pulling machine were left at the barn.

General Statement as to Chattels not Described above:

Summary

Estimated value	$540.75
Sold by Custodian	82.80
Claim	457.95

Additional Comments, if any:

K. Ogawa
Signature

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 288 EXHIBIT No.

NAME Kiyo OGAWA REG. No. 13103

DATE	INVENTORY	DETAILS OF CLAIM			SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
DECLARATION Apr. 7/42	TAKEN BY D.A. Smith				AUCTION	TENDER &c		
EVACUATION Apr. 11/42	DATE May 21/42							
Household and personal effects left in care of H. Teichgrab		1. 5 hop baskets	5 00					
		2. 1 hop pole hook	1 00					
		3. 6 hop basket sacks	2 00					
		4. 30 lbs. Hop wire (6 guages)	1 50			x 22 50		
		5. 4 barrels (water)	4 00					
		6. 200 lbs. wire (14 guage)	4 00			x		
		7. 1 section spike harrow	2 00					
		8. 1 spring tooth cultivator	10 00		14 00			
		9. 1½ tons hay	15 00					
		10. 2 manure forks	1 00	T				
		11. 1 feeder fork	50	T				
		12. 150 strawberry picking tray	37 50					
		13. 1 set harness	5 00		5 60			
		14. 2 wheelbarrows	2 00		2 00			
		15. 2 barrels (water)	2 00	(1)	50			
		16. 2 wooden pails	50					
		17. 3 buckets	45					
		18. 7 hand scythes	1 75	T				
		19. 1 hand sprayer	5 00		19 00			
		20. 1 crow bar	25	T				
		21 2 logging chains	4 00					
		22. 1 gal. coal oil can	25					
		23. 2 wedges	50	T				
		24. 1 peavey	50	T				
		25. 1 milk can	1 00					
		26. 1 D. handled shovel	50	T				
		27. 2 hand made heaters	1 00					
		28. 1000 lbs. Telephone wire	20 00				20 00	
		29. 24 raspberry picking cans	50					
		30. 1 car set	1 00					
		31. 2 single trees	1 00					
		32. 1 spring cultivator	5 00					
		33. 1 sled	1 00					
		34. 1 cross cut saw	1 00	T				
		35. 2 double head axe	1 00	T				
		36. 1 rake	50	T				
		37. 1 shovel	50	T				
		38. 1 dragging hook	50	T				
		39. 5 hoes	2 50	T				
		40. 1 buck saw	1 00	T				
		41. 2 mattocks	1 00	T				
		42. 1 washtub	50					
		43. 1 garden hose	1 00					
		44. 1 mop	25					
		45. 1 well pulley	50					
		46. 1 cable choker	2 00		2 40			
		47. 1 2" water hose	1 00					
		48. 1 egg case	10					
		49. 5 wooden pails	1 50					
		50. 1 1gal. oil can	25					
		51. 1 5 gal. coal oil can	1 00					
		52. 1 case pop bottles	50					
		53. 2 saw gauges	50					
		54. 2 drawers (1 large, 1 small)	4 00		1 00			
		55. 5 kitchen chairs	2 50	(1)	35			
		56. 2 car Jacks	1 00					
		57. 2 book stands	50					
		58. 5 12" x 12" plate glass	75					
		59. 1 bicycle seat	25					
		60. 1 china cabinet	1 00					
		61. 2 hunting traps	25					
		62. 1 scale	2 25					
		63. 14 wooden pails	3 50					
		64. 3 cases 1 qt. jars	1 50					
		65. 1 kitchen stove	5 00					
					$43 85	22 50	20 00	

FILE No. 288 EXHIBIT No. _____ EXHIBIT No. 12 V 0 - 5 NOV 15 1948 CASE No. _____

REG. No. 13103 DATE _____ VENUE TORONTO

FILLED BY K. A. Christie

SALES								
AUCTION	TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	REMARKS
				5 00				Probably used by Haas Hop Co.
				1 00				" "
				2 00				
	x 22 50							
				4 00				
	x							
						2 00		Missing
14 00								
						15 00		Probably used by tenant
				37 50				
5 60								
2 00								
50				1 00				
				50				
				45				
19 00								
				4 00				
				25				
				1 00				
				1 00				
		20 00						No record. Probably fixture
				50				
				1 00				
				1 00				
				5 00				
				1 00				
				50				
				1 00				
				25				
				50				
2 40								
				1 00				
				10				
				1 50				
				25				
				1 00				
				50				
				50				
1 00								
35					2 00			
				1 00				
				50				
				75				
				25				
						1 00		
				25				
				2 25				
				3 50				
				1 50				
						5 00		
$43 85	22 50	20 00		84 30	2 00	23 00		

ANALYSIS OF PERSONAL PROPERTY CLAIM

FILE No. 2883 EXHIBIT No.

NAME Kiyo OGAWA REG. No. 13103

DATE	INVENTORY	DETAILS OF CLAIM		SALES		SOLD WITH REAL PROP.	DECL. NOT FOUND
				AUCTION	TENDER &c		
Declaration Apr. 7/42	Taken by D. A. Smith			43 85	22 50	20 00	
Evacuation Apr. 11/42	Date May 21/42						
		66. 1 set Clothes line & pulleys	1 00			1 00	
		67. 1 camp stove	1 00				
		68. 10 4 gal. tins	2 50				
		69. 2 doz. Jar bottles	1 00				
		70. 1 spike harrow	2 00				
		71. 2 thermometers	50				
		72. 60 lbs. hop string	31 20		3 60		
		73. 1 baby bed	1 00				
		74. 4 mattresses	4 00				
		75. 1 tire 600 - 16	2 00				
		76. 1 gramaphone	5 00	1 75			
		77. 1 heater stove	5 00				
		78. 1 piano	25 00	29 00			
		79. 3 benches	75	(1) 50			
		80. 1 round table	1 00	35			
		81. 1 square table	1 00	75			
		82. 1 long table	1 00	50			
		83. 1 stool	25				
		84. 3 sledge hammers	1 50				
		85. 1 fisherman's scale	50				
		86. 1 1/3 HP Gas. motor sprayer	100 00				
		87. 1 6 yr. old horse	100 00		20 00		
		88. 1 stump pulling machine outfit	75 00				
		89. 1 scale	2 25	5 50	2 50		
			$540 75	82 20	46 10		
						21 00	
			Tools	7 75			
				89 95			
			Other goods sold at auction	3 55			
				$93 50			

FILE No. 2883 EXHIBIT No. _____ CASE No. _____

REG. No. 13103 VENUE TORONTO

SALES								
AUCTION	TENDER &c	SOLD WITH REAL PROP.	DECL. NOT FOUND	NO RECORD AT ANYTIME	ABANDONED	NOT ACCOUNTED FOR THEFT &c	UNSOLD	REMARKS
43 85	22 50	20 00		84 30	2 00	23 00		
		1 00						
					1 00			
				2 50				
				1 00				
					2 00	2 00		Possibly duplicate of Item 7
				50				
	3 60							
					1 00			
					4 00			
				2 00				
1 75								
					5 00			
29 00								
(1) 50								
35								
75								
50								
				25				
				1 50				
				50				
				100 00				
	20 00							
				75 00				
5 50	5 50							
82 20	46 10	21 00		266 55	13 00	25 00		
7 75								
89 95								
ion 3 55								
$93 50								

Goods valued by claimant at $ 78.00 sold at auction for $89.95
" " " " " 136.70 sold to tenant etc. 46.10
" " " " " 21.00 sold with real property
" " " " " 266.55 no record at any time
" " " " " 13.00 abandoned
" " " " " 25.00 not accounted for theft, etc.

$540.75

FORM "JP"

FILE No. 1250 - 6

OFFICE OF THE CUSTODIAN

Nov.15, 1948

JAPANESE SECTION

K.A. Christie

To be completed by persons of the Japanese race having property in any protected area. The proper administration of this property requires such persons to give full particulars as requested in this form.

PERSONAL INFORMATION

NAME: OGAWA, (Kiyo) Mrs.

HOME ADDRESS: R. R. No 2 Mission City, B. C.

REGISTRATION NUMBER 13103 SEX: (F) AGE: 46

OCCUPATION: Housewife + farmer

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

EMPLOYER: None

MARRIED? Widow

NAME OF WIFE OR HUSBAND: None

ADDRESS OF WIFE OR HUSBAND: None

NAMES OF ANY LIVING CHILDREN: Sakaye (F)

ADDRESS OF CHILDREN: R. R. No 2 Mission City, B. C.

AGE OF CHILDREN: 11

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

1. LOCATION AND DESCRIPTION: A. Lot 3, N. E. quarter of sec. 28 township 17 map 3031 in the district of New Westminster, Mission, B. C. B. Municipality of Mission in the prov. of B. C. lot 1 pt S. E. Q. (¼) of S.28 T.17 map 5727in the D. of N. Westminster.

2. BUILDINGS AND OTHER IMPROVEMENTS: A 1-5 room frame dwelling, garage, wood shed, bunkhouse,hothouse, barn,2packing sheds B 1 packing house.

3. INSURANCE (Give particulars; state where policies are) A $1000 fire policy 205763 Northwest furniture and building insured. policy on person 800 Dwell 200 Cont

4. TAXES (Amount and where payable) $$49.22 not yet paid for 1941. Municipal H. Mission BC $17.33 paid for 1941. at municipal hall Mission, B. C.

5. ENCUMBRANCES (Including any unregistered claims or deposit of title deed) Mortgage The Canada Permanent Trust Co., Vancouver, B. C. $345.00 approx. plus interest.

6. OCCUPANCY AND LEASES (If vacant so state) H. Teichgrab (farm lease) 700.00 per year. (copy will be sent to Custodian)

7. STATE WHEREABOUTS OF TITLE DOCUMENTS: (see page 1 sec. 1

8. STATE IF ANY OTHER PERSON HAS ANY INTEREST: Mr. M. Kudo, P.O. Box 55, Mission, BC

9. IF FARM LAND STATE CROPS SOWN small fruits (strawberries)

STATEMENT OF REAL PROPERTY OCCUPIED

1. LOCATION AND DESCRIPTION:

2. LANDLORD'S NAME AND ADDRESS: K. Ogawa, R. R. #2 Mission, B. C.

3. PARTICULARS OF LEASE AND RENT AND DATE TO WHICH PAID:

None

4. STATE WHEREABOUTS OF LEASE: None

5. SUB-TENANTS, IF ANY (Give name, address, rent and to what date paid)

None

6. IF FARM LAND, PARTICULARS OF CROPS SOWN: small fruit trees and shrubs strawberry, raspberry, etc.,

---

STATEMENT OF PERSONAL PROPERTY OWNED:

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

Household and personal affects left in care of H. Teichgrab, Mission B. C. at 399 Dewdney Rd.

2. HORSES, LIVESTOCK AND OTHER ANIMALS, POULTRY AND PETS

1 horse, 1 dog

3. GIVE THE NAME AND ADDRESS OF ANY PERSON HAVING ANY INTEREST IN, OR CLAIM ON ANY SUCH PROPERTY None

FORM "JP

4. INSURANCE CA

5. MORTGAGES, L

OTHERS:

6. MONEYS OWING

None

7. BONDS, DEBEN

$65 in War Sav
Pacific Co-Operativ
7 shares @ $10 wi
80 shares @ $1.

8. BANK ACCOUNT

9. LIFE INSURAN

Son, Y. Ogawa

10. INTEREST IN A

11. SAFETY DEPOS

LIABILITIES:

1. PERSONAL DEB

2. TRADE DEBTS:

REMARKS: List o

Mission and goo

I, the undersigned
tected area as set out
tures, bonds or other s

I certify that the
every description in a
and indirect.

Dated this 7th

"A.G.McArt

Wi

FOR DEPARTMENTA

FORM "JP

FILE No.

4. INSURANCE CARRIED ON ABOVE PROPERTY: None

5. MORTGAGES, LIENS AND OTHER CLAIMS ON PROPERTY IN POSSESSION OF OTHERS: None

6. MONEYS OWING TO YOU (State if any of these debts assigned and if so, to whom)

None

7. BONDS, DEBENTURES, SHARES, STOCKS OR OTHER SECURITIES (State whereabouts)

$65 in War Savings Certificates on person. 61 shares @ $10 per with the Pacific Co-Operative Union.2 shares @ $10 with Pacific Fraser Co Operative Union. 7 shares @ $10 with The Western Canada Hop Co-operative Union. All on person 80 shares @ $1. with Associated Berry Growers,

8. BANK ACCOUNTS: Bank of Commerce, Mission, B. C. $10

9. LIFE INSURANCE: The Family Benificiary Society $2500 policy #3075. Beneficiary Son, Y. Ogawa on person

10. INTEREST IN ANY ESTATES OR TRUSTS None

11. SAFETY DEPOSIT BOX: None

LIABILITIES:

1. PERSONAL DEBTS: None

2. TRADE DEBTS: None

REMARKS: List of goods will be sent to the Custodian by Jas. Campbell, Barrister, Mission and goods will be left with tenant.

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

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

Dated this 7th day of April 1942.

(Signature) "Kiyo Ogawa"

"A.G.McArthur"
Witness

FOR DEPARTMENTAL USE I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy. March 21/49.

E.R.

No. 51988

Your file No.2883

CERTIFICATE OF ENCUMBRANCE

LAND REGISTRY OFFICE

1250 - 7

EXHIBIT No.

DATE Nov. 15, 1948

FILED BY K.A. Christie

New Westminster, B. C.

- - - minutes 10 o'clock 25th day of June, 1943

I HEREBY CERTIFY that the following is the state of the title to - - - - - - -

Lot 3 of the North East quarter of Section 28 Township 17 Map 3031

Municipality of Mission in the District of New Westminster

viz:

Registered Owner: KIYO OGAWA Reg. #13103

Register of Indefeasible Fees Folio No.133935E A

Registered Charges: Certificate of Vesting in the Custodian Files No.25979

Applications for Registration: None

Receiving Order or authorized Assignment under the "Bankruptcy Act": None

Assignment for benefit of Creditors: None

Judgments: None

Mechanics' Liens: None

(Seal)
"E.S. Stokes"
Registrar.

To Office of the Custodian

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
March 21/49.

J. Spratt

LCB

ER

Jd# 2883
Reg. # 13103

CORPORATION OF THE DISTRICT OF MISSION

BRITISH COLUMBIA

ASSESSMENT FOR THE YEAR 1943

EXHIBIT No. 1250-A
DATE NOV 15 1948
FILLED BY K A Lockstie

I

MR. Kujo Ogawa

ASSESSED OWNER	NATURE OF TITLE DEED HOLDER "D. H." AGREEM-T HOLDER 'A. H.' ASSIGNEE OF A. H. "A. A. H."	DESCRIPTION OF PROPERTY: NO.	LEGAL SUB-DIV.	QUARTER	SECTION	TOWNSHIP	DIST. LOT	BLOCK	LOT NUMBERS	NO. OF LOTS	ACREAGE	ASSESSED VALUE PER ACRE OR LOT	ASSESSED VALUE WILD LAND	ASSESSED VALUE IMPROV'D LAND	ASSESSED VALUE IMPROVEMENTS	TOTAL ASSESSED VALUE OF LAND & IMPROVEMENTS
Ogawa K.	D.H.	10/20		NE.	28	17		2.			10	50		500	700	✓

APPEAL TO COURT OF REVISION, MUNICIPAL ACT, Sec. (234). (1) If any person is of the opinion that an error or omission exists in or upon the assessment roll as prepared by the assessor, in that the name of any person has been wrongly inserted in or omitted from the roll, or that any land or improvements within the municipality has or have been wrongly entered upon or omitted from the roll, or that any land or improvements has or have been valued too high or too low an amount, or that any land has been improperly classified he may, personally or by means of a written communication over his signature, or by a solicitor, or by an agent authorized by him in writing to appear on his behalf, come before the Court of Revision and make complaint of such error or omission, and may in general terms state his grounds of complaint, and the court shall either confirm the assessment or direct the alteration thereof.

(2) The Municipal Council, may, by its clerk, solicitor, or otherwise, make complaint against the said roll or any individual entry therein, and upon any ground whatever, and the Court of Revision shall deal with the matter of such complaint, and either confirm the assessment or direct the alteration thereof.

(3). Every complaint shall be made in writing and shall be delivered to the assessor at least ten days prior to the first annual meeting of the Court of Revision.

DO NOT REMIT ON THIS STATEMENT — **TAX DEMAND NOTES WILL FOLLOW**

TAKE NOTICE that you are assessed as above specified for the year 1943 under the Statute.

If you deem yourself overcharged, or otherwise improperly assessed, you or your agent may notify me at the Municipal Hall, Mission City, B.C., by signing notice attached, of such overcharge or improper assessment, at least ten days previous to the first meeting of the Court of Revision, which will be held in the Council Chamber Mission City, B. C., commencing at 10 a.m., February 8, 1943, when your complaint will be tried in conformity with the Statutes.

TAKE NOTICE that I intend to appeal against the above assessment for the following reason, viz:

WILLIAM J. MANSON, Assessor
Mission City, B. C.

(Signed) .....

1250 - 9
EXHIBIT No.
DATE Nov. 15 1948
FILED BY
K.A. Christie

THIS AGREEMENT, made in duplicate this Fourteenth day of November in the year of Our Lord one thousand nine hundred and thirty-eight

BETWEEN

MINORU KUDO of Mission City in the Province of British Columbia, School Teacher,

hereinafter called the "Vendor" of the one part

AND

KIYO OGAWA, wife of Tokusaburo Ogawa, of the above named place, 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 Mission, in the Province of British Columbia and more particularly known and described as Lot One (1), of part of the South East Quarter (S.E.$\frac{1}{4}$) of Section Twenty-eight (28) Township Seventeen (17) Map 5727, in the District of New Westminster.

TOGETHER with all the privileges and appurtenances thereto belonging at or for the price or sum of -----FOUR HUNDRED AND FORTY ($440.00)----------Dollars of lawful money of Canada, payable in manner and on the days and times hereinafter mentioned, that is to say: the sum of -------ONE ($1.00)----------Dollars on the execution of this Agreement (the receipt whereof the said Vendor doth hereby admit and acknowledge), and the balance payable as follows:

THREE HUNDRED DOLLARS ($300.00) on the 28th of October, 1939 and

ONE HUNDRED AND THIRTY-NINE DOLLARS ($139.00) on the 28th of October, 1940

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 thirty 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

Kiyo OGAWA, Mission City, 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.

THE ATTACHED IS A COPY OF THE AGREEMENT FOR SALE OF LAND BETWEEN MINORU KUDO AND KIYO OGAWA DATED NOVEMBER 14th, 1938. I HEREBY CERTIFY THAT THE ACTUAL PARTICULARS AS TYPED IN ARE CORRECT. I ALSO CERTIFY THAT THE PRESENT CLAUSES ALTHOUGH NOT WORDED EXACTLY AS IN THE ORIGINAL GIVE THE SAME REMEDIES.

(SEAL)
"D.A.CRAMER"
A Notary Public in and for the
Province of British Columbia.

JULY 28, 1943.

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 "John A. Catherwood"
)
Street Address) "Minoru KUDO"
)
City Mission City, B.C.)
) "Keiyo Ogawa"
Occupation Notary)

FOR ATTORNEY

(Not completed)

FOR THE SECRETARY (OR OTHER OFFICER) OF A CORPORATION

(Not completed)

AFFIDAVIT OF WITNESS

(Not completed)

FOR MAKER (INCLUDING MARRIED WOMEN)

I HEREBY CERTIFY that, on the Fourteenth day of November, 1938 at Mission City, B.C., in the Province of British Columbia, Minoru Kudo & Kiyo Ogawa who is) personally known to me, appeared before me and acknowledged to me that they are the persons mentioned in the annexed instrument as the makers thereof, and whose names are subscribed thereto as parties, that they know the contents thereof, and that they executed the same voluntarily, and is of the full age of twenty-one years.

IN TESTIMONY whereof I have hereunto set my Hand and Seal of Office at Mission City in the Province of British Columbia, this 14th day of November in the year of our Lord one thousand nine hundred and thirty-eight.

"John A. Catherwood"
(SEAL) A Notary Public in and for the Province of British Columbia.

Dated November 14th 1938

MINORU KUDO

AND

KIYO OGAWA

AGREEMENT FOR SALE OF LAND

Lot 1 of part of S.E.¼ of Section 28, Tp. 17, Map 5727, Municipality of Mission.

I hereby certify the above is a true excerpt from the Agreement for Sale of Land, Exhibit 9.

Mar. 21/49.

1250 - 10

EXHIBIT No. 604

DATE Nov. 15, 1948

FILED BY

K. A. Christie

R. R. #1, Whonock, B. C.
April 26th, 1944.

2883
completed

Dept. Secretary of State.

Dear Sirs:

Please find below appraisal value of the following property:

Municipality of Mission

No. 604. This property is located on Cherry Street, and is a corner property with a good road on two sides about three miles from Mission. Approximately eight acres of rolling ground, which is clay loam, but appears worked out.
There is an old shed on the property.

Value of land $30	per Acre	$240.00
Value of building		10.00
		$250 .00

"Wm. H. Ansell"
Appraiser

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

March 21/49.

J. Spratt.
EK

EXHIBIT No. 1250-11
DATE NOV 15 1948
FILLED BY R A Beste

FARM LEASE

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

IN PURSUANCE OF THE "SHORT FORM OF LEASES ACT"

BETWEEN :-

KIYO OGAWA of Mission City in the
Province of British Columbia - Farmer
(hereinafter called the Lessor)

Of the First Part

- and -

HENRY TEICHGRAB 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 hath demised and leased AND BY THESE PRESENTS DOTH DEMISE AND LEASE unto the Lessee all those certain parcels or tracts of land and premises situate, lying and being in the Municipality of Mission in the District of New Westminster and Province of British Columbia, more particularly described as :-

Block One of the South East quarter of Section twenty-eight (28) Township seventeen (17) containing nine (9) acres and Block Three (3) of the North East quarter of Section twenty-eight (28) Township seventeen (17) containing ten (10) acres;

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 Seven hundred ($700.00) 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 the 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;

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 one half (4½) acres of strawberries
One (1) acre of raspberries
One and one half (1½) acres of blackberries
one half ½) acre of loganberries
One (1) acre of rhubarb
Some fruittrees

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;

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;

THE LESSEE ALSO agrees that the Lessor shall have the use of the dwelling house on the said lands until he is evacuated

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

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

PROVIDED ALSO in case of any breach of any of the covenants and conditions herein contained and in any such case 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, adminstrators and assigns.

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

Signed, Sealed and Delivered by KIYO OGAWA and HENRY TEICHGRAB of Mission City in the Province of British Columbia in the presence Of

M. M. Fletcher.

K. Ogawa

Henry Teichgrab

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 KIYO OGAWA and HENRY TEICHGRAB, 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 fourth day of April A.D.1942

A Commissioner for taking affidavits within British Columbia.

M. M. Fletcher.

LIST OF IMPLEMENTS

5.00	5	Hop baskets
1.00	1	Hop pole hook
2.00	6	Hop basket sacks
1.50	30	lbs. Hop wire (6 gauges)
4.00	4	Barrels (water)
4.00	200	lbs. 14 gauge wire
2.00	1	Section spike harrow
10.00	1	Spring tooth cultivator
15.00	1½	Tons hay
1.00	2	Manure forks
.50	1	Feeder fork
37.50	150	Strawberry picking
5.00	1	Set harness
2.00	2	Wheelbarrows
2.00	2	Barrels (water)
.50	2	Wooden pails
.45	3	Buckets
1.75	7	Scythe (hand)
1.50	3	Sledge hammers
.50	1	Fisherman scale
2.25	1	Scale
5.00	1	Hand sprayer
.25	1	Crowbar
4.00	2	Logging chains
.25	1	Gal. coal oil can
.50	2	Wedge
.50	1	Peevey
1.00	1	Milk can
.50	1	D.handled shovel
1.00	2	Hand made heaters
20.00	1000	lbs. telephone wire
.50	24	Raspberry picking tins
1.00	1	Car set
1.00	2	Single tree
5.00	1	Spring cultivator
1.00	1	Sled
1.00	1	Cross cut saw (Faller)
1.00	2	Double head axe
.50	1	Rake
.50	1	Shovel
.50	1	Dragging hook
2.50	5	Hoes
1.00	1	Bucksaw
1.00	2	Mattock
.50	1	Wash tub
1.00	1	Garden hose (old)
.25	1	Mop
.50	1	Will pulley
2.00	1	Cable choker
1.00	1	2" water hose
.10	1	Egg case
1.50	5	Wooden pails
.25	1	1-Gal.oil can
1.00	5	Gal. coal oil can
.48	1	cs. pop bottles
.50	2	Saw gauges
4.00	2	Drawers (1 large-1 small)
1.00	2	Car jaks
.50	2	Book stands
.75	5	12" x 12" plate glass
	1	Kitchen stove
25c	1	Bicycle seat
1.00	1	China cabinet
.25	2	Hunting trap
2.25	1	Scale
3.50	14	Wooden pails
1.50	3	cs. 1 qt. bottles
5.00	1	Kitchen stove
1.00	1	Set cloths line & pulleys
1.00	1	Camp stove
2.50	10	4-Gal tins
1.00	2	Doz. jar bottles
2.00	1	Spike harrow
.50	2	Thermometer
30.00	60	lbs hop string
1.00	1	Baby bed
4.00	4	Mattresses
2.00	1	Tire 600-16
5.00	1	Grammaphone
5.00	1	Heater stove
25.00	1	Piano
.75	3	Bench
1.00	1	Round table
1.00	1	Squaretable
1.00	1	Longtable
2.50	5	Chairs (kitchen)
.25	1	Stool

Henry Liebgrab

Dated April 4th A.D. 1942

KIYO OGAWA

- to -

HENRY TEICHGRAB

FARM LEASE

EXHIBIT No. 1250-11
DATE NOV 15 1948
FILLED BY R. A. Best

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

1250 - 12

EXHIBIT No.

Nov. 15, 1948

DATE

FILED BY K.A. Christie

REPORT
ON EVACUATED JAPANESE PROPERTY

File No. 2883

MUNICIPALITY: Date: May 21/42

NAME: OGAWA (Kiyo) Mrs. REGISTRATION NO. 13103

ADDRESS: 399 Dewdney Trunk Rd. Mission

PROPERTY: Farm

ACREAGE: 19

KIND OF CROPS: straws Bl.berries Rasps Logans. Rhub.

APPROXIMATE ACREAGE OF EACH: 4½, 1½, 1, ½ , 1

HOUSE: Frame VACANT: OCCUPIED X

DESCRIPTION 1½ storey concrete foundation ROOF: shingle

SIZE: 21 x 30 NO. OF ROOMS 5

CONDITION: Fair

OTHER BUILDINGS: Pack.shed 10 x 12 P. Pack shed 15 x 20 F. Gar. 12 x 16 F. 1 pick.cabin 12 x 20 F. Woodshed 15 x 18 F. Hot hse 25 x 30F. Barn and Pack.shed 20 x 40 F.

NAME OF LESSEE OR RENTOR: H. TEICHGRAB

TERMS: $700.00 1 yr. lease

WATER: none ON: OFF:

LIGHT: ON: X OFF:

REMARKS:

INVENTORY OF CHATTELS LEFT ON PROPERTY (19)

S ~~1 Cab. Gramophone~~
1 Crib
~~2 beds compl.~~
S ~~5 chairs~~ 4 SOLD
S 1 piano
1 china cupboard
~~1 chest drawers~~
1 Gurney range
S ~~1 platform scales~~
~~1 heater~~
~~1 camp stove~~
S ~~1 spring tooth cult.~~
M 1 sect. drag harrows
S ~~1 bdle. gard. tools~~
D ~~60 lbs. hop string~~
S ~~1 horse & harness~~
S ~~1 wheel barrow~~
D ~~1 roll Rasp. wire~~
about 1500 lbs. Rasp wire
S ~~1 hand sprayer~~

— Discarded
M Missing
D Sold to P.C.U.
S. Sold by auction Jan. 19/44 Missions.

Signed: "D.A.Smith"

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

March 22/49. J. Spratt.

EXHIBIT No. 1250-18
DATE NOV 15 1948
FILLED BY
R. A. Beste

File #2883
Reg. 13103

File 6618

Owner: Simeon Kudo

CORPORATION OF THE DISTRICT OF MISSION

BRITISH COLUMBIA

ASSESSMENT FOR THE YEAR 1943

EXHIBIT No. 1250-14
DATE NOV 15 1948
FILED BY
K A Christie.

Mrs. K. Ogawa

ASSESSED OWNER	NATURE OF TITLE DEED HOLDER "D. H." AGREEM-T HOLDER "A. H." ASSIGNEE OF A. H. "A. A. H"	DESCRIPTION OF PROPERTY: NO.	LEGAL SUB-DIV.	QUARTER	SECTION	TOWNSHIP	DIST. LOT	BLOCK	LOT NUMBERS	NO. OF LOTS	ACREAGE	ASSESSED VALUE PER ACRE OR LOT	ASSESSED VALUE WILD LAND	ASSESSED VALUE IMPROV'D LAND	ASSESSED VALUE IMPROVEMENTS	TOTAL ASSESSED VALUE OF LAND & IMPROVEMENTS
Ogawa Mrs. K.	A¾H.	10/4		SE.	28	17		1			9	30		270	90	✓

APPEAL TO COURT OF REVISION, MUNICIPAL ACT, Sec. (234). (1) If any person is of the opinion that an error or omission exists in or upon the assessment roll as prepared by the assessor, in that the name of any person has been wrongly inserted in or omitted from the roll, or that any land or improvements within the municipality has or have been wrongly entered upon or omitted from the roll, or that any land or improvements has or have been valued too high or too low an amount, or that any land has been improperly classified he may, personally or by means of a written communication over his signature, or by a solicitor, or by an agent authorized by him in writing to appear on his behalf, come before the Court of Revision and make complaint of such error or omission, and may in general terms state his grounds of complaint, and the court shall either confirm the assessment or direct the alteration thereof.

(2) The Municipal Council, may, by its clerk, solicitor, or otherwise, make complaint against the said roll or any individual entry therein, and upon any ground whatever, and the Court of Revision shall deal with the matter of such complaint, and either confirm the assessment or direct the alteration thereof.

(3). Every complaint shall be made in writing and shall be delivered to the assessor at least ten days prior to the first annual meeting of the Court of Revision.

DO NOT REMIT ON THIS STATEMENT — **TAX DEMAND NOTES WILL FOLLOW**

TAKE NOTICE that you are assessed as above specified for the year 1943 under the Statute.

If you deem yourself overcharged, or otherwise improperly assessed, you or your agent may notify me at the Municipal Hall, Mission City, B.C., by signing notice attached, of such overcharge or improper assessment, at least ten days previous to the first meeting of the Court of Revision, which will be held in the Council Chamber Mission City, B. C., commencing at 10 a.m., February 8, 1943, when your complaint will be tried in conformity with the Statutes.

TAKE NOTICE that I intend to appeal against the above assessment for the following reason, viz:

WILLIAM J. MANSON, Assessor
Mission City, B. C.

(Signed) .....

1250 - 15

EXHIBIT No.

DATE Nov 15 1948

FILED BY K.A. Christie

Rec'd. 7/24/44
File No. 2883
Ans. ✓
Referred Harrop

604

239 East
North Vancouver

July 24th 1944.

Dear Sirs.

RE - 604 Cherry St, Lot 1, (Cat. DL or sec mission) PT SE¼, Tp 17, Map or plan 5727

improvements shed.

I hereby make an offer of $500.00 for the above said land $50 of which is deposited in the office.

Thank you,

Yours truly

Harry Farion

239 East

North Vancouver

B. C.

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

March 22/49.

J. Spratt
E.R.

OK P
balance of money

EVACUATION SECTION

Rec'd Aug 19 1944
File No. 2883, 6618
Ans. ✓
Referred Shears

1250 - 15

EXHIBIT No.
DATE Nov 15 1948
FILED BY
K.A. Christie

Mission City, B. C.

Aug. 18th 1944.

Dear Sirs.

I have received your letter asking for the sume of $450.00 dollars to pay for the land I put $50.00 down in cash.

I am not working now I got my lay off two weeks ago and I still have no job.

I have looked that place over its not even wrought $50.00. No one could make a living on it not even a younge man leave alone an old man of 65 like me.

I do not want the place I would like you to send me my $50.00 back I earned them very hard and thatsabout all the money I own now. I hope you can sell it to some one else that has some use for it

Yours truly

"H. Farion"

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

March 22/49.

J. Spratt
J.E.K.

1250 - 15

Nov 15 1948

K.A. Christie

Rec'd. Sept 7 1944
File No. 2883
Ans.
Referred Peters

Sept. 7, 1944
812 Agnes St.,
New Westminster, B. C.

604

The Cistodian of Enemy Property,
Royal Bank Bldg,
Vancouver, B. C.

Dear Sirs:

Re: Catalogue #604 - Lot 1 pt. SE¼ Sec.28 Tp.17

I wish to tender the sum of Five Hundred Dollars ($500.00) for the above described property in your catalogue and am enclosing $250.00 cash as a deposit. The balance will be paid in cash upon acceptance of my offer.

Yours truly,

"Steve Bodnar"

Steve Bodnar.

SEP 7 1944
$250.00 Cash
"C.H.R."

Accept

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

March 22/49.

J. Spratt.
for

1250 - 16

EXHIBIT No.
Nov 15 1948
DATE
FILED BY K.A. Christie

R.P. 1

REAL PROPERTY SUMMARY

Catalogue No.: S.S.B. (263 P) File No.2883

Name: OGAWA, Kiyo (Mrs. Tokusabura) Reg.No.13103

Address: 399 Dewdney Trunk Rd., Mission, B.C.

Legal Description: Lot 3 of North East quarter, Section 28, Township 12, Map 3031, Municipality of Mission, District of New Westminster.

Classification: 10 acres - 9 acres cultivated. Five room dwelling and small barn in fair condition. Woodshed, bunkhouse, rhubarb house and packing sheds of poor value.

Registered Owner: Kiyo OGAWA

State of Title: Clear.

Administration & Revenue: Hop acreage leased to Haas Hop Co., 1942. Revenue - $1.30. The balance of the property was Leased by OGAWA to H. Teichgrab April 1/42 to Jan.31/43 for $700.00 (together with Lot 1 on separate sheed). Lessee entered crop misrepresentation claim for $151.70 for shortage in crop acreage. Settled by the Custodian for $105.70.
Lease extended by Collateral Agreement by Custodian until September 30th for $135.00.
Latter consideration accrued to V.L.A.

Sold to The Director, Veterans' Land Act for $952.00 Cash as of January 1, 1943.

Title delivered March, 1944.

Payment received May 12/44 and net sum of $873.55 credited to account on May 20/44 having paid $84.13 Tax Arrears, $3.00 L.R.O. Fees, and receiving $8.68 refund on Insurance. Legal fees of $15.00 were charged to this account.

Chattels: Not involved in sale of property.

Insurance: on buildings - transferred to V.L.A.
on household effects - cancelled and returned premium of .40¢ credited to account on May 11/44.

Certified a Correct Summary of File

Sept.7/45 "W.E.Anderson"

.....

I hereby certify that the foregoing words are a true copy of the original whereof they purport to be a copy.
March 22/49. J. Spratt

1250 - 16

EXHIBIT No.
DATE
FILED BY

Nov. 15, 1948

K.A. Christie

R.P. 2

REAL PROPERTY SUMMARY

Catalogue No.604

File No.2883
Reg.No.13103

Name: OGAWA, Kiyo (Mrs. Tokusaburo)

Civic Address: Cherry St., Mission, B.C.

Legal Description: Lot 1 of part of South East quarter, Section 28, Township 17, Map 5727, Municipality of Mission, District of New Westminster.

Classification: 9 acres property approximately half under cultivation but apparently worked out, balance light bush, hilly land. Only building is old packing shed of very little value.

Registered Owner: Canada Permanent Trust Company "In Trust" filing 1650 (J.B.Cade, Estate)

State of Title: Clear but with unregistered Agreement for Sale to Minoru Kudo (Oct.28/38). Balance owing on Principal $344.48 plus Interest. Unregistered Agreement for Sale from Minoru Kudo to Kiyo OGAWA Nov.14/38...same balance owing.
(Canada Permanent Trust Company paid in full on sale of property Principal $344.48, Interest $23.21, Deed $5.00)

Administration & Revenue: Leased by OGAWA together with Lot 3 (see that summary). Property vacant after 1942 crop year.

Sold to Steve Bodnar for $500.00 Cash as of Sept.16/44.

Title delivered February 12/45.

Payment received Sept.16/44 and net sum of $112.50 credited to account after paying balance of Agreement for Sale $372.69, valuation fee $7.50, Advertising $4.00, L.R.O. fees $6.00, and receiving tax adjustment 1943 of $2.69.

Chattels: None on property.

Insurance: None carried.

Certified a Correct Summary of File

Sept.7/45 ....."W.E.Anderson".....

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

March 22/49.

1250 - 16

EXHIBIT No.

DATE Nov 15 1948

FILED BY K.A. Christie

CHATTEL SCHEDULE

FILE NO. 2883 — 4 October, 1945

Name: OGAWA, Kiyo — Reg.No.13103

Registered - April 7, 1942

Evacuated - April 11, 1942

Declared chattels only by stating household and personal effects left in care of H. Teichgrab and that the list would be forwarded by J. Campbell, Barrister. (This latter was not received.)

Inventory May 21/42	Auctioned	Abandoned
Gramophone	19/1/44	
Crib	19/1/44	
2 Beds		x obsolete
5 Chairs	1 - 19/1/44	4 broken
Piano	19/1/44	
Cupboard		x fixture
Chest of drawers	19/1/44	
Range		x burnt out
Scales	19/1/44	
Heater		x) burnt out
Camp stove		x)
ST Cultivator	19/1/44	
Harrow	Missing	
Garden tools	19/1/44	
60# Hop string	19/1/44	
Horse	24/11/43	
Wheelbarrow	19/1/44	
Rasp wire	19/1/44	
Sprayer	19/1/44	
Harness	19/1/44	
	3 Tables	
	Dishes	
	Bench	
	Gas Plate	
	Water Can	
	Cable	

1 Box personal to Storage at Haney, B. C. ✓

Net Proceeds from sale of chattels: $101.96 Including Horse

Certified a Correct Summary of File

Date: 4/10/45

"W.E.Anderson"

.....

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

March 22/49.

J. Spratt
E&R

1250 - 16

EXHIBIT No.
DATE Nov 15 1948
FILED BY K.A. Christie

Reg. No. 13103 Jan. 19, 1944

Mrs. Kiyo OGAWA

ITEMS OF NO VALUE

2 beds
4 chairs
1 heater
1 camp stove

I have today examined the above mentioned articles and I am convinced that they are valueless and should be abandoned.

"William S. Ure"

MISSING ARTICLES

1 section drag harrow

SOLD TO PACIFIC CO-OPERATIVE UNION

Quantity hop string
1 roll berry wire

SHIPPED TO STORAGE JAPANESE TEMPLE
Mission, B.C.

1 Box personal effects

HOWARD SMITH
GENOA BOND

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

March 22/49.

J. Spratt
EK